



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, July 17, 2007
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 Winters City Council held on July 3, 2007 (pp 1-3)
- B. Resolution 2007-36, A Resolution of the City of Winters Approving a Contract with AK & Company in the amount of \$2,900 to prepare the SB90 Reimbursement of State Mandated Cost Claim for the City of Winters and Authorize City Manager to execute said Contract (pp 4-21)

PRESENTATIONS

DISCUSSION ITEMS

1. Award Construction Contract for Grant Avenue/I-505 NB Off-Ramp Signal, Project No. 05-02 (22-24)
2. Designate Voting Delegate and Alternate to League Annual Conference on September 5-8, 2007 in Sacramento (pp 25-28)
3. Amendment to the Winters Library Cooperative Agreement (pp 29-39)
4. Discussion and Approval of Creation and Installation of a 31" X 18" Stone Plaque with Image marking the J. Robert Chapman Memorial Trestle Bridge (pp 40-45)

COMMUNITY DEVELOPMENT AGENCY

- 1.
-

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 17, 2007 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 July 11, 2007, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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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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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 of the Regular Meeting of the
Winters City Council
Held on Tuesday, July 3, 2007
7:30 p.m.

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

Those present were Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Community Development Director Dan Sokolow, Housing Manager Dan Maguire and City Clerk Nanci Mills.

Approval of Agenda: Council Member Stone made a motion to approve the amended agenda to include Consent Item E to adopt Resolution 2007-34, approving fiscal year 07/08 salary ranges. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call:

AYES: Council Members Aguiar-Curry, Anderson, Martin, Stone
and Mayor Fridae.
NOES: None
ABSTAIN: None
ABSENT: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council held on June 19, 2007
- B. Minutes of the Workshop of the Winters City Council and Winters Planning Commission Regarding Winters Sports Park and Linear Park Master Plan held on May 14, 2007
- C. Minutes of the Special Meeting of the Winters City Council held on May 29, 2007 Regarding City of Winters Inter-City YOLOBUS Service Changes
- D. Minutes of the Special Meeting of the Winters City Council held on June 27, 2007 Regarding City of Winters and Community Development Agency Budget of Revenues and Estimated Expenditures for Fiscal Year 2007-2008
- E. Adopt Resolution 2007-34, Approving Fiscal Year 07/08 Salary Ranges

City Manager Donlevy gave a brief overview. Discussion Item #4 of the minutes of the June 19, 2007 City Council meeting were amended to correct the absent Council Members to: Council Member Martin and Mayor Fridae. Council Member Aguiar-Curry made a motion to approve the consent items. Seconded by Council Member Stone. Motion carried with the following roll call:

AYES: Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae.
NOES: None
ABSTAIN: None
ABSENT: None

DISCUSSION ITEMS

- 1. Public Hearing and approval of Resolution 2007-33 authorizing the submittal of a joint application, along with the City of West Sacramento and Yolo County, for up to \$60,000 in CDBG General Allocation PTA funds for the development of a ten year plan to address homelessness; approving a Joint Powers Agreement for administration of the PTA grant; and allocating up to \$1,000 for grant cash match.**

Community Development Director Sokolow gave an overview.

COMMUNITY DEVELOPMENT AGENCY

- 1. Resolution 2007-32 approving up to \$1,000 in redevelopment agency low and moderate-income housing funds for CDBG General Allocation PTA grant cash match.**

Chairman Martin opened the joint public hearing at 7:50 p.m. Susan Slover, who represents CHOC (Community Housing Opportunities Corp.), Community Services Action Board, and the Homeless and Poverty Action Coalition, said Winters is doing a good job with the new apartments. Chairman Martin closed the joint public hearing at 7:53 p.m. Agency Member Stone made a motion to approve and adopt Resolution 2007-32 and Resolution 2007-33. Seconded by Agency Member Aguiar-Curry. Motion carried with the following roll call:

AYES: Agency Members Aguiar-Curry, Anderson, Fridae, Stone
and Chairman Martin.
NOES: None
ABSTAIN: None
ABSENT: None

CITY MANAGER REPORT: Regarding the sound of the recycling center behind the Town & Country Market, City Manager Donlevy suggested random sound samplings over a two-week period, with a report to come back to Council in August. He also reminded everyone about the 4th of July celebration and the Fire Department's pancake breakfast.

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry reminded everyone about the Healthcare Committee meeting at St. Anthony's Parrish Hall on Thursday, July 5. She also noted the SB303 was defeated.

INFORMATION ONLY

1. Current development projects list
2. 2006-2013 Regional Housing Needs Allocation (RHNA)

EXECUTIVE SESSION: None

ADJOURNMENT: The meeting was adjourned at 7:50 p.m.

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager *John*
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: State Mandated Cost

RECOMMENDATION:

Adopt Resolution 2007-36, A Resolution of the City Council of the City of Winters approving a contract with AK & Company in the amount of \$2,900 to prepare the SB 90 Reimbursement of State Mandated Costs Claim for the City of Winters and authorize City Manager to execute said contract.

BACKGROUND:

The State of California has mandated that cities and counties must provide certain services and programs, and under state law, the State of California is required to reimburse the cost of providing those programs and services. Cities and Counties must submit claims to the State of California in order to receive the reimbursement. The City of Winters began submitting claims in February 2002 and the state currently owed \$88,000 which was suspended during the State's budget crisis. The State began remitting these suspended claims in 2006-2007, we received approximately \$60,000 in 2006-2007 and the balance will be remitted over the next 14 years along with the current year claims. The City must continue to file the claims each year to receive reimbursement from the State. Currently, the cost of submitting the claim is considered a reimbursable cost according to the State Superior Court.

FISCAL IMPACT:

The City of Winters receives approximately \$8,000 in reimbursed costs per year to offset the cost of providing services and programs. Our policy is to use these funds, when received, to provide funding for our equipment replacement fund.

ATTACHMENTS:

Consultant Services Agreement
Resolution 2007-36

RESOLUTION 2007-36

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS APPROVING A CONTRACT WITH AK & COMPANY IN
THE AMOUNT OF \$2,900 TO PREPARE THE SB90
REIMBURSEMENT OF STATE MANDATED COST CLAIMS FOR
THE City of Winters**

WHEREAS, the City finds it prudent to submit a claim to the State of California for reimbursement for the cost of state mandated programs; and

WHEREAS, AK & Company has presented the City with a proposal to prepare the claim for reimbursement of state mandated programs;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters hereby approves the contract with AK& Company in the amount of \$2,900 to file the claim for reimbursement for the cost of state mandated programs and authorizes the City Manager to execute the contract with AK & Company

PASSED AND ADOPTED by the City Council, City of Winters, the 17th day of July 2007 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of July 17, 2007, by and between the City of Winters ("the CITY") and ak & company "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated May 14, 2007. Consultant shall provide said services at the time, place, and in the manner specified by the Director of Financial Management and Exhibit "A".

2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed dollars (\$2,900.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

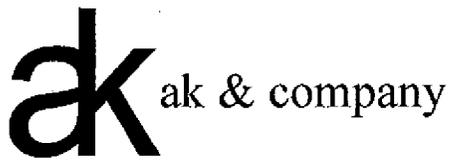
By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant

See Attached



3531 Kersey Lane, Suite M
Sacramento, CA 95864-1506
p. 916-972-1666
f. 916-972-1666

email: akcompany@um.att.com

May 14, 2007

Ms. Shelly Gunby
Finance Officer
City of Winters
318 First Street
Winters, CA 95694-1923

SUBJECT: Proposal and Renewal Agreement for SB 90 Claiming Services

Dear Shelly:

The City of Winters again has an opportunity to receive additional revenue through State-mandated cost reimbursement. I am pleased to submit for your consideration the enclosed proposal for ak & company's continued provision of SB 90 claiming services.

