



****AMENDED:
SECOND REVISION**

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Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, September 18, 2007
7:30 p.m.

AMENDED 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 matters 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 September 4, 2007 (pp 1-9)
- B. Request for Street Closure and Application for Parade Permit – Winters High School Homecoming Parade and Rally (pp 10-14)
- C. Resolution 2007-46 in Recognition and Support of California Arts Day, October 5, 2007 (pp15-16)
- D. Joint Powers Agreement between the Yolo Consolidated Communications Agency and the City of Winters for Emergency dispatch services (pp 17-32)
- E. Resolution 2007-48, A Resolution of the City Council of the City of Winters for Approval of a Budget Adjustment for Park Replacement/Repairs – City Wide Assessment District in the Amount of \$5,000 (pp 33-40)
- F. Supplemental Legal Services – Meyers, Nave, Riback, Silver & Wilson Engagement Letter (pp 41-47)

PRESENTATIONS

Swearing in of Police Officer Richard Mason

DISCUSSION ITEMS

- 1. Public Hearing to Introduce Ordinance 2007-07, an Ordinance of the City of Winters Amending Chapter 9.12 of the Municipal Code Pertaining to Offenses By or Against Minors (pp 48-52)
- 2. Winters Community Library - Consideration and Approval (pp 53-73)
- 3. Resolution 2007-47 A Resolution of the City Council of the City of Winters Providing for Funding for the Winters Library (pp 74-76)
- 4. Resolution 2007-44, A Resolution of the City Council of the City of Winters Amending the City of Winters 2007-2008 Adopted Operating Budget (pp 77-79)
- 5. Resolution 2007-45, A Resolution of the City Council of the City of Winters for the Claim of Transportation Development Act Funding From the Sacramento Area Council of Governments (pp 80-87)
- 6. Selection of Economic Development Subcommittee Member (pp 88)
- 7. Choice of Supplier for Water Meter System (pp 89-90)
- 8. City Strategic Plan- Review of Draft Plan (Under Separate Cover)
- 9. Resolution 2007-49, A Resolution of the City Council of the City of Winters for the Conditional Authorization for the Assessment and

- Ultimate Transfer of Control of a Cable Television Franchise by Charter Communication Properties, LLC to WAVE Division VI, LLC (pp 91-102)
10. Consideration of Appointment to the Affordable Housing Steering Committee (No Backup)
-

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

EXECUTIVE SESSION: Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code Section 54956.9 (Margaret Parson's Trust.)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the September 18, 2007, regular meeting of the Winters City Council was personally delivered to each Councilmembers's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on September 13, 2007, and made available to the public during normal business hours.


Nancy G. Mills, City Clerk

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

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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, September 4, 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 and Mayor Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Director of Financial Management (DFM) Shelly Gunby, Grant Writer Dawn Van Dyke, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Management Analyst Carol Scianna, Housing Manager Dan Maguire and City Clerk Nanci Mills. Absent was Council Member Stone.

Approval of Agenda: Council Member Aguiar-Curry requested that Consent Item E, Planning Commission Vacancies, be moved to Discussion Item #8. Under the Community Development Agency agenda, Item #2 should read: "Hold a Public Hearing for Resolution 2007-43, A Resolution of the Winters Public Finance Authority Authorizing the Issuance, Sale and Delivery of its' Sewer Revenue Bonds, Series 2007

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council held on August 21, 2007
- B. Resolution 2007-38, Approving the Application for a Farm and Ranch Solid Waste Cleanup and Abatement Project for Portions of Dry Creek and Putah Creek
- C. Resolution 2007-39, A Resolution to Join Workers in Support of Health Care Reform presented by the Sacramento Central Labor Council
- D. Approval to purchase replacement for Pump 3 at El Rio Villa Lift Station in the amount of \$13,201.24
- E. Planning Commission Vacancies (3) **(Moved to Discussion Item #8)**

City Manager John Donlevy gave an overview. Council Member Anderson inquired whether there was an existing maintenance program for the pumps. City Manager Donlevy responded that there is a maintenance program in place, but the pump at El Rio Villa was over twenty years old and went out due to normal use regardless of a maintenance program. Council Member Martin asked

about the status of the remaining pumps and whether they needed to be replaced. City Manager Donlevy responded that the remaining pumps are working fine and will likely be replaced in the future. Council Member Anderson made a motion to approve the Consent Calendar with Consent Item #E, Planning Commission Vacancies, being moved to Discussion Item #8. The motion was seconded by Council Member Aguiar-Curry. Motion carried unanimously, with Council Member Stone absent.

PRESENTATIONS

The 2007 AFS students, Anja Sperling from Germany, Helene Martinsen from Norway, Tatiana Carrillo from Paraguay and "Big" from Thailand were introduced by Bobbie Greenwood and welcomed by the Mayor, Council Members, and all those present at the meeting.

DISCUSSION ITEMS

1. Fiesta to Celebrate Mexico's Independence Day sponsored by the Hispanic Advisory Committee – Funding Request

Council Member Aguiar-Curry made a motion to approve \$1,500 to go towards the cost of the Harvest Festival to be held on September 16, 2007, which coincides with Mexico's Independence Day. Council Member Anderson asked if this was "seed money." City Manager Donlevy confirmed this money would be "seed perpetual money", where the proceeds from the event would come back into a fund to be used for this event each year. The motion was seconded by Council Member Martin. Motion carried unanimously, with Council Member Stone absent.

2. Seed Money for Community Dinner – Requested by Council Member Stone

Council Member Martin worked at the 2006 Community Dinner, which was well attended by the community. He supports the event and asked for additional volunteers to assist in preparation of the dinner. Council Member Anderson made a motion to approve \$630 as seed money for the 2007 Community Dinner. Seconded by Council Member Aguiar-Curry. Motion carried unanimously, with Council Member Stone absent.

