



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, August 7, 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 17, 2007 (pp 1-4)

PRESENTATIONS

1. Public Safety Facility Update (pp 5-6)
2. Update from ECO Resources, Inc. V.P. Tom O'Neill and Consultant Rick Harris (pp 7)

DISCUSSION ITEMS

1. Public Hearing and consideration of Master Plan for Sports Park Facility. **Staff is recommending that the City Council continue the public hearing and consideration of the Master Plan for the Sports Park Facility to the August 21, 2007 City Council Meeting** (pp 8)
2. Approval of Winters Putah Creek Committee (WPCC) recommendation to remove the Percolation Dam and improve access, flood plains and beach area (pp 9)
3. Resolution 2007-37 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills (pp 10-11)

COMMUNITY DEVELOPMENT AGENCY

1. Approval of Consultant Contract with Rick Engineering Company for Public Streetscape Design Guidelines and Preliminary Plans for Downtown Streetscape Improvements, Phase 1 (pp 12-25)
2. Receive Staff Report on bids received for extending utilities to the building pad for the Rotary Park restroom facility and authorize expenditure of funds from the existing Capital Improvements Plan, Rotary Park Improvements budget (pp 26-30)

CITY MANAGER REPORT

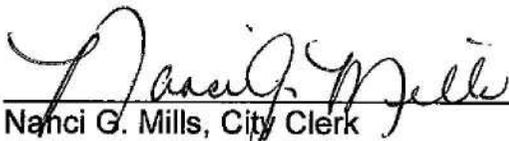
COUNCIL/STAFF COMMENTS

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 7, 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 August 1, 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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Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

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Winters Library – 201 First Street
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 of the Regular Meeting of the
Winters City Council
Held on Tuesday, July 17, 2007

Mayor Pro Tem Michael Martin called the meeting at 7:30 p.m.

Those present were Council Members Cecilia Aguiar-Curry, Harold Anderson, and Mayor Pro Tem Michael Martin. Also present were City Manager John Donlevy, City Attorney John Wallace, Associate Elliot Landes, and City Clerk Nanci Mills.

Council Member Aguiar-Curry made a motion to approve the agenda. Seconded by Council Member Anderson. Motion carried unanimously.

PUBLIC COMMENTS

Kathleen Medina, 842 Walnut Avenue, submitted a letter to Mayor Fridae regarding the nuisance of roosters on a neighboring property. City Attorney Wallace planned to check with Community Development Director Dan Sokolow regarding the zoning regulations and whether a fence can be erected or the nuisance be removed.

Wade Cowan, 106 Third Street, read aloud a letter on behalf of Lands of Pearse LLC and requested a meeting with City Manager Donlevy and Community Development Director Sokolow regarding a parcel split on Third Street. This meeting was scheduled for Thursday, July 19 @ 9 am.

Tom Pearse, 103 Third Street, also addressed the City Council regarding the aforementioned parcel split.

John Smith, a member of the Board of Directors, Executive Director Debra Chase and Board President Bob Schneider of Tuleyome, Inc., addressed the City Council regarding Swainson Hawk conservation mitigation easements.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council held on July 3, 2007

- 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

City Manager Donlevy gave an overview. Council Member Anderson requested that the minutes of the July 3, 2007 City Council Meeting reflect a joint public hearing for Discussion Item #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 and Approving a Joint Powers Agreement for Administration of the PTA Grant; and Allocating up to \$1,000 for Grant Cash Match, and Community Development Agency Agenda Item #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. These items were also jointly voted on.

Council Member Aguiar-Curry made a motion to approve the consent calendar with the correction to the July 3, 2007 minutes. Seconded by Council Member Anderson. Motion carried unanimously.

PRESENTATIONS: None

DISCUSSION ITEMS

1. **Award Construction Contract for Grant Avenue/I-505 NB Off-Ramp Signal, Project No. 05-02**

City Manager Donlevy gave an overview. Council Member Anderson made a motion to approve staff recommendation and award the construction contract for Grant Avenue/I-505 NB Off-Ramp Signal, Project No. 05-02, to Vintage Paving Company, Inc. in the amount of \$352,378 and authorize expenditures in the amount of \$387,616 for construction. Seconded by Council Member Aguiar-Curry. Motion carried unanimously.

2. **Designate Voting Delegate and Alternate to League Annual Conference on September 5-8, 2007 in Sacramento**

Council Member Anderson made a motion to designate Council Member Aguiar-Curry as Voting Delegate and Council Member Stone

as Alternate to the League of California Cities. Seconded by Council Member Aguiar-Curry. Motion carried unanimously.

3. Amendment to the Winters Library Cooperative Agreement

City Manager Donlevy gave an overview. Council Member Curry made a motion to approve a second amendment to Cooperative Agreement for the Winters Library. Seconded by Council Member Anderson. Motion carried unanimously.

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

City Manager Donlevy gave an overview and introduced Associate Elliot Landes, who reviewed the proposed design. Theresa Sackett, 601 First Street, indicated Jack Lindeman was instrumental in the construction of the Railroad Trestle Bridge, which should be named after him. Nothing against Mr. Chapman's family. She also indicated the Margaret Parsons Trust is pulling out.