I intend to continue the claiming process I have developed during the past ten years. For the Annual Claims, I will make fall and spring site visits to meet with you and department staff to discuss the eligible mandates and collect relevant information. For any New Claims, I will utilize e-mail, telephone and fax communications for data collection. If a new claim is too multifaceted for this to be effective, I will complete another visit.

This proposal contains cost provisions for Annual Claims as well as any New Claims. The cost for the known, ongoing Annual Claims remains a Fixed Fee. The cost for New Claims has been changed from last year's Fixed Fee to a capped Variable Fee. Due to the varied level of complexity for each New Claim, it is difficult to accurately predict the actual effort involved in each filing. This fee structure is intended to ensure the most equitable pricing for the City.

To engage ak & company on behalf of the City of Winters, please review and return a signed copy of the enclosed Agreement. I will begin the upcoming year's claiming process immediately upon receipt of a signed Agreement.

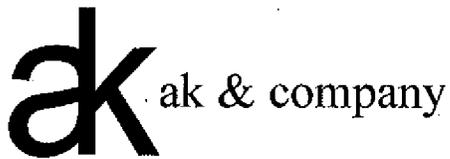
Should you have any questions or observations on the enclosed materials, please contact me in Sacramento at 916 972 1666. I look forward to again working with you and other City staff in the upcoming year.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Anita', written over a horizontal line.

Anita Kerezsi Worlow

Enclosures



3531 Kersey Lane, Suite M
 Sacramento, CA 95864-1506
 p. 916-972-1666
 f. 916-972-1666
 email: akcompany@um.att.com

INTRODUCTION

ak & company's experience and expertise in the preparation of State-mandated cost claims can provide the City of Winters a substantial financial benefit. **ak & company's** goal for every client is the timely submission of complete, accurate and defensible claims eligible for the maximum amount of State reimbursement. The **company** utilizes a comprehensive project plan to define the schedules, methods, timeframes, and all required information needed to support your claims. This process enlists the assistance of the City's employees to yield more valid data and elicit improved cooperation from City staff members.

ak & company presents this proposal as a company established in July, 2005. The principal, **ANITA K. WORLOW**, has over twenty-five years of City, County and Special District experience. Most significantly, for the past ten years Ms. Worlow has been responsible for the timely submission of local government mandated cost reimbursement claims and new market development. Additional local government experience includes employment as a: contract lobbyist representing City and County interests; Controller for the CSAC Excess Insurance Authority; and Legislative Analyst with the California State of Association of Counties.

ak & company is located in Sacramento, California's capital city. Ms. Worlow is very familiar with the State's legislative processes and will provide timely information regarding Legislative actions relevant to the City of Winters. She also attends the Commission on State Mandates' meetings and will keep the City informed of upcoming mandates and new test claims pertinent to the City of Winters.

As the Consultant filing claims on behalf of the City of Winters for the past ten years, Ms. Worlow has the benefit of already being acquainted with the City staff involved in this process. She and staff from each department affected by an eligible mandate have developed an efficient plan for relevant data collection in a timely manner.

2006-2007: A Review

Several significant aspects pertaining to mandate reimbursement occurred in the 2006-2007 fiscal year.

- **Mandate Funding** – In September, 2006 the Legislature adopted its Annual 2006-2007 State Budget. That budget included funding for FY 2005-2006 Actual Claims and FY 2006-2007 Estimated Claims.
- **Deferred Payments** – The adopted budget also provided for payment of the first two years of the fifteen-year deferral period. Those payments were made in September, 2006.

- **MRP and OMA/BAR Lawsuit** – In February, the State Superior Court issued a writ of mandate, finding that the legislation which rendered Open Meetings Act (OMA), Mandate Reimbursement Process (MRP), and Brown Act Reform (BAR) not reimbursable and the decisions of the Commission effectuating that legislation were contrary to law, and requiring the Commission to set aside its decisions. We are waiting to see if the State will appeal.
- **State Controller's Field Audits** – The State Controller's Office (SCO) continued to perform field audits typically targeted toward larger local agencies with higher dollar mandates.
- **May Revise** – The Governor's May Revise of the State Budget is expected be released in the early afternoon on Monday, May 14, 2007.

2007-2008: A Look Ahead

- **Public Employment Relations Board (PERB)** – This has been found to be a reimbursable state mandate. Parameters and Guidelines are in the development stage and it is expected that claim instructions will be issued during the 2007-2008 fiscal year.
- **New Mandates** - Currently, there are thirty-one local agency Test Claims pending before the Commission on State Mandates. While it is certain that not all of these Test Claims will become reimbursable mandates, undoubtedly some will emerge as new SB 90 claims in FY 2007-2008.

PRODUCTS AND SERVICES INCLUDED IN THIS PROPOSAL

The primary focus of **ak & company** is the timely filing of equitable state mandated cost reimbursement claims on behalf of the City of Winters. This timely filing will benefit the City by eliminating any "late" assessments against the claims submitted. **ak & company** will file all eligible mandated cost reimbursement claims included in Claiming Instructions issued during Fiscal Year 2007-2008. These include the Annual Claims and New Claims (if any, for all eligible years).

LOCATION AND DELIVERY OF SERVICES

Once a contractual agreement is reached, Ms. Worlow and the City's SB 90 coordinator will determine a mutually agreeable date and time for an on-site visit. During that visit, Ms. Worlow will discuss eligible mandates with appropriate departmental staff and establish a timeframe within which to obtain pertinent data. If the coordinator so desires, Ms. Worlow will then work directly with staff within each department and continue to apprise the SB 90 coordinator of progress made. Once the data has been collected, the actual work itself will be completed in Sacramento, California, with necessary telephone, e-mail and fax correspondence with City of Winters staff.

Upon completion of SB 90 claims for the City of Winters, Ms. Worlow will forward the claims to the City for review and signature. A copy of each claim will be included for the City's files. When the FAM-27 signature pages are returned, Ms. Worlow will hand deliver the signed claims to the State Controller's Office to ensure timely delivery. Once she has received the signed Claims Transmittal from the State Controller's Office, Ms. Worlow will forward a copy of the Transmittal to the City's SB 90 Coordinator to evidence submission of the City's claims.

PROPOSED WORK PLAN

ak & company's proposed work plan for the City of Winters is intended to be proactive and methodical. It has been Ms. Worlow's experience that cities that identify and track their mandated activities throughout the fiscal year receive fewer claim reductions and inquiries from SCO Auditors. **ak & company's** approach to all claims included in the proposed Agreement is as follows:

- Schedule at least one site visit per year to conduct meetings with individual departments affected by each mandate
- Establish a workable timeframe and plan for Staff collection of data to be submitted to the Consultant in order for the Consultant to submit the claims prior to the claiming deadline
- Review the timeframe according to the agreed upon schedule, and, if necessary, revise to accommodate City staff's timetables
- Advise the City of Winters staff regarding reliable and defensible types of source documentation
- Provide insight as to how other cities are interpreting and claiming each mandate to ensure that nothing is overlooked or omitted
- Collect relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all departments included in the City's claims
- Complete all eligible claims and provide the City with hard copies of the claims submitted
- Hand deliver all signed claims to the State Controller's Office
- Forward to the City of Winters a copy of the Claims Transmittal signed by the State Controller's Office
- If necessary, act as a liaison with the State Controller's Office in desk reviews or actual field audits.

ak & company's approach to any New Claims will involve this same process, with additional initial steps:

- Immediate notification to both the SB 90 Coordinator and affected departmental personnel once Parameters and Guidelines have been approved by the Commission on State Mandates
- Subsequent notification to these individuals once the State Controller's Office has issued Claiming Instructions.