3. Introduce Ordinance 2007-06, Acknowledging the Lack of an Eminent Domain Program for the Winters Community Development Project Area as Required by Senate Bill 53

City Manager Donlevy gave an overview. Due to the adoption of SB53, cities and redevelopment agencies are required to adopt an ordinance acknowledging

and explaining their eminent domain authority. The Winters Redevelopment Agency does not have eminent domain authority, but as per City Attorney Wallace, the City of Winters must adopt an ordinance to confirm the lack of an eminent domain program. Council Member Anderson made a motion to introduce Ordinance 2007-06, acknowledging the lack of an eminent domain program for the Winters Community Development Project Area as required by Senate Bill 53. Seconded by Council Member Martin. Motion carried by the following roll:

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

4. **Hold a Public Hearing for Resolution 2007-40, A Resolution of the City Council of the City of Winters Making a Finding of Public Benefit in Connection with the Issuance of Water Revenue Bonds by the Winters Public Finance Authority; Approving as to Form and Authorizing the Execution and Delivery of an Installment Sale Agreement and Other Documents In Connection with Such Bonds and Authorizing Certain Other Related Matters**

Director of Financial Management Shelly Gunby gave an overview of Winters City Council Items 4 and 5, Resolutions 2007-40 and 2007-41, as well as Items 1 and 2 under the Winters Public Finance Authority, Resolutions 2007-42 and 2007-43. **(Please note the bond description correction of Winters Public Finance Authority Item #2 from "Water" to "Sewer".)** DFM Gunby indicated that water and sewer lines in the core area of the city are failing. Water meters are in the process of being installed with approximately half of the cities' residents having received meters. The City anticipates spending \$6.1 million to implement water and sewer monitoring systems (\$2.8 million for water and \$3.3 million for sewer.) Council Member Anderson inquired about the total bond money, and DFM Gunby replied that an approximate total bond amount of \$8.2 million is to be split between water and sewer projects. City Manager Donlevy interjected that in November of 2005, the Winters City Council authorized utility rate increases for the Capital Improvement Program, which was non-existent until then. Mayor Fridae commended staff on a great job in seeing to the City's most critical needs and putting the financing mechanisms in place.

Mayor Fridae opened a concurrent public hearing of the Winters City Council and the Winters Public Finance Authority at 8:13 p.m. He then closed the public hearing at 8:13 p.m.

Council Member Anderson made a motion to adopt City Council Resolutions 2007-40 and 2007-41, Resolutions of the City Council of the City of Winters Making a Finding of Public Benefit in Connection with the Issuance of **Water and Sewer** Revenue Bonds by the Winters Public Finance Authority; Approving as to Form and Authorizing the Execution and Delivery of an Installment Sale Agreement and Other Documents in Connection with Such Bonds and Authorizing Certain Other Related Matters and Resolutions 2007-42 and 2007-43, Resolutions of the Winters Public Finance Authority Authorizing the Issuance, Sale and Delivery of its **Water and Sewer** Revenue Bonds, Series 2007; Approving as to Form and Authorizing the Execution and Delivery of a Trust Agreement, An Installment Sale Agreement and Other Documents in Connection Therewith; and Authorizing Certain Other Matters. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call:

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

5. **Hold A Public Hearing for Resolution 2007-41 A Resolution of the City Council of the City of Winters Making a Finding of Public Benefit in Connection with the Issuance of Sewer Revenue Bonds by the Winters Public Finance Authority; Approving as to Form and Authorizing the Execution and Delivery of an Installment Sale Agreement and Other Documents In Connection with Such Bonds and Authorizing Certain Other Related Matters**

This item was heard concurrently with Item #4. Please see information provided under Item #4.

6. **Hold a Public Hearing to Re-hear Ordinance 2007-04, an Ordinance Amending Chapter 10.16 of the Municipal Code Pertaining to Stopping, Standing, and Parking**

City Attorney Wallace indicated that this Ordinance would be re-heard as the Notice of Public Hearing was not previously published and the public hearing would have to be re-conducted. City Manager Donlevy gave an overview, where he explained that Ordinance 2007-04 would propose a consecutive 72-hour period for the parking of vehicles or recreational vehicles, decreasing the time period from the current time allowed of 120 hours. It would also prohibit unattached trailers to be parked in the street, establish habitation, re-defines moving a vehicle, and would address the exemption and issuance of permits. He stated that the public streets are not made for storage. Council Member Martin

asked if the removal of abandoned vehicles would be enforced. City Manager Donlevy replied that following a public information campaign, enforcement and abatement would occur.

Mayor Fridae opened the Public Hearing at 8:21 p.m.

Larry Justus, 804 Apricot, is an RV owner and parking ticket hearing officer, feels there is are inherent problems with this Ordinance and whoever wrote it has never owned an R.V. It takes at least 72 hours or more to charge the batteries and to perform the loading of supplies to prepare for a trip, as well as the disassembly required after a trip. He feels the proposed time limit of 72 hours is not enough. He also feels there will be problems enforcing this new ordinance. He asked if we were going to get into what color a person paints their house, and asked if this isn't all about aesthetics. He thought the 72 hour parking restriction was tight, but the movement of a vehicle at least 1,000 ft. within a seventy-two hour period would be an enforcement nightmare.

Don Jordan, 718 Hemenway, confirmed there was an ordinance already in place, and if it can't be enforced, why change it?

Julie Epping, 116 Main Street, is a law-abiding citizen who owns a 5th wheel trailer and thinks this Ordinance is unrealistic. She feels that R.V. and boat owners are being targeted and that the enforcement of the Ordinance should be targeted at stored and abandoned vehicles.

Mayor Fridae closed the Public Hearing at 8:31 p.m.

City Attorney Wallace indicated this Ordinance was designed to stop the storing of vehicles on City streets and that the Police Chief is cognizant of R.V. owners. City Manager explained that the proposed 72 hour limit is within a police officer's shift and would be enforceable. The 120 hour limit falls outside of their shift and is not easily enforced.

Larry Justus feels the current Ordinance can be fixed and asked that a new one not be created. He fails to see the logic in reducing the time from 120 to 72 hours. Council Member Anderson has been faced with this for a long time and agreed that the current Ordinance is not working and the proposed permit process is cumbersome. He would like to see the proposed Ordinance fine-tuned.

Mayor Fridae feels that abandoned vehicles are the problem and would like to see a group of people, including the speakers from tonight's meeting, get together and hammer out the details. Council Member Martin agreed that physically coming to the Police Department to obtain a permit would be a problem, not to mention inconvenient. Council Member Anderson would to work on the permit process with the Police Department.

Council Member Anderson made a motion to hold off on any decisions regarding this Ordinance until the City Manager can formulate a committee to include all interest groups as well as tonight's speakers and have one meeting before bringing this item back to the Council. Council Member Martin agreed that it was time to get the abandoned and long-term vehicles off the streets. Don Jordan thought that the enforcement of the Ordinance is the issue and to enforce the Ordinance that is already in place. Council Member Aguiar-Curry said we need to be "visionary", to think outside the box. This Ordinance would benefit the entire community. As new residents come to Winters and see that these vehicles are allowed to be parked in the City streets, they will be doing it as well, compounding the problem. City Manager Donlevy confirmed that a meeting will be advertised in the paper to include all interest groups. The motion was seconded by Council Member Martin. Motion carried with the following roll call:

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

7. Solicitation of Input on Second and Third Story Addition at Eagle Drug Building (101 Main Street, APN 003-201-16)

Mayor Fridae and Council Member Anderson recused themselves due to a possible conflict of interest.