Council Member Anderson made a motion to approve staff recommendation with the creation and installation of a 31" X 18" stone plaque with image marking the J. Robert Chapman Memorial Trestle Bridge. Seconded by Council Member Aguiar-Curry. Motion carried unanimously.

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT: City Manager Donlevy indicated that during the installation process of the new aerators at the wastewater pond, an odor may be present.

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry, along with Planning Manager Kate Kelly, attended the Yolo County Board of Supervisors meeting, where the General Plan Update was discussed. They decided to remove Co. Rd. 27 / I-505 from the General Plan draft studies and requested

additional policy language for I-505 / Hwy. 128. The Chamber of Commerce Earthquake Festival will be held on August 24, 2007 and the plans for a Farmers Market to begin in August. The Chamber is also moving forward on the recycle bags for which the City donated funds to get the project started. The hispanic community is hoping to have a fiesta on September 15. The League of California Cities / Council Member Institute is meeting next week.

Council Member Anderson indicated the Putah Creek Committee is planning a Monticello Dam 50 Year Celebration to be held at Solano Park on October 15, 2007, from 9 am to 1 pm. He also inquired about the dates for the upcoming 2X2 meetings.

The Winters City Council members have been requested to attend several functions at the 2007 Yolo County Fair. City Manager Donlevy indicated a calendar will be put together and distributed to the City Council members to give them the opportunity to attend the various functions.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT:

The meeting was adjourned at 8:43 p.m.

Mayor Pro Tem Michael Martin

ATTEST:

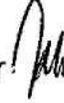
Nanci G. Mills, City Clerk

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.

MEMO

TO: Honorable Mayor and Councilmembers
DATE: August 7, 2007
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Bruce K. Muramoto, Chief of Police; Scott Dozier, Fire Chief
SUBJECT: Public Safety Facility Update

INFORMATION:

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

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 also 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.

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

- Rumsey-Cache Creek Fire Department
- Woodland Police Department
- Dixon Fire Department
- Davis Police Department
- West Sacramento Police Department
- West Sacramento Fire Station 45
- American Canyon Public Safety Facility

ALTERNATIVES:

None by this action

FISCAL IMPACT:

None by this action



ECO Resources, Inc.

July 2, 2007

TO: NANJI MILLS

FROM: RICK HARRIS/ Wesley Mercado

SUBJECT: COUNCIL AGENDA

Eco Resources, Inc. would like to be included on the AUG 7th, 2007 agenda for the Winters City council meeting. Our topic will be updating the City Council members on Current Operations of the City of Winters Wastewater Treatment Facility. Current ECO Resources, Inc. staff, to include, Vice President Tom O'neil and Consultant Rick Harris will be present.

If there are any questions, please feel free to contact Tom O'neil at 916-984-1116 or on his mobile at 916-917-6210.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Harris", is written over a horizontal line.

Rick Harris
Consultant for ECO Resources, Inc.



CITY COUNCIL STAFF REPORT
August 7, 2007

TO: Honorable Mayor and Council Members

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

FROM: Dan Sokolow – Community Development Director 

SUBJECT: **Public Hearing and consideration of Master Plan for Sports Park Facility.**

RECOMMENDATION: Staff recommends that the City Council continue the public hearing and consideration of the Master Plan for the Sports Park Facility to the August 21, 2007 City Council meeting.

Parks/Sports Park CC Stf Rpt 7Aug07



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE: July 17, 2007

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

FROM: Carol Scianna, Management Analyst *CS*

SUBJECT: Approval of Winters Putah Creek Committee (WPCC) recommendation to remove the Percolation Dam and improve access flood plains/beach area.

RECOMMENDATION: Approve WPCC recommendation to remove the Percolation Dam and improve access flood plains/beach area.

BACKGROUND: The WPCC presented their recommendation to remove the Perc Dam at the March 10, 2007 Nature Park Master Plan Workshop. Council members were informed of this recommendation via memo dated February 26, 2007. Since that time, there has been a second Master Plan Workshop and after much discussion on the issue of removing the Perc Dam the WPCC maintains that the removal of the dam is a vital project to facilitate Putah Creek restoration.

There have been some concerns raised regarding the removal of the Perc Dam, the most common being that the City will lose one of its most important recreational features. The WPCC feels confident that the recreational opportunities at the creek will be enhanced rather than decreased with the removal of the dam. Removal of the dam and narrowing of the creek channel will create more flood plain terraces, providing more beach area for Nature Park users. These improvements will also be vital to improving fish and other wildlife habitat.

The condition of the Perc Dam is currently viewed by many as an attractive nuisance at a minimum and potential liability for the City. The removal of the Perc Dam and restoration of the area will provide residents and visitors with a safer, more accessible nature park environment.