PROFESSIONAL FEES

COST FOR ANNUAL CLAIMS

ak & company will complete each element of this proposal as it relates to the Annual Claims due on January 15, 2008 for a Fixed Fee of two thousand nine hundred dollars (\$2900). This includes all fees and expenses incurred in the claim preparation process.

METHOD OF PAYMENT

ak & company will invoice the City of Winters for all work proposed in two equal installments: The first in July, 2007 upon approval of the Agreement and the second in February, 2008 following the filing of the Annual Claims.

COST FOR NEW CLAIMS

ak & company will complete each element of this proposal as it relates to any New Claims for which claiming instructions are issued during FY 2007-2008 for a Variable Fee not to exceed one thousand dollars (\$1000) per EACH mandate. The fee will be based on actual time and expenses incurred in the claim preparation process. The Variable Fee will not exceed 25% of the total value of all claim years filed.

METHOD OF PAYMENT

ak & company will invoice the City of Winters for all work proposed for each New Claim within thirty (30) days of each filing deadline.

Thank you for your consideration of this proposal for the City of Winters.

If this proposal and terms of the Agreement are acceptable to the City of Winters, please sign and return one copy of the enclosed Agreement to **ak & company**.

ANITA KEREZSI WORLOW

ak & company

3531 Kersey Lane, Suite M
Sacramento, CA 95864

Phone: 916.972.1666
Fax: 916.972.1666
Email: akcompany@um.att.com

Exhibit "B" Provided by Consultant

See Attached

**AGREEMENT FOR PROVISION OF
PROFESSIONAL CONSULTING SERVICES TO THE
CITY OF WINTERS**

This AGREEMENT is entered into on the _____ day of _____, 2007 both by and between ak & company ("Consultant" for the purposes of this Agreement) and the City of Winters ("City" for the purposes of this Agreement).

PURPOSE:

Article XIII B of the State of California's Constitution allows local agencies to recover costs associated with provision of certain activities that have been mandated by the State. The City has made the determination that provision of the Consultant's services to prepare and file mandated cost reimbursement ("SB 90" for the purposes of this Agreement) claims is the most cost effective and economical method to complete this process. The Consultant has knowledge and experience in completion of the data collection, preparation and submission of SB 90 claims to the State of California. The City agrees that Consultant will assist the City in the preparation, submission and negotiations involving these state mandated programs.

The City and Consultant mutually agree that Consultant will perform the following:

- 1) Scope of Services. Consultant will perform in a professional manner the following services:
 - a) By January 15, 2008, prepare and submit SB 90 claims to the State Controller's Office, according to the State Controller's 2007 Annual Claiming instructions.
 - b) Prepare and submit new SB 90 claims according to claiming instructions issued during the 2007-2008 fiscal year. Claims covered under this section are those with a claim due date other than January 15, 2008.
 - c) Prepare and submit amended or late SB 90 claims, as necessary.
 - d) Advise the City of State Controller's Office issues associated with any SB 90 claims prepared and submitted by the Consultant.
 - e) Include both direct and indirect costs in SB 90 claims submitted by the Consultant. The Consultant may choose to use either the State Controller's ten percent (10%) indirect cost rate or choose to calculate a higher rate if necessary City financial records are available.
- 2) Term of Agreement. This Agreement shall become effective immediately upon signing and continue in effect until September 30, 2008.
- 3) Staff. "Consultant" includes all staff required to complete performance of this Agreement's services. Services included in this Agreement will be completed by the

Consultant or under the Consultant's supervision. Any additional staff will be experienced in the SB 90 process.

- 4) Costs of Agreement and Method of Compensation – Annual Claims. In exchange for the Consultant's provision of the above services, the City agrees to compensate the Consultant in a Fixed Fee in the amount of two thousand nine hundred dollars (\$2900). This fee will be paid in two equal installments: Fifty percent (50%) or \$1450 will be due and payable in July, 2007, or upon signing of the Agreement; fifty percent (50%) in February, 2008, following filing of annual claims.

Costs of Agreement and Method of Compensation – New Claims. In exchange for the Consultant's provision of the above services as they pertain to New Claims, the City agrees to compensate the Consultant in a Variable Fee not to exceed the amount of one thousand dollars (\$1000) for all years for each new mandate filed.

The amount of the fee for each new mandate will be based on actual time and expenses. The minimum fee for all years for each new mandate filed will be \$350. The maximum fee for all years of each new mandate filed will not exceed 25% of the value of all claim years filed.

This fee will be invoiced following each new filing deadline and will be payable within thirty (30) days of each invoice. A Claims Transmittal, evidencing proof of claims filed and signed by the State Controller's Office will be submitted with each invoice.

- 5) City's Provision of Staff and Materials. Consultant will inform City staff of the necessary data for timely claims submission. Consultant will presume that all data provided by the City is correct and complete. There will be no Consultant liability for unfilled or late claims resulting from insufficient data or data not provided in a timely fashion.

The City and Consultant agree that Consultant requested data must be provided by City staff either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion. All Annual Claims data requested must be provided no later than November 30, 2007 to ensure timely claims submission.

- 6) Third Party Obligations. The only parties to this Agreement and entitled to enforce the terms of the Agreement are the City and the Consultant. No right or benefit, direct or indirect, is given to any third parties.

- 7) Records and Inspections. In accordance with State law, Consultant will maintain complete, accurate records concerning all matters covered under this Agreement. During normal business hours, the City will have access to these records. A thirty (30) day written notice will be provided by the City when it intends to inspect or audit these records. Prior to being granted such access, any City employee, consultant, subcontractor or agent will execute a non-disclosure agreement.

- 8) **Waiver of Submission of Claims.** Submission of claims pursuant to Section 1) a) and b) may be waived. If a waiver is exercised by either party, the Consultant will be paid by the City for all work completed prior to and until the waiver's date of effect. The amount paid will not exceed the dollar amount indicated in Section 4). In case of a waiver, the Consultant will be paid based on the percentage of work required to submit the claims that were completed prior to the effective date of the waiver.
- a) **At Option of the City.** Pursuant to a specific State claiming instruction, at the City's discretion, it may instruct the Consultant not to file a specific claim or claims. This instruction must be in writing and provided to the Consultant at least thirty (30) days prior to the due date of the claim. The date the Consultant receives the City's written instruction will be the effective date of the City's waiver.
- b) **At Option of the Consultant.** At the Consultant's discretion, Consultant may advise the City of the reasons it does not intend to file a specific claim. The date the Consultant mails its notification to the City will be the effective date of the Consultant's waiver. The City will expect the Consultant to file any pertinent claim that meets the minimum limit set by the State.
- 9) **No Waiver of Rights and Remedies.** In no event will any City payment to Consultant constitute a waiver by the City of any breach of covenant or any default that may exist on the part of the Consultant. Payment made by the City while any such breach or default does not impair or prejudice any City right or remedy in respect to such breach or default.
- 10) **Consultant Audit Liability.** Consultant will presume that all statistical and financial data provided by the City is correct and complete. Consultant will provide workpapers and records to State Controller's Office (SCO) auditors if an audit should occur. Any State disallowance of amounts paid to the City under the claim or claims for whatever reason will be solely the City's responsibility. If the City so requests, Consultant will assist the City in defending claims at the desk audit level, provided such a disallowance amounts to at least ten percent (10%). No contest by the Consultant for reductions of less than 10 percent (10%) will be made. Incorrect Reduction Claims preparation is not included in any part of this Agreement.
- 11) **Independent Contractor.** In performing the scope of services of this Agreement, the City and Consultant agree that Consultant is an independent contractor with complete control of the work and manner in which it is performed. For no purposes are the Consultant or Consultant's employees considered agents or employees of the City.
- 12) **Insurance.** Appropriate general liability, automobile and professional liability insurances will be maintained by the Consultant.
- 13) **Limitation of Liability.** Consultant will not be liable for consequential, special, indirect, or punitive damages. For any reason whatsoever, foreseeable or not, will the Consultant's liability exceed the total amount paid to the Consultant under this Agreement.