Development Director/Asst. Executive Director-CDA Cas Ellena gave an overview of the staff report, requesting the Council's input. Council Member Martin was concerned with parking, as approximately 51 parking spaces will be required for the proposed third-story residents (2 spaces per resident, as per Housing Manager Dan Maguire.) He was also concerned about the section that would encroach into the sidewalks on the Main Street and First Street frontages a distance of 22 inches.

Gary Bertagnolli, the owner of the property, also addressed the Council regarding the project and recognized the access parking needs. Council Member Curry asked if the applicant would proceed with the project without the affordable housing? Gary responded that they would be open to discussion. Council Member Curry asked if this would be the best project for the downtown. Resident Don Jordan inquired whether the City had a specific plan for the downtown, and asked that the Council give consideration to the proposed project. He stated there is mixed parking on Main as well as throughout the community, which will be reviewed by the Planning Commission in the near future. He also stated that he was glad to see someone coming forward with a new project proposal.

Mayor Fridae and Council Member Anderson returned to their seats at this time.

8. Planning Commission Vacancies (3)

Council Member Curry suggested the City Council discuss and re-evaluate what the Council wants to see in the Planning Commission, as the Planning Commission serves at the pleasure of the Council. She stated there are three vacancies and she would like to see candidates that are passionate about the community. She also asked whether performance reviews should be completed for Planning Commission members. Council Member Martin indicated he would like to see all members be re-evaluated. Mayor Fridae would like to see the Planning Commission members be committed to the community, understand the ordinances and topics and willing to put in the time needed. He would also like to see independent thinkers who would evaluate situations to the best of their knowledge and interpretation and wrestle with problems as they arise. Council Member Curry added that she would like to see a willingness to learn and would like to see women apply for the positions. Mayor Fridae would also like to see applicants from the Hispanic community.

Council Member Anderson would like to interview all planning commission applicants as a Council and not as a two or three-member committee. City Attorney Wallace stated the interviews would be conducted as open meetings. Mayor Fridae would like to conduct the interviews and then check back periodically to see how they are doing. Council Member Martin asked in the event of a disciplinary action, would this come to the Council in an open or closed forum? City Attorney Wallace stated that depended on the issue. Mayor Fridae would not be in favor of conducting disciplinary meetings in public. He would prefer talking to the individual privately.

Council Member Anderson made a motion to solicit interviews for incumbents as well as new interests, and the interview committee will be comprised of Mayor Fridae and Council Member Martin. Motion carried unanimously, with Council Member Stone absent.

COMMUNITY DEVELOPMENT AGENCY

1. Senior Owner Occupied Housing Rehabilitation Program – Informational update report – Approval to proceed on 422 Main Street property

Chairman Martin opened the meeting of the Community Development Agency at 9:37 p.m. Housing Manager (HM) Dan Maguire gave an overview and indicated this was an informational item only. He indicated that Jeanne Vaughn was the pilot applicant for the Senior Owner Occupied Housing Rehabilitation Program,

where the property will be upgraded with a new HVAC system, added insulation, upgraded electrical service and new vinyl dual-paned windows. HM Maguire also stated the Executive Director of the CDA has authority to approve amounts up to \$20,000.

Chairman Martin closed the meeting of the Community Development Agency at 9:46 p.m.

WINTERS PUBLIC FINANCE AUTHORITY

The public hearings for Resolutions 2007-42 and 2007-43 of the Winters Public Finance Authority were opened concurrently with City Council Items #4 and #5 regarding City Council Resolutions 2007-40 and 2007-41, respectively. Please see Item #4 for roll results.

1. **Hold a Public Hearing for Resolution 2007-42, A Resolution of the Winters Public Finance Authority Authorizing the Issuance, Sale and Delivery of its Water Revenue Bonds, Series 2007; Approving as to Form and Authorizing the Execution and Delivery of a Trust Agreement, An Installment Sale Agreement and Other Documents in Connection Therewith; and Authorizing Certain Other Matters**

2. **Hold a Public Hearing for Resolution 2007-43, A Resolution of the Winters Public Finance Authority Authorizing the Issuance, Sale and Delivery of its Water Sewer Revenue Bonds, Series 2007; Approving as to Form and Authorizing the Execution and Delivery of a Trust Agreement, An Installment Sale Agreement and Other Documents in Connection Therewith; and Authorizing Certain Other Matters**

CITY MANAGER REPORT: City Manager Donlevy stated the Winters Library Steering Committee approved and were moving forward with the design specifications. Hopefully by this time next year, the library will be under construction. Mayor Fridae asked if there was a group of citizens who were challenging this as construction costs have gone beyond the means and was worried that a setback would inhibit the building of the library. City Manager Donlevy indicated that after 5-1/2 years and 200 meetings, they will be moving forward with the construction plans regardless of any 11th hour new ideas.

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry thanked Dan, Bob, Dave, Kate and Jiley for volunteering to represent Winters by serving beer at the UC Davis opening football game in their new stadium. The Winters

Chamber of Commerce will continue to have the beer booth for the entire 2007 football season.

Council Member Anderson stated he had received an e-mail for an upcoming conference in Davis regarding a bicycle funding program. It also mentioned an upcoming bike ride from Davis to the Winters Railroad Bridge, where he has volunteered to represent the City of Winters. Council Member Anderson also inquired about the Economic Development Workshop to be planned as per the 8/21/07 City Council minutes. City Manager Donlevy responded that the City Strategic Plan regarding economic development is an item on the 9/18/07 City Council agenda.

Council Member Martin wanted to compliment the Winters Police and Fire Departments and the Winters Chamber of Commerce for their work at the recent Earthquake Festival. It was a well-run event and showed Winters at its' best.