FISCAL IMPACT: None, Funding for the project is from Prop. 50- California River Parkways Grant



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : August 7, 2007
THROUGH: John W. Donlevy, Jr., City Manager *John W. Donlevy, Jr.*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly A. Gunby*
SUBJECT: Resolution Confirming Delinquent Utility Bills

RECOMMENDATION:

City Council approve Resolution 2007-37 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

BACKGROUND:

The City of Winters bills each property owner for water and sewer services on a monthly basis. The Finance Department has procedures in place to collect charges that are not paid on a timely basis. This resolution allows for the amounts that are not collected through the normal billing process to be placed on the property owner's property as a lien, and be assessed to the property owner on the property tax bill issued by the County of Yolo. Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then are remitted to the City of Winters, thereby preventing accounts from becoming uncollectible.

FISCAL IMPACT:

None

RESOLUTION 2007-37

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
CONFIRMING DELINQUENT UTILITY BILLS

WHEREAS, the City of Winters provides utility services within the city limits;
and

WHEREAS, the Municipal Code of the City of Winters by its terms provides that
the owners of the respective real properties are the recipient of said services, and liable
for the costs therefor; and

WHEREAS, several of said property owners have failed to pay for said utility
services;

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

The City of Winters has delinquent accounts regarding the following accounts,
and in the following amounts:

Parcel Number	Amount	Parcel Number	Amount	Parcel Number	Amount	Parcel Number	Amount	Parcel Number	Amount	Parcel Number	Amount
003-512-10-1	135.53	003-190-24-1	284.06	003-403-03-1	142.03	003-371-02-1	288.08	003-183-17-1	118.39	003-473-06-1	270.11
003-381-06-1	151.58	003-380-25-1	142.03	003-424-28-1	217.96	003-144-04-1	1,086.77	003-524-17-1	256.85	003-404-09-1	112.35
003-203-09-1	142.03	003-450-04-1	218.87	003-171-04-1	287.16	003-170-17-1	288.08	003-395-03-1	141.53	003-480-27-1	109.03
003-155-13-1	211.88	003-372-13-1	142.03	003-424-02-1	142.03	003-182-85-1	186.58	003-170-19-1	293.79	003-402-09-1	142.03
003-462-07-1	220.56	003-276-10-1	142.03	003-441-06-1	330.58	003-523-06-1	142.03	003-401-04-1	131.03	003-201-07-1	141.58
003-180-29-1	319.67	003-152-03-1	142.03	003-160-14-1	142.03	003-144-05-1	373.42	003-421-10-1	142.03	003-360-12-1	457.42
003-130-09-1	220.95	003-480-46-1	142.03	003-141-12-1	136.62	003-405-06-1	142.03	003-141-15-1	218.87	003-146-01-1	142.03
003-410-18-1	142.03	003-242-01-1	170.80	003-402-22-1	142.03	003-341-39-1	142.03	003-501-17-1	142.03	003-154-10-1	202.85
003-395-08-1	288.08	003-361-28-1	142.03	003-463-09-1	233.25	003-276-03-1	131.03	003-202-02-1	239.27	003-182-77-1	211.88
003-464-01-1	121.03	003-393-12-1	135.53	003-360-16-1	219.51	003-203-01-1	148.38	003-460-13-1	240.46	003-190-04-1	490.22
003-243-06-1	306.95	003-501-01-1	253.22	003-381-07-1	129.55	003-272-17-1	142.03	003-171-21-1	201.70	003-341-29-1	142.03
003-342-16-1	1,551.11	003-393-01-1	287.98	003-201-14-1	242.08	003-170-06-1	139.03	003-401-03-1	141.65	003-203-04-1	142.03
003-444-01-1	181.10	003-143-08-1	1,237.07	003-514-02-1	142.03	003-360-15-1	183.00	003-441-14-1	142.03	003-142-10-1	184.28
003-516-03-1	219.51	003-466-03-1	142.03	003-503-18-1	142.03	003-492-10-1	637.81	003-282-24-1	142.03	003-480-480-1	142.03
003-403-20-1	171.29	003-192-03-1	475.15	003-464-05-1	142.03	003-142-06-1	142.03	003-464-13-1	151.58	003-203-13-1	142.03
003-462-18-1	142.03	003-492-23-1	211.88	003-426-09-1	142.03	003-182-71-1	350.74	003-392-05-1	211.88	003-272-04-1	194.65
003-371-09-1	367.33	003-463-10-1	1,545.30	003-462-04-1	135.08	003-442-04-1	142.03	003-450-09-1	142.03	003-502-03-1	142.03
003-463-15-1	142.03	003-462-01-1	269.32	003-472-08-1	288.21	003-241-27-1	112.03	003-441-16-1	101.58	003-402-18-1	142.03
003-180-18-1	147.47	003-511-15-1	142.03	003-510-16-1	284.22	003-474-22-1	142.03	003-473-10-1	82.73	003-524-04-1	142.03
003-141-13-1	108.69	003-501-12-1	148.06								

AYES:
NOES:
ABSTAIN:
ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chairman and Agency Members
DATE: August 7, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nicholas Ponticello, City Engineer
SUBJECT: Approval of Consultant Contract with Rick Engineering Company for Public Streetscape Design Guidelines and Preliminary Plans for Downtown Streetscape Improvements, Phase 1

RECOMMENDATION: Staff recommends the Community Development Agency Board of Directors 1) approve the negotiated consultant contract with Rick Engineering Company for the Development of the Downtown Streetscape Design Guidelines and the preliminary design of Streetscape Improvement Project, Phase 1, Project No. 06-07, and 2) authorize the City Manager to execute the contract with Rick Engineering.