- 14) **Changes.** If either the City or the Consultant requires changes in the scope of services included in this Agreement, they must be mutually agreed upon by and between the City and the Consultant. Any changes will be included in a written and duly executed amendment to this Agreement.
- 15) **Notices.** Under this Agreement, any signatures, reports, bills or notices required will be adequate if sent by either the City or the Consultant via postage paid USPS mail to the address noted below:

Contact Name: _____ **Title:** _____

Address: _____

Phone #: _____ **Fax #:** _____

Email Address: _____

ak & company
3531 Kersey Lane, Suite M
Sacramento, CA 95864

Phone #: 916.972.1666
Fax #: 916.972.1666
email: akcompany@um.att.com

Any notices will be considered delivered after five (5) days of being deposited in a USPS mailbox.

- 16) **Agreement Complete.** The City and Consultant agree that this Agreement and any subsequent documents incorporated by specific reference contain all the terms and conditions previously agreed upon. No other agreements regarding this Agreement will bind either the City or the Consultant in any way.
- 17) **Severability.** If any portion, section, provision, part, or term of this Agreement are found to be in conflict with either a law of the United States of America or the State of California, or otherwise be unenforceable, the remaining portions, sections, provisions, parts or terms will be deemed severable and shall remain in full force and effect.
- 18) **Receipt of Agreement.** Consultant must receive a signed copy of this Agreement by June 30, 2007 in order to warrant that Annual Claims will be submitted in a timely fashion.
- 19) **Signature Authority.** Individuals signing this Agreement certify to the following:
 - a) He or she is authorized to sign this Agreement on behalf of the City;
 - b) The City has all approvals necessary to enter into this Agreement;
 - c) This Agreement is a valid, enforceable obligation of the City upon execution.

THEREFORE, The City and the Consultant execute this Agreement as of the date below.

ATTEST: By: _____
(City Official)

Date: _____ Title: _____

Date: _____

ak & company
By: Anita Kerezsi Worlow
Anita Kerezsi Worlow, Principal

Date: 5/12/07

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

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

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

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

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

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

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

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT agrees to indemnify, including the cost to defend, the CITY, its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the CITY or the agents, servants, or independent contractors who are directly responsible to the CITY or arising from the active negligence of the CITY.

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

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

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

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

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

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

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

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

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



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: July 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nicholas J. Ponticello, City Engineer
SUBJECT: State Route 128 and I-505 Northbound Ramp Signal, Project No. 05-02

RECOMMENDATION: Staff recommends the City Council (1) deem Teichert Construction as non-responsive and reject their bid; (2) award the construction contract for the State Route 128 and I-505 Northbound Ramp Signal, Project No. 05-02, to Vintage Paving Company Inc., in the amount of Three Hundred Fifty Two Thousand Three Hundred Seventy Eight Dollars (\$352,378); (3) authorize expenditures in the amount of Three Hundred Eighty Seven Thousand Six Hundred Sixteen Dollars (\$387,616) for construction; and (4) authorize the City Manager to execute the Contract on the City's behalf.

BACKGROUND: The City's General Plan requires that project-level traffic impact studies be performed to confirm existing conditions and to identify roadway and intersection improvements required to maintain the City's Level of Service (LOS) thresholds for all developments of 20 units or more. The City is currently in possession of tentative maps for several developments.

As part of the environmental review process in identifying traffic impacts associated with the current development proposals, the traffic study prepared for the Mitigated Negative Declaration identified specific mitigations to address traffic impacts. One key mitigation requirement was to construct a traffic signal on the northbound off-ramp at the intersection of I-505 and SR128, when the 40th building unit is issued within the City.

On January 18, 2005, Council approved the Project Budget Sheet (PBS) for pre-design and design services and approved a Professional Services Agreement with Fehr & Peers. Staff and the design engineer coordinated the design with Caltrans and obtained approval for an Encroachment Permit in May. The Council authorized bid advertisement on May 15, 2007. In June 2007 the construction documents were advertised for bid. The bid opening was held on June 27, 2007 and three bids were received. The bid tabulation is attached as Exhibit A.

Based upon the bid results, Teichert Construction submitted the low monetary bid of \$349,609. Upon further review of the bid package submitted by Teichert, it became apparent that they could not comply with Contract Documents which states that the Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than fifty percent (50%) of the value of original Total Contract Price. Teichert's failure to meet this requirement makes their bid non-responsive and ineligible to receive the contract.

It is recommended that the contract be awarded to Vintage Paving Company Inc., as the low, responsive, responsible bidder, in the amount of \$352,378. The requested amount for construction expenditures (\$387,616) includes a 10% contingency, which is typical for this type of project. The Engineer's Estimate was \$408,400.

Construction should commence in July with completion slated for late November.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: None from the General Fund. Street Development Impact funds will be used for the construction of the signal. The approved Project Budget Sheet included \$487,000 for construction.

Attachments: Exhibit A - Bid Tabulation

BID SUMMARY - EXHIBIT A
State Route 128 and I-66 Northbound Ramp Signal, Project No. 06-02
 Bids opened: June 27, 2007

No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Teichert		Vintage		Heaps	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A. BASE BID											
1	Temporary Concrete Washout Facility	1	EA	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$300.00	\$300.00	\$300.00	\$300.00
2	Remove Asphalt Concrete	1600	SF	\$5.00	\$8,000.00	\$1.60	\$2,560.00	\$0.45	\$720.00	\$0.45	\$720.00
3	Remove Base and Surfacing	60	CY	\$35.00	\$2,100.00	\$75.00	\$4,500.00	\$180.00	\$9,600.00	\$160.00	\$9,600.00
4	Clearing and Grubbing	1	LS	\$5,300.00	\$5,300.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5	Watering	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
6	Mobilization	1	LS	\$30,300.00	\$30,300.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
7	Cold Plate Asphalt Concrete & AC Overlay	750	SY	\$65.00	\$48,750.00	\$22.00	\$17,300.00	\$35.00	\$27,650.00	\$40.00	\$30,000.00
8	Earthwork	250	CY	\$5.00	\$1,250.00	\$4.00	\$1,000.00	\$140.00	\$35,000.00	\$140.00	\$35,000.00
9	Erosion Control, Type D	38	CY	\$5.00	\$190.00	\$4.00	\$152.00	\$140.00	\$5,320.00	\$140.00	\$5,320.00
10	Fiber Reels	300	LF	\$2.00	\$600.00	\$9.50	\$2,850.00	\$7.00	\$2,100.00	\$7.00	\$2,100.00
11	Aggregate Base	150	CY	\$25.00	\$3,750.00	\$125.00	\$18,750.00	\$120.00	\$18,000.00	\$150.00	\$22,500.00
12	Asphalt Concrete, Type A	80	TON	\$65.00	\$5,200.00	\$300.00	\$24,000.00	\$220.00	\$17,600.00	\$220.00	\$17,600.00
13	Signal and Lighting	1	LS	\$258,000.00	\$258,000.00	\$165,000.00	\$165,000.00	\$195,789.00	\$195,789.00	\$192,960.00	\$192,960.00
14	Pavement Delineation	1	LS	\$5,100.00	\$5,100.00	\$16,250.00	\$16,250.00	\$6,742.00	\$6,742.00	\$6,742.00	\$6,742.00
15	Traffic Handling and Stage Construction	1	LS	\$9,700.00	\$9,700.00	\$40,000.00	\$40,000.00	\$19,000.00	\$19,000.00	\$40,246.00	\$40,246.00
16	Install Roadside Sign	7	EA	\$550.00	\$3,850.00	\$490.00	\$3,430.00	\$465.00	\$3,255.00	\$465.00	\$3,255.00
17	Temporary Lighting	1	LS	\$6,700.00	\$6,700.00	\$8,500.00	\$8,500.00	\$7,722.00	\$7,722.00	\$10,430.00	\$10,430.00
Total Bid					\$408,350.00		\$349,609.00		\$362,378.00		\$421,563.00