Mayor Fridae asked everyone to mark their calendars for September 16 for the Festival De La Cosecha De Winters to be held at the Community Center from 2:30 – 6:30 p.m.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT: Mayor Fridae adjourned the meeting at 9:58 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

7/10/07
9/19/07

**CITY OF WINTERS
REQUEST FOR STREET CLOSURE**

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplification an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Avenue
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Requests to close these streets shall be processed in much the same manner except that the request shall be submitted to the Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

ORD. 91-03 ART. 16

Name: *Davis Adams* Organization: *WHS*

Address: *101 Grant Ave* Mailing address:

Telephone: *795-6134* Today's Date: *8-30-07*

Streets Requested: *Main street*

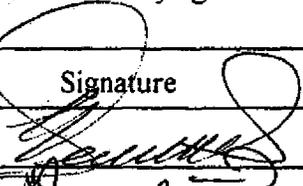
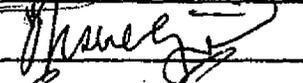
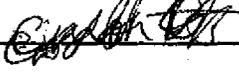
Date of Street Closure: *Oct 5* Time(s) of Street Closure: *11 am - 2 pm*

Description of Activity: *Homecoming Parade / Rally*

Services Requested of the City:
Traffic Barriers

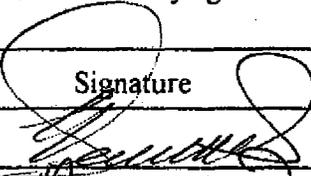
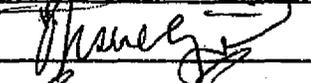
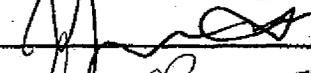
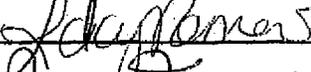
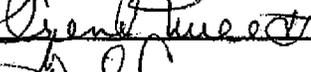
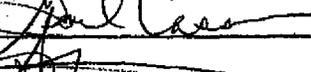
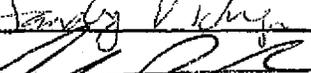
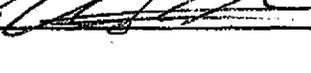
**CITY OF WINTERS
REQUEST FOR STREET CLOSURE**

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure.

| | Name | Address | Signature |
|-----|---|-----------------------|---|
| 1. | Elizabeth Hernandez | 48 Main St. |  |
| 2. | Jessica Ceja | 104 main st. |  |
| 3. | Con N | 1022 main st |  |
| 4. |  | 477 Main St |  |
| 5. | Karla Ferguson | 318-A First | Karla Ferguson |
| 6. | Custom Cleaners | 102 Main St | Sun Sun |
| 7. | Urcin Hernandez | 106 Main St de Mexico | |
| 8. | Carmela R. Lopez | 108 main st |  |
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**CITY OF WINTERS
REQUEST FOR STREET CLOSURE**

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| | Name | Address | Signature |
|-----|---|--------------|---|
| 1. | Elizabeth Hernandez | 48 Main St. |  |
| 2. | Jessica Ceja | 104 main st |  |
| 3. | COON | 1022 main st |  |
| 4. |  | 47 Main St |  |
| 5. | Lacey Romero | 1 Main St |  |
| 6. | IRENE TWEEDT/WHE | 7-23 MAIN ST |  |
| 7. | GAIL CASSON | 9 Main ST |  |
| 8. | ADRIAN STROBETS | 35 MAIN |  |
| 9. | Sandy Vickrey | 37 main |  |
| 10. | Nyca Berna | 41 Main |  |
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Chickadee

CITY OF WINTERS REQUEST FOR STREET CLOSURE

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure.

| Name | Address | Signature |
|--|--------------|-------------|
| 1. Elizabeth Hernandez | 48 Main St. | [Signature] |
| 2. Jessica Leja | 104 main st. | [Signature] |
| 3. Coon | 102 Main St | [Signature] |
| 4. [Signature] | 47 Main St | [Signature] |
| 5. G. Bertagalli | 101 main | [Signature] |
| 6. Brandon Lee | 101 main | [Signature] |
| 7. Matt Sogel - ^{Catering} Buchanan | 11 Main St. | Matt Sogel |
| 8. [Signature] | 113 main | [Signature] |
| 9. [Signature] | 112 main | [Signature] |
| 10. [Signature] | 119 main St | [Signature] |
| 11. [Signature] | 48 Main St | [Signature] |
| 12. Isabel Gomez | 36 main St | [Signature] |
| 13. Jackie Sicking | 34 Main St. | [Signature] |
| 14. Carmen Estrada | 30 Main St | [Signature] |
| 15. Ireland Agency | 26 Main St | [Signature] |
| 16. Chris' Florist | 22 main St. | [Signature] |
| 17. Stephanie Woolley | 14 main St. | [Signature] |
| 18. Heath Hughes | 2 main St | [Signature] |
| 19. | | |
| 20. | | |
| 21. | | |
| 22. | | |

APPLICATION FOR PARADE PERMIT

NOTE: To be submitted _____ days prior to the event.

NOTE: If amplification system is to be used a separate permit is required.

DATE OF APPLICATION: 9/6/07

NAME OF ORGANIZATION: WHS

ADDRESS: 101 Grant Ave. TELEPHONE # 795-6134

PURPOSE OF PARADE: Homecoming Down town Rally

TYPE OF CONVEYENCE: Flat bed trailers, Fire truck

NUMBER OF PERSONS OR ENTRIES ENROLLED 500

TYPE OF SAFETY MEASURES PROVIDED: Traffic Barriers

CITY SERVICES REQUIRED: Traffic Barriers

DATE & TIME OF PARADE: Oct 5 ≈ 11:00am

* PROVIDE MAP OF PARADE ROUTE.

DATE: _____ C.C. _____

SIGNATURE OF AUTHORIZED APPLICANT: Rauer Castro

~~FIRE CHIEF:~~ Lieutenant Art Mendez POLICE CHIEF: [Signature]

APPROVED BY CITY COUNCIL: _____

DATE: _____ BY: _____

DENIED BY CITY COUNCIL: _____

DATE: _____ BY: _____

REASON(S) FOR DENIAL: _____

* 2nd Street, East on Main, North on First back to High School.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : September 18, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci Mills, Director of Administrative Services/City Clerk
SUBJECT: Resolution 2007-46, in Recognition and Support of California Arts Day

RECOMMENDATION: To approve Resolution 2007-46, to recognize and support California Arts Day on Friday, October 5, 2007.

BACKGROUND: California Arts Day is part of the National Arts and Humanities month-long celebration of arts and culture throughout the United States. It is an opportunity to demonstrate the arts in every community in California and to celebrate every art form.

Nonprofit arts organizations in California employ more than 160,000 people, generate \$5.4 billion in economic activity, and provide nearly \$300 million in state and local taxes. The arts improve the education and academic performance of our children, contribute to cross-cultural understanding, boost tourism, promote civic pride, enhance the livability of our communities, provide an outlet for creative expression, and just plain provide joy in our lives. California comes alive with the arts!

FISCAL IMPACT: None.