BACKGROUND: On March 20, 2007, the Community Development Agency Board of Directors approved the Request For Proposals (RFP) to solicit professional design services for the subject project in a Qualifications Based Selection (QBS) process. The QBS process has been completed and the top-ranked consulting firm was Rick Engineering Company of Sacramento. A refined scope of work and cost has been negotiated with Rick Engineering to the satisfaction of City staff (see attached copy).

For the QBS process, eight firms which specialize in this type of work were invited to propose on the project, but only three firms submitted proposals. The three firms which submitted proposals were Rick Engineering Company, The HLA Group, and vanderToolen Associates. The proposals were evaluated and ranked on their 1) demonstrated understanding of the project requirements, 2) overall proposal quality, 3) relevant experience and technical competence, 4) demonstrated experience in similar work, and 5) proximity of their proposing office to Winters (with Local Preference).

After the proposals were reviewed and ranked, all three firms were also interviewed by a panel composed of Mike Martin and Kate Kelly of the City of Winters, Christine Engel of the City of Woodland and Asa Utterback of Ponticello Enterprises. While all three firms were deemed qualified for the work, the panel unanimously recommended Rick Engineering as the most qualified consulting team.

The proposed scope of consulting services will have Rick Engineering solicit and

involve the input of the downtown merchants and the Winters general public in the process of developing Streetscape Design Guidelines for the Downtown Master Plan Area. The Downtown Master Plan is the approved foundation and frame of Winters' vision for its downtown and will not be reworked or revisited. The process of developing the Streetscape Design Guidelines will simply provide the more detailed definition of the appearance and ambiance of the downtown which was left for subsequent definition.

The focus of the work envisioned will be on Railroad Avenue from Abbey Street to Main Street and on Main Street from First Street to Railroad Avenue, where the first set of improvements will be constructed. The guidelines set in the process of designing this first project will then be applied to the broader Downtown Master Plan area.

Included in the proposed work is the preparation of a conceptual plan (35% Design) for the first phase of improvements. The streetscape appearance will be coordinated with the various active projects and master plans in the Downtown. It is the intent and understanding that, if Rick Engineering satisfactorily completes this scope of work, upon completion an amendment to this contract would be negotiated with Rick Engineering for the completion of the full design and construction documents. In any case, the contract/amendment for the rest of this design work will be brought back to the Board for approval and authorization to execute.

FISCAL IMPACT: The proposed Not-To-Exceed cost for the subject scope of work is \$213,000, whereas the budget allocated for the total design process is \$238,000. The proposed cost is \$43,000 more than the budgeted amount of \$170,000 (within the \$238,000 design line item) for this portion of work, primarily due to the more extensive public involvement process than was originally envisioned by staff. This initial process needs to be completed before the net effect to the ultimate budget can be determined. The project is funded by Redevelopment Agency funds with a total project budget of \$2,086,000. This budget is set for the most extensive set of improvements that is envisioned by staff. Other options will be considered in the development process that may reduce the budget requirement.

TASK 1. EXISTING CONDITIONS SURVEY

Task 1.1 Project Set Up

- Develop and agree upon a project schedule to be implemented throughout the entire project.
- Reconfirm appropriate review processes/committees.
- Reconfirm with the City all stakeholders and regulatory agencies to be engaged during the planning and design process (stakeholder lists are to be provided by the City).
- Define public outreach and public interaction process with the City (includes verbal Spanish interpretation).
- Define all project deliverables, project meetings, public meetings with various stakeholders in interested property owners, and workshops and integrate into the master project schedule.
- Work with the City to set up a working 'Technical Committee', to include all Agencies, such as appropriate city agencies and others stakeholders, to review all work and help guide the overall public process.



Task 1.2 Review of Existing and Current Planning Policies (provided by the City)

- Review of previous plans, EIR reports, and design guidelines, including an evaluation of market and economic aspects contained within these studies. This includes the City of Winters Master Plan, Rotary Park Master Plan, and Downtown Winters Market Evaluation.
- Review the planning performed by other public agencies that has or will have an impact on the project area and other proposed projects.
- Review proposed and on-going development projects in adjacent areas.

Task 1.3 Review of Existing Conditions

Site Issues and Opportunities

- Identify full range of the project area, including: infrastructure, and other implementation regulatory issues that need to be addressed early in the process. This step will also involve any updating of City supplied base mapping that may be required for the study.
- Identify and review diagram streets, alleys, block, building, and open space typologies.
- Review and photograph document historical and cultural features.
- Review of previous transportation reports, goals and vision for vehicles, bicyclists, transit and pedestrians in the project area.
- Review and study the proposed traffic calming concepts and other ADA safety needs.