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Director of Administrative Services *[Signature]*
SUBJECT: Attendance and Voting Delegate at Annual League of California Cities Conference

RECOMMENDATION:

City Council to discuss attendance at the Annual League of California Cities, appoint a voting delegate and you may also appoint an alternate if you choose.

BACKGROUND:

Each year the League of California Cities hosts an annual conference. It typically is one year in northern California and the next year in southern California. This year it is being held in Sacramento on September 5th through the 8th, 2007.

Consistent with League bylaws, a city's voting delegate and alternate must be designated by the city council. This allows the city to have one vote on matters pertaining to League policy.

FISCAL IMPACT:

Registration and travel costs will apply depending on number of persons attending.

Please review this memo carefully. New procedures were adopted in 2006 regarding designation of voting delegates and alternates and voting at the Annual Conference.

June 8, 2007

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 5-8, Sacramento**

The League's 2007 Annual Conference is scheduled for September 5-8 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting, scheduled for Saturday morning, September 8, at the Hyatt Hotel in Sacramento. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, your city may appoint up to two alternate voting delegates. The ability to appoint up to two alternates is the result of approval last year of a League bylaws amendment that increased the number of voting delegate alternates from one to two.

Please complete the attached Voting Delegate form and return it to the League's office no later than August 13, so that voting delegate/alternates records may be established prior to the conference. At the conference, voting delegate forms may be returned to the Voting Delegate Desk located in the conference registration area.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. At least one must be present at the Business Meeting and in possession of voting card in order to cast a vote. Voting delegates and alternates

-over-



Annual Conference Voting Procedures 2007 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. We encourage voting delegates and alternates to sign in at the Voting Delegate Desk so that they may receive a special stamp on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates) and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is not either a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the city's voting delegate and alternates wish to sit together, all should sign in at the Voting Delegate desk and obtain the special stamps on their badges.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2007 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by August 13, 2007. Forms not sent by this deadline may be returned to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this special area will be limited to individuals (voting delegates and alternates) who are identified with a special stamp on their conference badge. If your city's voting delegate and alternates wish to sit together at the Business Meeting, they are all encouraged to sign in at the Voting Desk in order to obtain the identifying stamp that will admit them to the special voting area.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTEST (I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate.)

Name: _____

Phone: _____

Title: _____

Date: _____

Please complete and return by August 13 to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 17, 2007
FROM: John W. Donlevy, Jr., City Manager, *JWD*
SUBJECT: Winters Library Cooperative Agreement- Amendment

RECOMMENDATION:

That the City Council approve a **SECOND AMENDMENT TO THE COOPERATIVE AGREEMENT FOR THE WINTERS LIBRARY.**

BACKGROUND:

The Cooperative Agreement between the City of Winters, Winters Joint Unified School District and the County of Yolo establishes the governing framework for the proposed Winters Joint Use Library which is currently under design for a site on the Winters High School Campus.

Currently, the three (3) governing partners are pursuing an additional amount of funding (\$1.1 million) from the Office of Public School Construction for the facility. A requirement of the funding is for the inclusion of a Student Safety provision in the Cooperative Agreement. The WJUSD has included as an addendum their policy regarding student safety which is acceptable for meeting this requirement.

The attached agreement will provide for the necessary language to satisfy the needs of OPS in their consideration of our grant application.

FISCAL IMPACT:

None by this Action.

ATTACHMENT:

Agreement.



WINTERS JOINT UNIFIED SCHOOL DISTRICT

909 WEST GRANT AVE., WINTERS, CA 95694

530/795-6100 FAX 530/795-6114

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

BOARD OF TRUSTEES

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

July 6, 2007

Missy Carrick
Office of Public School Construction
1130 'K' Street Suite 400
Sacramento, CA 95814

RE: Winters High School Joint Use Library
52/72702-00-001

Subject: **RESPONSE TO STUDENT SAFETY REQUIREMENT**

Dear Ms. Carrick:

1. In response to your question and request regarding the Joint Use Agreement requirement addressing Student Safety. I am forwarding a copy of Addendum Number 2 which has been signed by each of the managing partners and is scheduled for ratification by the governing boards by the following schedule;

- | | |
|-------------------------------------|---------------|
| a) Winters JUSD Board of Trustees | July 12, 2007 |
| b) City of Winters City Council | July 17, 2007 |
| c) Yolo County Board of Supervisors | July 31, 2007 |

Should you have any further questions or concerns please contact me at (530)795-6173

Best regards,


Gary Cook
Director Facilities

Cc: Superintendent
Chief Business Officer
~~City of Winters City Manager~~
Yolo County Librarian
M. Lehmberg, NTD Stichler
K. Woerheide, NTD Stichler

WE LEARN TOGETHER / APRENDEMOS JUNTOS

AGREEMENT NO. _____

**SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR
THE WINTERS LIBRARY**

This Amendment to Cooperative Agreement ("Second Amendment") is made and entered into this ____ day of _____, 2007, 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"), who agree as follows:

RECITALS

WHEREAS, on December 12, 2006, the parties entered into Agreement No. 06-329 to construct and operate a joint use, co-located public and school library in the City of Winters on the campus of the Winters High School; and

WHEREAS, on May 1, 2007, the parties approved Amendment 1, Agreement No. 07-99 to increase the funding contribution from the Winters Joint School District and the City of Winters; and

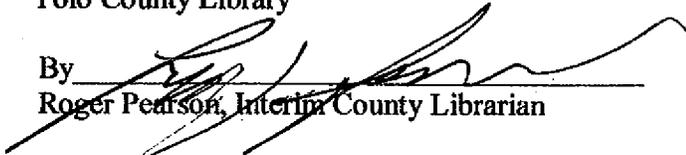
WHEREAS, pursuant to Education Code section 17077.42, there is a need to amend Agreement No. 06-329 to specify the manner of ensuring student safety while students are present in the Winters Joint Use Library during the school day;

NOW, THEREFORE, the parties hereto agree as follows:

1. Agreement No. 06-329, Section 2, Governance and Responsibilities for Management of the Library, Paragraph A is amended to read as follows:
 - A. The safety of pupils during the school day within the confines of the Winters Joint Use Library is ensured in accordance with Winters Joint Unified School District Board Policy 5142(a), (b), and (c) and Administrative Policy 5142 (a), (b), and (c) which specifically address student safety.
2. All other terms and conditions of Agreement No. 06-329, as amended by Agreement No. 07-99 (Amendment 1), shall remain in effect.

IN AGREEMENT, the directors of each of the partnering organizations do hereby resolve to amend the agreement with the understanding that ratification by each governing board is necessary.