**City of Winters
Resolution No. 2007-46**

**A Resolution of the City Council of the City of Winters
In Recognition and Support of California Arts Day, October 5, 2007**

Whereas, the Arts have tremendous education value, community value, economic value, and the uniquely American value of the pursuit of happiness;

Whereas, children learn critical-thinking skills and improve focus when provided a solid foundation in the Arts; and Arts are a core subject as declared by both the state and federal Departments of Education;

Whereas, participation in the Arts offers engaging, constructive and safe environments for young people during the non-school hours when they are most vulnerable to community violence and gang recruitment;

Whereas, the Arts build cultural bridges, contribute towards cross-cultural understanding, strengthen the association between identity and citizenship, preserve the traditions and contributions of its citizens, and enhance the quality of life;

Whereas, industries and businesses locate themselves in communities that are the centers of creativity, and California has more than twice as many arts-related jobs than any other state;

Whereas, the nonprofit arts and cultural organizations generate \$5.4 billion to the state's economy, create over 160,000 jobs and contribute \$300 million in state and local tax revenue;

Whereas, arts and cultural tourists account for \$17 billion annually, one out of every four dollars spent in the tourism industry, and provide a key component to economic development at the local level;

Whereas, theaters and cultural centers draw citizens to commercial hubs and urban centers; serve as homes to local music, theater, dance and other performing arts companies; provide sought-after cultural services, especially for children; and often provide a community identity through architecture;

Whereas, Public Art projects are elements of civic pride and help define and formulate responses to social, economic and cultural issues faced by citizens;

Now Therefore, It Is Hereby Declared That The City Of Winters Recognizes And Supports The Mission Of The California Arts Council To Advance California Through The Arts And Creativity By Declaring October 5, 2007 California Arts Day.

PASSED AND ADOPTED by the City Council of the City of Winters at a meeting duly held on September 18, 2007, by the following vote:

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

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : September 12, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Bruce K. Muramoto, Chief of Police *B. Muramoto*
SUBJECT: Yolo Consolidated Communications Agency Agreement

RECOMMENDATION:

Approve the attached Yolo Consolidated Communications Agency Agreement, in substance, between the Agency and the City of Winters.

BACKGROUND:

The City of Winters and the Yolo Consolidated Communications Agency (YCCA) has had an agreement for Dispatch services since 1988. The attached agreement supersedes the previous Joint Exercise of Powers Agreement Establishing Yolo Consolidated Communications Emergency Service agency dated June 21, 1988. YCCA provides a 911 public safety answering point for the city of Winters. YCCA provides emergency dispatch services for police and fire responses.

The contract has been reviewed and approved by City Attorney John Wallace.

FISCAL IMPACT:

The costs for services are derived from a formula based radio call volume and inbound telephone calls received by the dispatch center. The City of Winter's share of the total Agency's operational cost is approximately 4 percent. This fiscal year the Police Department budgeted \$190,000.00 for those services.

ATTACHMENT:

YCCA agreement

AGREEMENT NO. 07-_____

**JOINT POWERS AGREEMENT
OF THE
YOLO CONSOLIDATED COMMUNICATIONS AGENCY
JOINT POWERS AGENCY**

1. This Amended Agreement is entered into this _____ day of _____, 2007, by all cities and/or counties whose authorized mayoral or chair's signature is included on the signature page, representing their individual and respective public entity, mutually promise and agree as hereinafter set forth. This Agreement amends and supersedes the previous Joint Exercise of Powers Agreement Establishing Yolo County Communications Emergency Service Agency dated June 21, 1988.

2. PURPOSE. Each of the parties to this agreement, and such other entities as shall later join, possess some or all of the following powers:

- 2.1 To provide a 911 public safety answering point;
- 2.2 To provide dispatch and records management services for police, fire, medical, animal control, public works other governmental functions and to do all acts proper and necessary in the accomplishment of the same including assessing and collecting fees, taxes, assessments and/or special assessments as allowed by law;
- 2.3 To install, provide equipment, service, engineer, maintain and repair public safety radio communications infrastructure used by member agencies;

2.4 To engineer and approve any equipment made a part of or joined to the public safety radio communications system of YCCA or member agencies.

The purpose of this agreement is to exercise such powers jointly in the manner set forth in this agreement.

3. CREATION OF AUTHORITY. Pursuant to Government Code § 6500, et seq. (herein called the "Law"), and upon the effective date of this Agreement, there is established the YOLO CONSOLIDATED COMMUNICATIONS AGENCY (hereinafter referred to as "YCCA" or "Agency"), a separate and distinct public entity which has the authority to exercise the common power provided for in this agreement and to administer or otherwise implement this agreement. The new name of this Agency (YOLO CONSOLIDATED COMMUNICATIONS AGENCY) is a change in name only and the Agency is a continuation of the YOLO COUNTY COMMUNICATIONS EMERGENCY SERVICES AGENCY subject to the terms and conditions of this Agreement.

4. BOARD.

YCCA shall be governed by the Governing Board, hereinafter referred to as "Board" comprised of one member appointed by the governing body of each party to this agreement to serve at the pleasure of each appointing governing body. Each such governing body shall also appoint an alternate to serve on the Board in the absence of that governing body's regular board member.

A quorum of the Board shall consist of members representing at least a majority of the parties, except that less than a quorum may adjourn a meeting.

At its first meeting in each fiscal year, the Board shall elect a new Chairperson and Vice-Chairperson. The Board has established and shall maintain a set of bylaws, which are consistent with the applicable laws and terms of this Agreement.

Each Board member and each party shall receive a copy of the bylaws. The Board may adopt additional bylaws or regulations, which are not inconsistent either with the applicable law or with this agreement. The Executive Director shall promptly send to every Board member and to every party each bylaw amendment after its adoption by the Board.

At any meeting, including its organizational meeting, the Board may consider such matters, as it deems proper for carrying out the purpose of this Agreement, provided that the Board complies with the requirements of the Ralph M. Brown Act (Government Code §§ 54950 et seq.).

Action by the Board shall be valid and binding when a majority of all members vote accordingly.

5. POWERS AND FUNCTIONS. YCCA shall have the common power of the parties as set forth in Section 2 above, and in the exercise of the power under this Agreement, YCCA is authorized in its own name to:

5.1 Employ agents and employees, establish salaries and benefits, and contract for professional services;

5.2 Make and enter into contracts;

- 5.3 Incur debts, obligations, and liabilities; provided, however, the debts, obligations and liabilities incurred by YCCA shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- 5.4 Acquire, hold and convey, construct, manage, maintain and operate buildings and improvements;
- 5.5 Accept contributions, grants or loans from any public agency, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing the planning, acquisition, construction, maintenance, or operation of facilities and/or services. YCCA may also accept contributions, grants, or loans from other than the foregoing sources;
- 5.6 Invest surplus money in the County Treasury, as provided in Section 10 of this agreement, that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code;
- 5.7 Purchase insurance, join insurance pooling programs and/or develop and maintain a self-insurance reserve;
- 5.8 Do all other acts reasonable and necessary to carry out the purpose of this Agreement; and
- 5.9 Sue and be sued.