Deliverables:

- Existing Conditions Report to include identification of key issues, previous plans matrix, engineering constraints and transportation assessment.
- Prepare public outreach and interaction schedule.
- Revised Scope (if necessary), and Project Schedule.



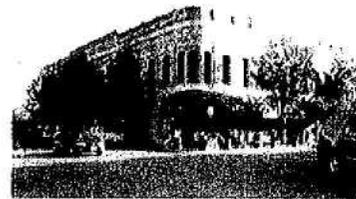
Meetings:

- Meetings with the City and Technical Committee. (2)
- Meetings with other stakeholder groups as directed or required. (1)
- Team Meetings. (2)

(All City stakeholder and public noticing, meeting coordination and meeting location shall be the responsibility of the City.

TASK 2 - AFFIRM VISION AND GOALS

This task will lay the foundations for the entire project in terms of reaffirming goals and the overall vision based on the City of Winters Downtown Master Plan for the project area. A working session with the Technical Committee will establish and approve a set of working goals and recommendations that will then become the basis for the first Public Meeting. A key set of design and development criteria will develop during this task that will then become the basis for the strategic planning framework in Task 3 and the development of alternatives in Task 4.



Task 2.1 Working Meetings to define Goals and Vision

- Through a working meeting, the consultant team will affirm, goals and vision with the Technical Committee and other stakeholders. This task will involve reviewing, endorsing, and prioritizing the existing goals and vision from the Downtown Master Plan for the development of the Streetscape Design Guidelines.

Task 2.2 Preliminary Design and Development Criteria

- Develop, a series of design and development criteria to evaluate design guidelines that would include issues such as bulb-outs, signage, pedestrian lighting, outdoor seating, tree planting, landscape systems, street drainage, street furnishings, mid-block paseos and circulation metrics.

Deliverables:

- Affirm Goals, Vision, and Issues Technical Memorandum outlining key consensus goals, visions, and issues.

Meetings:

- Interactive meeting with the Technical Committee to establish working goals and vision. (1)
- Team Meetings. (2)
- Meetings with other key stakeholder groups. (1)
- Public Meeting #1: Community "Kick-off" Workshop to introduce team, reconfirm existing Goals, Visions, and Site Issues. (1)

(All City stakeholder and public noticing, meeting coordination and meeting location shall be the responsibility of the City.

TASK 3 - STREETScape PLANNING STRATEGY FRAMEWORK

The success of this project will rely not only on how well the guidelines are developed, but how the improvements will be integrated into the greater fabric of the City of Winters. This task will be to look at how the development of this street can become a potential catalyst for future development, connect to other successful areas of the City, and help to revitalize others.



This process will involve a workshop/public meeting to build consensus in order to develop the strategic planning framework that will integrate pedestrian systems, landscaping and land use decisions for all to define preliminary ideas for the streetscape guidelines of the project area. It is here where the Consultant Team will develop an overall planning strategy based upon vision and goals as a way to provide hard realities for the guidelines.

This task will develop alternative frameworks early in the task as a way to show a variety of directions and understand the potentials, as well as the trade-offs, for any guideline design decisions. A final strategic framework strategy will be selected to become the basis of conceptual site illustrations and site guideline development. It is expected that the Consultant Team will work closely with the City and other stakeholders within this task to develop a strong planning framework. This task will include:

Task 3.1

- Developing an overall Strategic Framework Development Plan that identifies an overall vision for the project area, linkages and gateways to connect the area to the rest of the downtown area utilizing the Master Plan as the baseline.
- Outlining a proposed strategy for enhancing public realm improvements including street furniture and lighting recommendations, the bikeway system, roadways, open space, and parking as part of a comprehensive system that looks to service the entire area.
- Identifying preliminary early implementation strategies for development/infrastructure improvements.
- Articulating key elements of the design to understand what makes a successful business corridor.
- Working with the City, the Technical Committee, and other stakeholders through an interactive meeting/workshop to help understand different potentials and possibilities of the guidelines.
- Review the proposed Downtown Master Plan recommendations and verify the tradeoff of bulb-outs.

Deliverables:

- Strategic Planning Framework Development Plan to include text narrative that outlines key public realm improvements guidelines, pedestrian circulation, transportation and parking strategies, linkages, connections, and linking open space within the project area.
- Transportation and Circulation Plan.
- Graphics for Public Meeting #1.

Meetings:

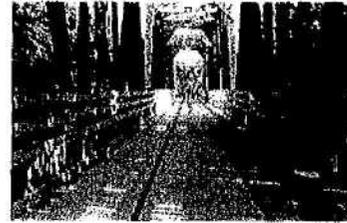
- Interactive meetings with the Technical Committee to establish guideline framework. (1)
- Team Meetings. (2)



- Meetings with other key stakeholder groups, as required. (1)
 - Public Meeting #2: Community Workshop — an interactive visioning workshop to develop Strategic Planning Framework. (1)
- (All City stakeholder and public noticing, meeting coordination and meeting location shall be the responsibility of the City.)