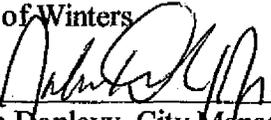
Yolo County Library

By 
Roger Pearson, Interim County Librarian

Winters Joint Unified School District

By 
Dale Mitchell, Superintendent

City of Winters

By 
John Donlevy, City Manager

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.

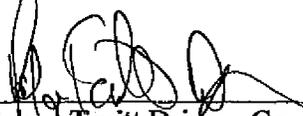
County of Yolo

By _____
Mariko Yamada, Chair
Board of Supervisors

Attest:
Ana Morales, Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:


Robyn Truitt Drivon, County Counsel

Winters Joint Unified School District

By _____
President, Board of Trustees

Attest:

Clerk, Board of Trustees

Approved as to Form:

Attorney for Winters Joint Unified School District

City of Winters

By _____
Woody Fridae, Mayor

Attest:

Nanci Mills, City Clerk

Approved as to Form:

John Wallace, Attorney for City of Winters

SAFETY

The Board of Trustees recognizes the importance of providing a safe school environment in order to help ensure student safety and the prevention of student injury. The Superintendent or designee shall implement appropriate practices to minimize the risk of harm to students, including practices relative to school facilities and equipment, outdoor environment, educational programs and school-sponsored activities.

- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 3320 - Claims and Actions Against the District)*
- (cf. 3514 - Environmental Safety)*
- (cf. 3514.1 - Hazardous Substances)*
- (cf. 3514.2 - Integrated Pest Management)*
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)*
- (cf. 3530 - Risk Management/Insurance)*
- (cf. 3542 - School Bus Drivers)*
- (cf. 3543 - Transportation Safety and Emergencies)*
- (cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*
- (cf. 4119.43/4219.43/4319.43 - Universal Precautions)*
- (cf. 5131 - Conduct)*
- (cf. 5131.1 - Bus Conduct)*
- (cf. 5141 - Health Care and Emergencies)*
- (cf. 5141.1 - Accidents)*
- (cf. 5142.1 - Identification and Reporting of Missing Children)*
- (cf. 5142.2 - Crossing Guards)*
- (cf. 5142.3 - Student Use of Bicycles)*
- (cf. 5143 - Insurance)*
- (cf. 5144 - Discipline)*
- (cf. 5144.1 - Suspension and Expulsion/Due Process)*
- (cf. 6145.2 - Athletic Competition)*
- (cf. 6161.3 - Toxic Art Supplies)*
- (cf. 7111 - Evaluating Existing Buildings)*

Staff shall be responsible for the proper supervision of students during school hours, while at school-sponsored activities and while students are using district transportation to and from school.

The principal or designee shall establish school rules for the safe and appropriate use of school equipment and materials and for student conduct consistent with law, Board policy and administrative regulation. Copies of the rules shall be sent to parents/guardians and be readily available at the school at all times.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety, injury prevention and disease prevention.

SAFETY

Legal Reference:

EDUCATION CODE

- 8482-8484.6 *After School Learning and Safe Neighborhood Partnerships Program*
- 17280-17317 *Building approvals (Field Act)*
- 17365-17374 *Fitness of school facilities for occupancy*
- 32001 *Fire alarms and drills*
- 32020 *School gates; entrances for emergency vehicles*
- 32030-32034 *Eye safety*
- 32040 *First aid equipment*
- 32050-32051 *Hazing*
- 32225-32226 *Two-way communication devices in classrooms*
- 32240-32245 *Lead-free schools*
- 32250-32254 *CDE school safety and security resources unit*
- 32280-32288 *Safety plans*
- 35183.5 *Sun protection*
- 44807 *Duty of teachers concerning conduct of students to and from schools, on playgrounds, and during recess*
- 44808 *Exemption from liability when students are not on school property*
- 44808.5 *Permission for students to leave school grounds; notice (high school)*
- 49300-49307 *School safety patrol*
- 49330-49335 *Injurious objects*
- 49341 *Hazardous materials in school science laboratories*
- 51202 *Instruction in personal and public health and safety*

GOVERNMENT CODE

- 810-996.6 *California Tort Claims Act, especially:*
- 815 *Liability for injuries generally; immunity of public entity*
- 835 *Conditions of liability*
- 4450-4458 *Access to public buildings by physically disabled persons*

HEALTH AND SAFETY CODE

- 115725-115750 *Playground safety*
- 115775-115800 *Wooden playground equipment*
- 115810-115816 *Playground safety and recycling grants*

PUBLIC RESOURCES CODE

- 5411 *Purchase of equipment usable by physically disabled persons*

Legal Reference continued:

VEHICLE CODE

- 21212 *Use of helmets*

CODE OF REGULATIONS, TITLE 5

- 202 *Exclusion of students with a contagious disease*
- 5531 *Supervision of social activities*
- 5552 *Playground supervision*
- 5570 *When school shall be open and teachers present*
- 14103 *Bus driver; authority over pupils*

CODE OF REGULATIONS, TITLE 22

- 65700-65750 *Safety regulations for playgrounds; definitions and general standards*

COURT DECISIONS

- Hoyem v. Manhattan Beach City School District (1978) 22 Cal. 3d 508*
- Dailey v. Los Angeles Unified School District (1970) 2 Cal 3d 741*

Students

BP 5142(c)

SAFETY

Management Resources:

OFFICE OF THE STATE ARCHITECT ADVISORIES

400.90 Death and Injury from Collapse of Free-Standing Walls

U.S. CONSUMER PRODUCT SAFETY COMMISSION

Handbook for Public Playground Safety, 1997, Pub. No. 325

AMERICAN SOCIETY FOR TESTING AND MATERIALS

F 1487-98, Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, 1998

CENTERS FOR DISEASE CONTROL PUBLICATIONS

Guidelines for School Programs to Prevent Skin Cancer, April 26, 2002

WEB SITES

CDE, School Safety Branch: www.cde.ca.gov/spbranch/safety

California Department of Health Services: <http://www.chs.ca.gov>

Environmental Protection Agency: <http://www.epa.gov>

Centers for Disease Control: <http://www.cdc.gov>

Policy

adopted: May 2, 2002

revised: February 15, 2007

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Winters, California

SAFETY

Release of Student to Adult

Students shall be released during the school day in the custody of an adult only if:

1. The adult is the student's parent/guardian with custody.

(cf. 5021 - Noncustodial Parents)

2. The adult has been authorized on the student's emergency card as someone to whom the student may be released when the parent/guardian cannot be reached, and the principal or designee verifies the individual's identification.

(cf. 5141 - Health Care and Emergencies)

3. The adult is a properly authorized law officer acting in accordance with law.

(cf. 5145.11 - Questioning and Apprehension)

4. The adult is taking the student to emergency medical care at the request of the principal or designee.

(cf. 5141.4 - Child Abuse Reporting Procedures)

Supervision of Students

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds and during recess. (Education Code 44807)

Where playground supervision is not otherwise provided, the principal of each school shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The principal or designee shall:

1. Clearly identify supervision zones on the playground and require that all individuals supervising students remain outside at a location from which they can observe their entire zone of supervision.
2. Require that all individuals supervisors remain alert in spotting dangerous conditions, promptly report any such conditions to the principal or designee, and file a written report on such conditions, as appropriate.

SAFETY

3. Establish emergency procedures that ensure swift response to accidents, fighting and situations that could become dangerous, such as overcrowding or unusual gatherings of students.

When determining the ratio of playground supervisors to students, the Superintendent or designee shall consider the size of the playground area, the number of spots that are not immediately visible, and the age of the students.