- 5.10 Render communication services and other assistance to the Yolo County Office of Emergency Services (OES) and to state or federal emergency agencies at the request and direction of the OES or County Administrator in emergency situations.. YCCA shall be held strictly accountable for all funds received by, held and disbursed by it.
- 5.11 Assess and collect fees, taxes, assessments and/or special assessments as allowed by law.
- 5.12 The powers to be exercised by YCCA are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of Yolo in the exercise of similar powers.
- 5.13 YCCA shall be held strictly accountable for all funds received held and disbursed.
6. EXECUTIVE DIRECTOR. The Board shall select an Executive Director who shall serve at its pleasure or upon the terms prescribed by it under the rules and regulations provided by the Board, the powers and duties of the Executive Director are:
- 6.1 To lead and coordinate the technical administrative responsibilities of YCCA and to be responsible to the Board for proper administration of all affairs of YCCA.
- 6.2 To appoint, assign, supervise and discipline, up to and including termination, YCCA employees, subject to the Personnel Rules adopted by the Board.

- 6.3 To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board and be responsible for their administration after adoption by the Board.
- 6.4 To formulate and present to the Board plans for communications and emergency facilities and/or services within the Agency and the means to finance them.
- 6.5 To supervise the planning, acquisition, construction, maintenance and operation of the communications and emergency services facilities or services of the Agency.
- 6.6 To attend all meetings of the Board and act as the secretary of the Board or designate an Agency staff member to act as secretary of the Board
- 6.7 To execute transfers within major budget units, as long as the total expenditures of each major budget unit remains unchanged.
- 6.8 To act as purchasing agent and to purchase or contract for goods, equipment or services consisting less than \$10,000 per order and to purchase fixed assets approved in the budget, without obtaining specific Board approval, as long as such expenditures are accommodated in the adopted budget. The YCCA Board shall have the authority to increase this limit by a majority vote.
- 6.9 To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

7. YCCA PERSONNEL.

7.1 All YCCA personnel shall be employees of YCCA and eligible for membership in CALPERS (California Public Employees Retirement System).

7.2 All YCCA personnel shall be subject to the Personnel Rules adopted by the YCCA Board, all personnel policies and procedures implemented by the Executive Director and shall receive compensation and benefits as directed by the YCCA Board.

8. FINANCING AND BUDGET. The fiscal period of the Agency shall be the year beginning July 1 and ending June 30. For each fiscal year, capital and operating budgets shall be proposed and adopted which are consistent with the funding ability of the member jurisdictions.

9. BUDGET AND CONTRIBUTIONS.

The procedure for adopting budgets is as set forth in this subsection.

9.11 The Executive Director, shall propose an operating budget and capital budget to the Board on or before March 1 of each year.

9.12 After considering the proposed budgets, the Board shall, by the vote of members representing each party, adopt an operating budget and a capital budget.

9.121 The contribution of each party to the operating and capital budget shall be determined by the Board of YCCA passed by majority vote. The

contributions determined by the Board of YCCA for each member entity shall reasonably reflect the share of costs incurred by YCCA as a result of providing services to the particular member entity. The Board of YCCA may adopt a formula or any other reasonable method for determining the respective contribution of each member entity.

Budgetary changes during the year may be approved by the Board through a simple majority vote, if the action does not increase any party's contribution. In the event that a budgetary change increases the contribution of any party, such change shall be subject to concurrence of the member representing that party.

Each party shall deposit its share of total party funding contributions with YCCA in quarterly installments before the first day of each quarter, based on quarterly billing by the Executive Director. The quarter billing shall represent contribution for the following quarter for dispatch, 911 and emergency services service and for actual equipment service already received.

If a party is delinquent in paying the YCCA and YCCA financial obligations cannot be met as a result thereof, YCCA may borrow such funds and the delinquent party shall be responsible to reimburse YCCA for the delinquent amount plus finance charges and administrative expenses incurred in order to obtain the loan.

10. COUNTY SUPPORT SERVICES: TREASURER, AUDITOR, AUDIT.

Pursuant to the requirements of Section 6505.5 of the Government Code, the Treasurer of Yolo County is designated to be the depository and to have custody of all YCCA funds, from whatever source, and to perform the following functions:

- 10.11 Receive and receipt for all money, including weekly checks resulting from collection services, for the YCCA and place it in the Treasury of the County of Yolo to the credit of YCCA;
- 10.12 Be responsible upon the Treasurer's official bond for the safekeeping, investment and disbursement of all YCCA money so held;
- 10.13 Pay any sums due from the YCCA or its assigns from YCCA or any portion thereof, only upon warrant of the public officer performing the functions of auditor or controller who shall be so designated pursuant to this Agreement; and pursuant to the requirements of Section 6505.5 of the Government Code, the Auditor of County shall perform the functions of auditor/controller. The Treasurer shall draw warrants to pay demands against the YCCA when the demands have been approved by the YCCA.

There shall be strict accountability of all funds and the Auditor of County will report to the YCCA all receipts and disbursements. In addition, Auditor of County will either make, or contract for, an audit of

the accounts and records at least annually, as prescribed by Section 6505 of the Government Code. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the auditor shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party. County data processing services relative to financial accounting shall be provided.

The rate for said services shall be negotiated prior to the adoption of the operating budget for each fiscal year and be generally consistent with the cost allocation system established for other County departments.

In lieu of the designation of a treasurer and auditor as set forth above, the Board may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code.

In the event the Board designates its officers or employees to fill the functions of treasurer or auditor, or both, such officers or employees shall cause an independent audit to be made by a certified public accountant in compliance with Section 6505 of the Government Code.

11. COUNTY SUPPORT SERVICES: OTHER.

11.1 The County of Yolo shall provide the following support services to YCCA at rates agreed upon by the County and YCCA:

Legal counsel, general services, garage services, office space, fueling services, parking, utilities, administrative support, personnel, payroll and other County support services. This section shall not prohibit YCCA from seeking or obtaining such services from entities other than the County of Yolo.

12. 911 SERVICE. YCCA may enter into any agreements with telecommunications providers or government entities necessary to the provision of 911 emergency services and the operation of a PSAP

13. TRANSFER OF ASSETS. In addition, the County of Yolo hereby grants a YCCA a license to occupy the Communications Center located at 35 North Cottonwood Street, Woodland, California, as is devoted to functions assumed by YCCA so long as the County of Yolo is a party and subject to payment to the County for any services provided.