TASK 4 - ALTERNATIVES/ PREFERRED ALTERNATIVE

Conceptual design illustrations for the limits of the corridor and key development sites and their specific programs will be developed from the strategic planning framework plan that outlines major districts, open space, future development, and key linkages. As the Consultant Team moves from the scale of the City and the design of the larger project site to individual sites within the project area, the potential public realm improvements will be tested through development of plans, and sections. All designs will be done with a rigor to work within all key regulatory constraints, transportation realities, and maintainability and economic feasibility. Preliminary recommendations for streetscape guidelines will be developed.



The Consultant Team will work with the City and Technical Committee to define the limits of the Streetscape Design for Phase 1. A public meeting will be held to inform the community and gain feedback for the proposals.

Task 4.1

- Define and illustrate alternatives for the project area, including streetscape designs, and open spaces through plans, sections, and illustrations that translate the goals and visions.
- Define and illustrate key elements of the design for each alternative from roadway configurations to potential streetscape elements.
- Identify key implementation options for each alternative.
- Develop and prepare preliminary circulation plan and recommendations for the project area.
- Develop and prepare a preliminary multi-modal circulation system connecting existing and proposed parking.
- Define early implementation steps for each alternative and assess pro's and con's of each

Through a Technical Committee working meeting/workshop, and a community meeting, a preferred alternative(s) will be chosen to further develop and refine.

- Complete illustrative final plan with plans, sections, and illustrations.
- Complete recommendations for phasing, and early implementation.
- Circulation recommendations, including; biking, transportation circulation, roadway recommendations, street tree and landscape recommendations.
- Preliminary Streetscape and infrastructure recommendations, guidelines, and standards.
- Preliminary recommendations for site furnishings, pedestrian and lighting, signage systems.

Deliverables:

- Alternatives Plan with specific recommendations for streetscape guidelines, standards, and implementation measures.

Meetings:

- Interactive meeting with the Technical Committee to confirm preferred alternatives. (1)
- Team Meetings. (2)
- Meetings with other key stakeholder groups, as required. (1)
- Public Meeting #3 Community Meeting: Presentation of Alternatives and Preferred Alternative. (1)

(All City stakeholder and public noticing, meeting coordination and meeting location shall be the responsibility of the City.

TASK 5 - FINAL REPORTS

This Task will culminate and document all the previous work and provide the following:

Task 5.1

- Key illustrated proposals will also be made for new public open spaces, transit improvements, gateways, key street sections, street furnishings, pedestrian lighting, proposed landscaping, and connections.
- Prepare key design criteria, streetscape guidelines, standards, and recommendations for the project area and implementation strategies.
- Develop and prepare a multi-modal circulation system connecting proposed parking.
- Estimation of project specific public improvements phasing.



Deliverables:

- Final Streetscape Improvements guidelines and Standard taking in account all aspect of phases 1 through 4. Plan sections, perspective sketches and illustrations.
- Street planting and landscape, street furnishings, sidewalk hierarchy improvement, bike improvement street lighting, gateway and signage, and infrastructure location guidelines.
- Draft Final Report for Review.
- Final Report.

Meetings

- Meetings with the City. (1)
- Team Meetings (2)

TASK 6 - PHASE #1 STREETSCAPE DESIGN (RAILROAD AVENUE AND MAIN STREET)

This Task will include Engineering Services (Task 6.1) and Surveying Services (Task 6.2) to prepare preliminary construction documents for streetscape improvements on Main Street between First Street and Railroad Avenue (Determined as Phase 1 per the City of Winters) the construction of documents as described as See 'Concept Plan' by A. Utterback, January 26, 2007.





Task 6.1 - Engineering Services

To perform above work the following items will need to be addressed.

- Work out exact limits of Phase 1 work
- Review survey and perform field walk
- Define curb and pavement cuts to build sidewalk bulbs.
- Review survey and determine extents and amount of drainage rework necessary.
- Review existing conditions and proposed layouts to determine extents of pavement, sidewalk and curb to be removed.
- Review existing conditions and proposed layouts to determine possible conflicts.
- Review available drainage studies provided by City and confirm, through consultation with City Staff, design storm event and drainage facilities conveyance criteria to be used in the downtown zone. Calculate estimated storm runoff at Phase 1 improvements and assess the existing and proposed facilities conveyance capacity. If the existing drainage facilities including the proposed modifications to surface improvements for Phase 1 do not meet the drainage criteria established above, put together conceptual layout and estimate for drainage facilities required beyond limits of Phase 1. Design of drainage work beyond limits of Phase 1 is not a part of this scope.
- Coordination with City and planners on streetscape features and locations.
- Coordination with Geotechnical on structural sections for new pavement and sidewalk.
- Review sidewalks at existing store fronts access with proposed replaced sidewalk areas for ADA compliance and make modifications if necessary.

Deliverables:

- Submittal package for preliminary review to City of Winters
- Preliminary plans and estimate will be at approximately a 35% to 50% completion
- The improvement plan set will include layout plan sheet (or sheets). This assumes that a title sheet, and any details will be done with final plans.
- Landscape construction documents (paving, planting and irrigation).