The Superintendent or designee shall ensure that teachers, teacher aides, yard aides and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help them to forestall problems and resolve conflicts. Such training shall be documented and kept on file.

Playground Safety

The Superintendent or designee shall ensure that playgrounds comply with 22 CCR 65700-65750 pertaining to the design, installation, inspection and maintenance of playgrounds and playground equipment.

New playground equipment shall be either: (22 CCR 65730)

1. Assembled and installed by or under the direct supervision of an individual authorized by the manufacturer
2. Inspected by a certified playground safety inspector prior to its first use

The Superintendent or designee shall ensure that district personnel have read and understood the requirements in 22 CCR 65700-65750 before participating in the design, installation and maintenance of a playground. (22 CCR 65740)

Activities with Safety Risks

Because of concerns about the risk to student safety, the principal or designee shall not permit high risk activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage.

SAFETY

(cf. 6145 – Extracurricular and Cocurricular Activities)

The cost of insurance coverage for such activities shall be borne by the student and/or student body consistent with law and Governing Board policy.

(cf. 3260 - Fees and Charges)

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

Laboratory Safety

The principal of each school offering laboratory work to students shall designate a trained certificated employee to review, update and carry out the school's procedures for laboratory safety.

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee also may provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. (Education Code 32030, 32031)

(cf. 4157/4257/4357 - Employee Safety)

Eye safety devices may be sold to students for an amount not to exceed their actual cost to the district. (Education Code 32033)

(cf. 3260 - Fees and Charges)

Students

AR 5142(d)

SAFETY

Sun Safety

The Superintendent or designee shall recommend appropriate practices to protect students from overexposure to ultraviolet radiation.

(cf. 5132 – Dress and Grooming)

Students shall be allowed to use sunscreen during the school day without a physician's note or prescription. (Education Code 35183.5)

The Superintendent or designee may incorporate sun safety into the curriculum in order to increase students' understanding of the health risks associated with overexposure to ultraviolet radiation and to encourage students to engage in preventative practices.

Protection Against Insect Bites

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent, under the supervision of school personnel and in accordance with the manufacturer's directions, when engaging in outdoor activities.

Regulation

approved: May 2, 2002

revised: February 15, 2007

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Winters, California



CITY COUNCIL STAFF REPORT
July 16, 2007

TO: Honorable Mayor and Council Members

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

FROM: Elliot Landes, Associate

SUBJECT: Discussion and approval of creation and installation of a 31" by 18" stone plaque with image marking the J. Robert Chapman Memorial Trestle Bridge.

RECOMMENDATION: Staff recommends that the City Council take the following actions.

1. Receive the staff report;
2. Discuss the proposed design; and
3. Approve the proposed marker and its installation.

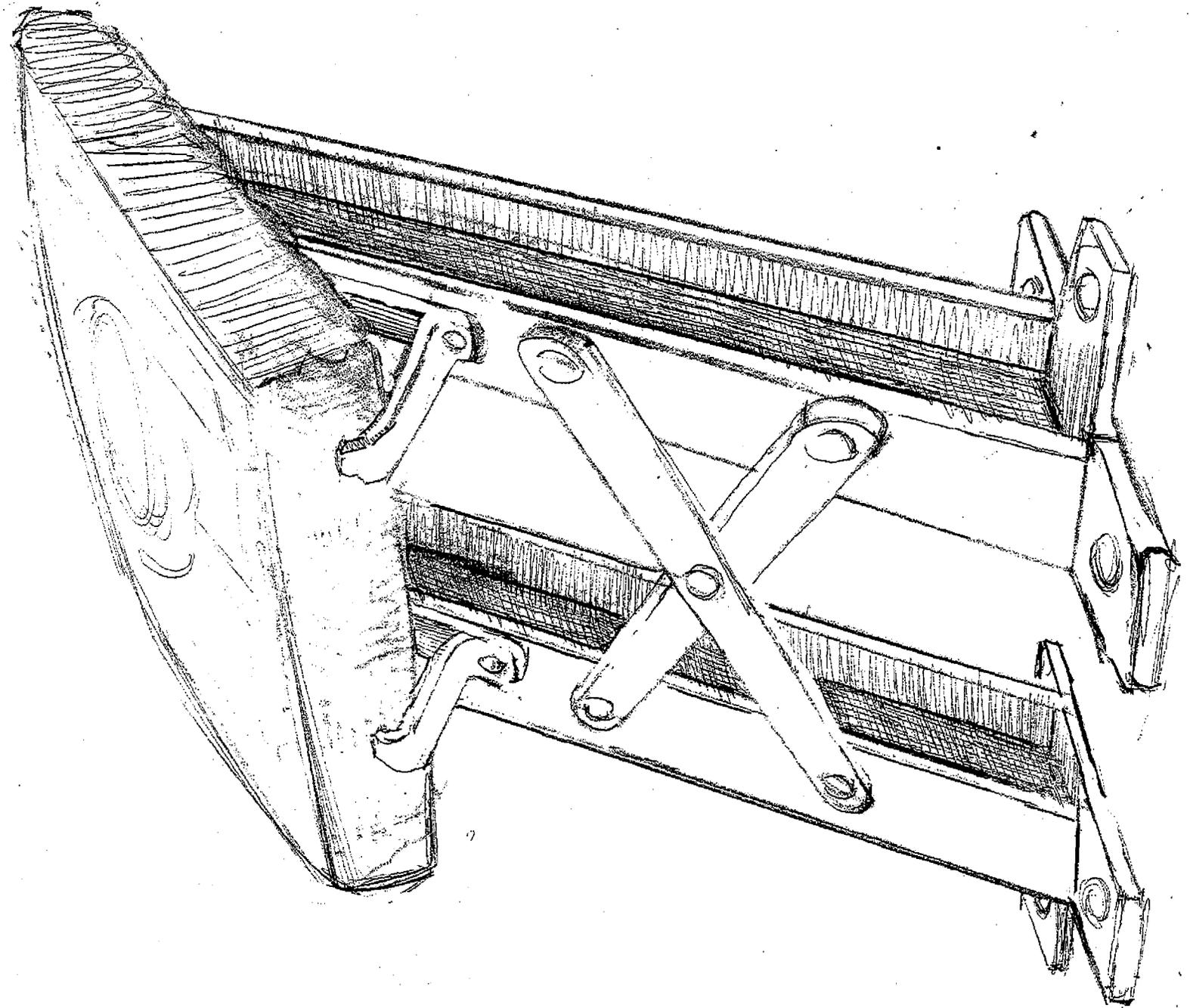
BACKGROUND: The renovation of the Winters Trestle Railroad Bridge should have a commemorative marker that serves to identify the project and tell its history. The proposed marker would be installed in the rectangular 73" x 34" opening created by the railings on the northeast corner of the bridge. The marker would be at the south end of the opening, so a viewer could look down the course of the bridge and read the marker without changing position. The marker would be 10 degrees off horizontal, like an angled desktop. The proposed marker would be 20" x 31", made of black polished stone, with the text and image laser etched.