14. FREQUENCIES. Each party shall turn over to YCCA for licensure or co-licensure as legally appropriate or required all public safety radio frequencies and licenses for the purposes of carrying out the provisions of this Agreement.

15. DEBTS AND LIABILITIES. The debts, liabilities, and obligations of the Agency shall not be debts, liabilities or obligations of the parties to this Agreement.

16. **INDEMNITY.** The Agency shall indemnify, defend and hold harmless the parties hereto and their officers, agents, servants, and employees free from any and all claims, losses, costs or liability resulting to any person, firm or corporation or any other public or private entity for damages of any kind, including, but not limited to, injury, harm, sickness or death to persons and/or property from any cause whatsoever arising from or in any way connected with the performance and exercise of its powers.
17. **TERM OF THE AGREEMENT.** This agreement shall become effective on the day and year first above written and shall continue in force until the effective date of the withdrawal of the last party or action of the governing body of each party.
18. **WITHDRAWAL OF PARTIES.** Any party may withdraw upon no less than three (3) years' prior written notice to the Board. The withdrawing party shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the withdrawal date. Upon such withdrawal, no withdrawing party shall be entitled to any distribution or withdrawal of property or funds.
19. **TERMINATION OF THE AGREEMENT.** Upon the cancellation of this Agreement, its purposes shall be deemed completed and any surplus money on hand shall be returned to parties in proportion to the contributions made.
20. **AMENDMENTS.** This agreement may be amended by an agreement in writing adopted by each party.

21. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
22. SEVERABILITY. Should any part, term or provision of this Agreement be finally decided to be in conflict of any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement the parties intended to enter into in the first instance.
23. NEW PARTIES. New parties may join this agreement, provided that the existing parties vote unanimously to accept the new party, the new party is a public agency and subject to any conditions established by the Board upon which the new membership shall be approved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers duly authorized as of the day and year first above written.

[SIGNATURES FOLLOW]

YOLO CONSOLIDATED
COMMUNICATIONS AGENCY,
a Joint Powers Authority

By:

Chairman of the Board, YCCA

ATTEST:

Secretary to the Board, YCCA

By:

COUNTY OF YOLO, a political subdivision
Of the State of California

By: _____

Chairman of the Board of Supervisors

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

By: _____

APPROVAL AS TO FORM:

COUNTY COUNSEL
COUNTY OF YOLO

CITY OF WOODLAND, a municipal Corporation

By: _____
Mayor

ATTEST:

CITY CLERK

APPROVAL AS TO FORM:

CITY ATTORNEY
CITY OF WOODLAND

CITY OF WEST SACRAMENTO, a municipal corporation

By: _____
Mayor

ATTEST:

CITY CLERK

APPROVE AS TO FORM:

CITY ATTORNEY
CITY OF WEST SACRAMENTO

CITY OF WINTERS, a municipal corporation

By: _____
Mayor

ATTEST:

CITY CLERK

APPROVAL AS TO FORM:

CITY ATTORNEY
CITY OF WINTERS



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

Date: September 18, 2007

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

FROM: Carol Scianna, Management Analyst Public Works *CS*

SUBJECT: Resolution 2007-48, Approval of Budget Adjustment for Park Replacement/Repairs – City Wide Assessment District in the Amount of \$5000.00

RECOMMENDATION: Staff recommends that the City Council approve Resolution 2007-48 a budget adjustment in the amount of \$5,000.00 to the City-Wide Assessment District for Miscellaneous Repairs 211-54619-650.

BACKGROUND: Blue Oak Park was recently vandalized and a large slide was damaged beyond repair. The replacement cost of this slide is \$3269.93. The remaining \$1730.67 requested will be available should the need arise for other repairs in the City's parks this fiscal year. Funding must be transferred from the General Fund to subsidize the City Wide Assessment District for these expenditures, which are above the amount collected as assessments. Staff did not include funds for repairs in the 2007/08 budget.

FISCAL IMPACT: \$5000.00 Fund 211-54619-650
\$5000.00 Fund 101-99999-610

RESOLUTION 2007-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING THE CITY OF WINTERS 2007-2008 ADOPTED OPERATING BUDGET AND APPROVING EXPENDITURE FOR CITY-WIDE ASSESSMENT DISTRICT

WHEREAS, On June 27, 2007 the City Council of the City of Winters adopted operating budget for Fiscal Year 2007-2008; and

WHEREAS, the City finds it necessary to increase funds budgeted for repairs in the City Wide Assessment District Fund for Park Facilities and Park Equipment due to unforeseen expenses due to vandalism at the Park; and

WHEREAS, funding must be transferred from the General Fund to subsidize the City Wide Assessment District for expenditures above the amount collected as assessments.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2007-2008 be amended as follows:

Section 1: Increase 2007-2008 budgeted expenditures in the following funds and amounts:

| | |
|--------------------|------------|
| Fund 211-54619-650 | \$5,000.00 |
| Fund 101-99999-610 | \$5,000.00 |

PASSED AND ADOPTED by the City Council, City of Winters, the 18th day of September 2007 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Keith Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK


CALIFORNIA SPORTS & RECREATION

1030-B Railroad Avenue
 Novato, CA 94945
 (415) 899-8090 Phone
 (415) 899-9050 Fax

FACSIMILE

To: Carol **From:** Ashley Grimm

City of Winters

Fax: (530) 795-4935 **Pages:** 3

Phone: (530) 795-4910 x115 **Date:** 8/2/07

Re: Revised Quote **CC:** Hal Higgins

Urgent For Review Please Comment Please Reply Please Recycle

The following is the revised price quote. ~~Because we could not reduce the freight, we have applied a 25% discount to the slide.~~

When ordering GameTime products, methods of payment are as follows:

1. Signed quote or Purchase Order is required. Purchase order must be made out to GAMETIME c/o CALIFORNIA SPORTS & REC (CSR)
2. Visa or MasterCard are accepted
3. Cash with Order (Order may qualify for 3% CWO discount – please call with questions)
4. If you have credit terms with GameTime, but exceed the credit limit, payment may be required prior to shipping or at the time of delivery.
5. C.O.D. with cashier checks or money order at time of delivery. Personal or company checks are not acceptable.

If you need further assistance please contact our office at (800) 471-7037 or your local sales representative, Hal Higgins.

NOTE: Cranberry is no longer a color option. Please be sure to specify your color selection on the quote acceptance page.