Meetings

- Meetings with the City. (1)
- (All City stakeholder and public noticing, meeting coordination and meeting location shall be the responsibility of the City.

Task 6.2 - Survey Services

The field survey will locate the following:

- All significant grade breaks at 50 foot cross sections.
- All hardscape angle points.
- Surface drainage.
- Signs and traffic striping.
- Utility manholes; rim and inverts (where accessible).
- All major utilities and appurtenances.
- Vehicular and pedestrian access points.



- Exterior and finish floor elevation (where accessible) of adjoining buildings.
- Trees (trunk and dripline diameter).
- Landscaping.

The horizontal and vertical control shall be provided by the City, or agreed upon prior to survey. The underground utilities shall be plotted by existing utility plans and adjusted to meet surface features located by survey. The right of way, street centerline, and adjoining property lines shall be plotted from record data.

Deliverables:

- Topographic Survey and base map of Phase 1 for 10 – scale mapping at 1-foot contour interval.

Meetings

- Meetings with the City. (1)
(All City stakeholder and public noticing, meeting coordination and meeting location shall be the responsibility of the City.)

Hours By Staff - Winter Downtown Streetscape

Work Elements	Staff						TOTAL
	Director	Senior Planner 1	Senior Planner 2	Associate Engineer	Planning Technician	Traffic Engineer	
1. Task #1 - Existing Conditions Survey	32	32	24		16		\$ 11,500
2. Task #2 - Affirm Vision and Goals Public meeting #1	32	32	24		16		\$ 11,500
3. Task #3 - Planning Strategy Framework Public Meeting #2	32	156	130		32		\$ 36,100
4. Task #4 - Alternatives/Preferred Alternatives Public Meeting #3	48	156	120		104		\$ 45,500
5. Task #5 - Final Reports	32	116	48		32		\$ 24,000
6. Task #6 - 30-50% - Construction Documents Survey							\$ 25,000
7. Landscape Consultant Provide graphics, studies, technical and public meeting support	164		141				\$ 35,000
8. Public Outreach Consultant Public preparation and meeting support							\$ 5,000
9. Structural Engineer Basement review and analysis							\$ 5,000
10. Geotechnical Engineering Paving investigation and analysis, review existing specifications							\$ 5,000
11. Environmental Consultant CEQA review and analysis							\$ 5,000
12. Base Mapping Field control, photography and mapping							\$ 3,400
13. Printing/Misc. Expenses							\$ 3,000
<i>Hour Total</i>	298	489	346	0	184	0	
TOTAL							\$ 213,000

16-Jul-07

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



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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of August _____, 2007, by and between the City of Winters ("the CITY") and Rick Engineering Company "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the City the Services described in Exhibit "A" (7 pages), which is the CONSULTANT'S Proposal dated July 17, 2007. Consultant shall provide said services at the time, place, and in the manner specified by Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedules included in Exhibit "B" (10 pages), but in no event shall total compensation exceed two-hundred thirteen thousand dollars (\$213,000), 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" (3 pages) 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

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 Manager prior to the effective date of such

cancellation, or change in coverage.

CONSULTANT shall file with the City Manager 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.

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

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

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

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

EXHIBIT "C"

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.



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Chair and Members of the Board
DATE : August 7, 2007
THROUGH: John W. Donlevy, Jr., Executive Director
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Bid Review for extending utilities to Rotary Park restroom building pad

RECOMMENDATION:

That the Community Development Agency Board of Directors:

1. Accept the base bid from Wulff Electric in the amount of \$8,642 for bringing electrical service to the streetlight Christy box immediately adjacent to the restroom-building pad. Scope of work also includes final service connection to the restroom panel.
2. Authorize the expenditure from the existing Rotary Park Improvements budget (CIP#: 06-10) for the electrical portion of the Rotary Park restroom project.
3. Authorize expenditures from the existing Rotary Park Improvements budget (CIP: 06-10) for cost of materials needed to extend sidewalks from the parking lots to the site, and for cost of materials used for bringing sewer and water to a location adjacent to the building pad. Aforementioned work to be done by the City of Winters Public Works Department.

BACKGROUND:

The Community Development Agency Board of Directors at its' meeting of May 15, 2007, authorized the purchase of a prefabricated restroom from the Public Restroom Company at a total facility cost of \$78,972, and also authorized a building pad site preparation budget not to exceed \$6,600. Those costs are to budget, with the building cost at \$78,972 as specified in the bid; and the low bid for pad preparation at \$5,000. The Capital Improvements budget for Rotary Park Improvements (CIP#. 06-10) has \$132,000 earmarked for Rotary Park projects for fiscal year 2007/2008.

FISCAL IMPACT:

\$8,642 for electrical service work component, with materials cost for sidewalks and extending sewer & water service TBD.



July 1, 2007

Dan Maguire
City of Winters
318 First Street
Winters, CA 95694
P530.795.4910 F530.795.4935

Attention Dan,

Reference: **Electrical Service for New Restrooms, Rotary Park**

WULFF ELECTRIC appreciates the opportunity to offer your company a proposal on the above reference project. We propose to perform the electrical portion of work on the above referenced project in accordance with the scope of work.