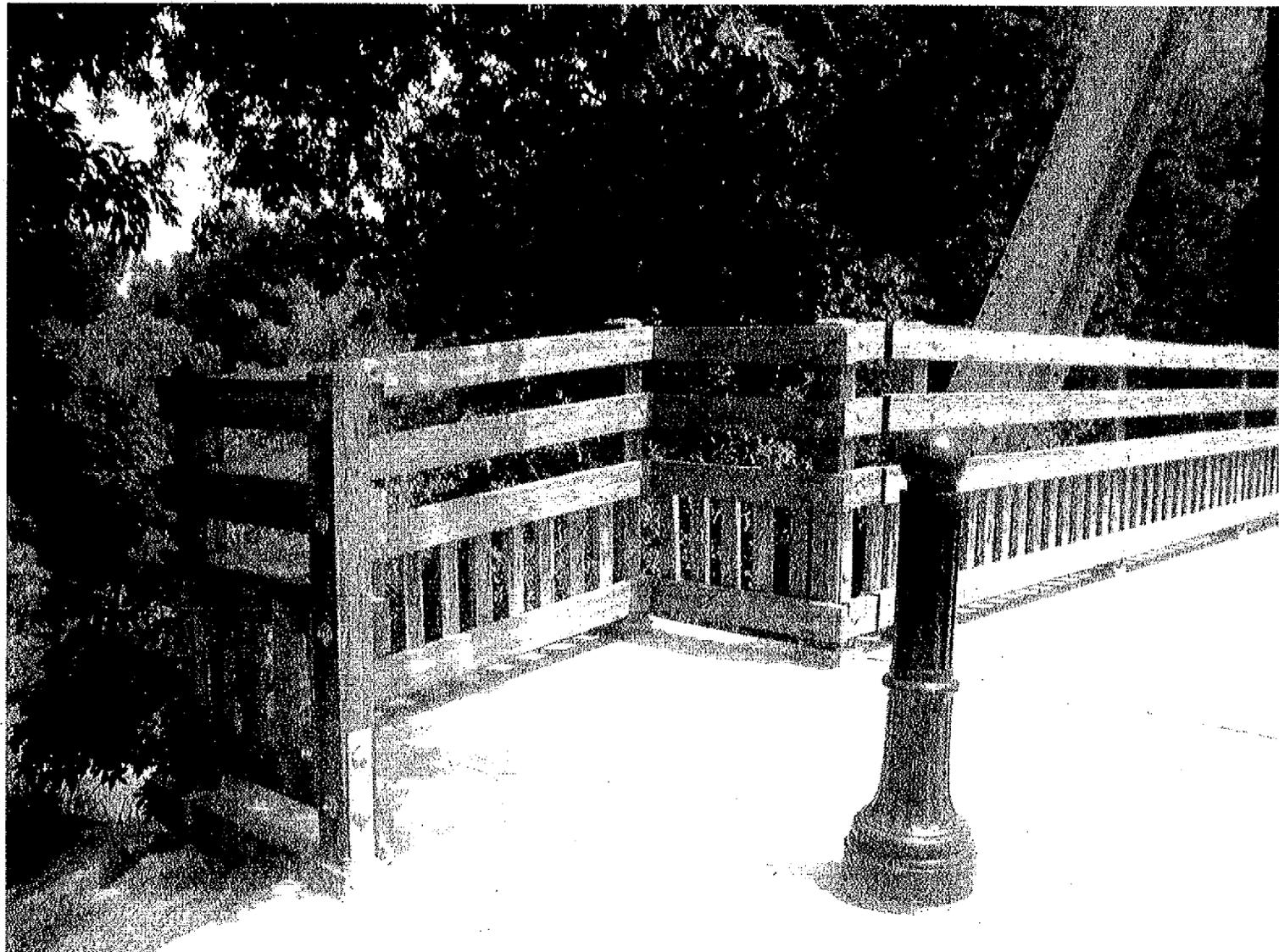
FISCAL IMPACT:

Laser art and the stone:	\$1781.62
Support structure by Jeff Hesemeyer	\$400.00
Art for the image by Hesemeyer:	\$200.00
Installation cost	\$200.00
Total cost:	\$2581.62

ATTACHMENTS:

1. Drawing of the marker pedestal
2. Image of the marker art and text
3. Location of the marker at the bridge
4. Photo of the site
5. Close up of the image
6. McCune Monuments Quote for the stone





JUL 09 07 11:018 McCUNE MONUMENTS CENTER 707 448 6559 P.2

McCune Monuments

212 Main St.

Vacaville, CA 95688

Phone 707-448-2728 Fax 707-448-6559

July 9, 2007

Elliot Landes
Winters City Hall
318 First St.
Winters, CA 95694

Elliot,

First let me take this opportunity to apologize for the delay in getting this quote to you. The following is the pricing for the stone size 31x18x1 sales tax is included in the cost. If the one inch thickness is sufficient the approximate delivery time is 45 days.

Engraved text and design: \$1275.62 however the amount of text would need to be reduced significantly.

Engraved text laser design: \$979.62

Laser text and design: 1275.62

The cost is the same for all laser or all engraved due to artist redraw fees. If you want to increase the thickness of the stone to three inches, the cost would increase by \$506.00 and it would take approximately 90 days for the stone to be delivered.

I hope this is helpful to you. If you should have any further questions, please feel free to call me at 707-448-2728 Monday through Friday from 8-5.

Thank you.

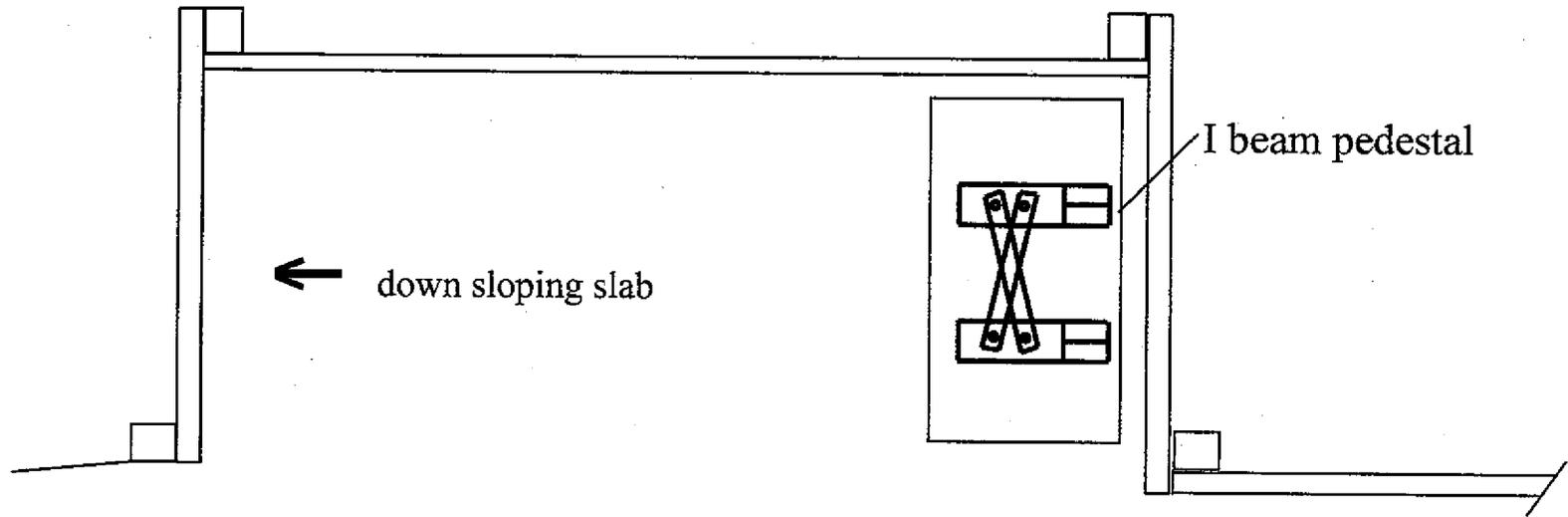
Sincerely,



Heather Johnston



Plan view of proposed stone plaque at railroad bridge,
plaque removed



To bridge →