Scope of Work-

- Supply & Install 100Amp 120/208V 1Phase Fused Disconnect Switch
- Supply & Install 3#2THHN & 1#4THHN Copper conductors into existing Parking Lot conduit system
- Supply & Install 1 1/2" Conduit w/ above wire fill from Christy Box to Restrooms Distribution Panel
- Distribution panel to be Grounded #4 Copper conductor to 1/2" x 8' Copper Ground Rod
- Testing

Total Price	\$ 8,642.00
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Exclusions:

- Work to be performed on Overtime basis
- Improvements to the Restrooms interior Electrical system
- Water pipe & 20' concrete encased electrode Grounding
- Permit

Dan, I look forward in working with you on this project. If you find the terms of this proposal to be acceptable please contact our office at 707.447.3920. We will schedule manpower, tooling and materials accordingly. However, please call us at your convenience should you have questions or need clarification.

Sincerely,

Alan Wulff

Wulff Electric



California General Engineering
License #744574

102 WOLFSKILL STREET
WINTERS, CA 95694

July 31, 2007

City Of Winters California
318 First Street
Winters, CA 95694
Attn: Dan Maguire
Re: Rotary Park Restroom Building, Winters, CA

We are pleased to submit the following proposal and/or contract for work on the referenced project. Our pricing is based on plans and/or drawings by The Public Restroom Company: Design Development Drawings, sheets CS-1, A-1, A-2, E-1, P-1, and S-1, dated 06/04/07.

This proposal includes the following scope of work:

Provide equipment, material and labor to prepare a 19'x8'4" pad for new restrooms. This includes digging out the dirt and compacting the soil 10" below finish slab elevation, adding 4" of class 2 base rock and compacting at a relatively level grade, and off haul of all excess spoils. Also provide a stockpile of sand for TPRC to apply 2" over pad for final placement.

This proposal excludes the following: All tests, fees, permits, bonds and staking; costs relating to removal, replacement or relocation of conflicting utilities not shown on our plans; clean-up, moving, off haul or removal of contaminated spoils or material; damages resulting directly from delays caused by utility companies or their agents; concrete and asphalt replacement; tree root protection; rock excavation; dust control; trench plates; retaining walls; dewatering; landscape restoration or replacement; underground utilities.

The following qualifications are intended to clarify our proposal:

- 1) Final pad to be verified for location and elevation after placement and signed-off.
- 2) Site shall be clear and our work shall proceed unobstructed.
- 3) Price includes one (1) move-in.
- 4) Price is based on clear weather conditions. Adverse site conditions have not been included in our pricing.
- 5) All clauses, conditions, exclusions and qualifications in this proposal to be included as part of any contract offered to K.O. Underground Construction, Inc.
- 6) All compaction to be of 90% or greater.

This is a lump sum price proposal. We will perform the work at the price enclosed herein. Price is good for two (2) weeks from the above date. We have the right to change price after two (2) weeks.

LUMP SUM: \$5,000.00

Payment to be made in full within thirty days of completion of the above job. If payment is not received, a charge of 1.5% interest will be added to the balance due monthly.



Authorized Signature: _____
Cole Ogando, Vice-President

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by/Title

Date

Rotary Park Improvements

Project Budget Sheet

CIP#: 06-10

MPFP#(s): 0

Last Updated: June 2007

Original Approval:

Project Owner: Parks & Recreation

Project Manager: TBD

Project Resource: Consultant

Description:

Construct permanent public restrooms at Rotary Park to replace existing portable toilets. Add Irrigation, Paths with Lighting, sod, trash receptacles and Benches

Authority:

General authority to maintain and improve the existing city infrastructure. This park is a popular gathering place nearer the heart of downtown Winters than any other city park.

Budget:						
Item	%	Amount	Item	%	Amount	
Project Management	5%	\$ 7,500	Investigations	0%	\$ -	
Construction Management	5%	\$ 7,500	Land	0%	\$ -	
Consultant Design	15%	\$ 22,500	Construction	70%	\$ 105,000	
RW Consultant	0%	\$ -	Other	5%	\$ 7,500	
CEQA	0%	\$ -	Project Total:		100%	\$ 150,000

Financing Schedule:							
		Project Start: 2004			Project Completion: 2005		
Phases: Project Studies, CEQA, Design, Bidding/Award, Construction							
Fund Code:	702	999	999	999	999	999	
Name:	Project Fund	Blank	Blank	Blank	Blank	Blank	FY Totals
Prior FY:							\$ -
FY 06/07:	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000
FY 7/08:	\$ 132,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132,000
FY 08/09:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 09/10:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 10/11:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Totals:	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Ratios:	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

Recommended for Submittal

(name/title) (date)

Recommended for Approval (Dept. Head)

(name/title) (date)

Finance Department Approval

Shelly Gunby, Director of Finance (date)

City Manager Approval

John Donlevy, City Manager (date)