California Sports and Recreation
1030B Railroad Ave.
Novato, CA 94945
Phone Number: 415-899-9090
Toll Free: 800-471-7037
Fax Number: 415-899-9050



Replacement Slide - Revised 8/02/07

City of Winters
Attn: Carol
318 1st Street
Winters, CA 95694
Phone: 530-795-4910 Ext. 115
Fax: 530-795-4935

Quote Number: 45434
Quote Date: 8/2/2007

Table with 5 columns: Stock ID, Description, Quantity, Unit Price, Amount. Row 1: 154125, Bigfoot Slide (only), 1, \$2,287.00, \$2,287.00

Price is for materials only to replace the slide bedway for original GameTime order #7227425 (8/97). Installation is not included.

SubTotal: \$2,287.00
Freight: \$1,430.32
Tax: \$124.36
Discount: \$571.75
Total Amount: \$3,269.93

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O California Sports & Recreation.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Payment terms: net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information

Bill to:
Company:
Attn:
Address:
City/State/Zip:
Billing Contact:
Billing Phone:
Billing Fax:

Ship to:
Company:
Attn:
Address:
City/State/Zip:
Jobsite Contact:
Jobsite Phone:
Jobsite Fax:

Enter desired color palette name: Red OR
Enter desired color: Uprights () Decks ()
Accents () Roofs/Tubes () Slides/Panels ()

California Sports & Recreation

By: [Signature]
Salesperson's signature

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ **\$3,269.93**

P.O. No: _____

Date: _____

Phone: _____

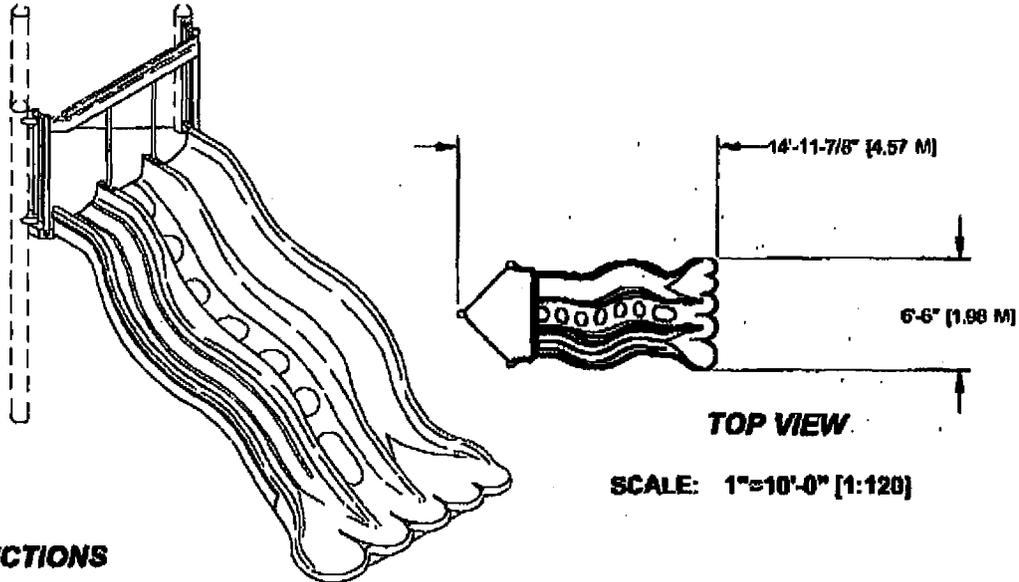
Facsimile _____

MODULAR COMPONENTS
FORT PAYNE, ALABAMA

10499
BIG FOOT™
SLIDE



REVISED: 09/14/01



INSTRUCTIONS

1. Before assembling this equipment, read the enclosed *INSTALLATION INSTRUCTIONS* in the installation booklet; follow all the instructions during installation.
2. Assemble parts as shown in the *ASSEMBLY DRAWING*. Refer to the assembly details for the specific hardware required in each connection.

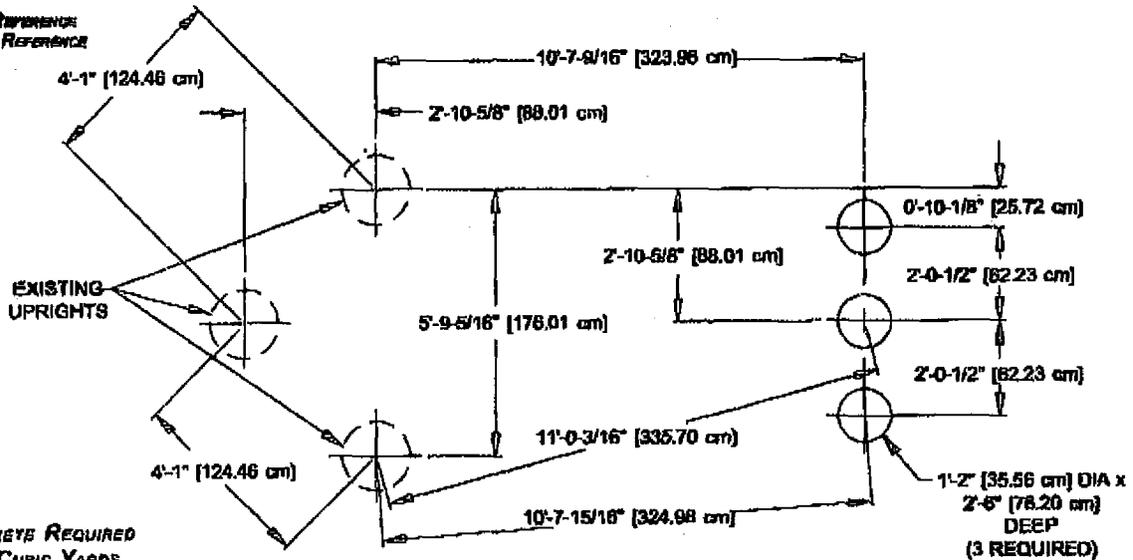
REPLACEMENT PARTS

| Rep. No. | DESCRIPTION | No. Req'd. | PART No. | WEIGHT Ea. | |
|----------|----------------------------------|------------|----------|------------|--------|
| | | | | Lbs. | Kgs. |
| 1 | Big Foot™ Slide Bedway | 1 | 154125 | 416.45 | 189.06 |
| 2 | Cross Bar | 1 | 154351 | 8.83 | 3.91 |
| 3 | Footbuck | 3 | 158320 | 3.88 | 1.76 |
| 4 | Cross Bar Support (Right) | 1 | 162592 | 40.02 | 18.15 |
| 5 | Cross Bar Support (Left) | 1 | 162590 | 40.02 | 18.15 |
| 6 | Center Bar | 2 | 154428 | 2.54 | 1.16 |
| 7 | Diamond Deck (Expanded Metal) | 1 | 158054 | 102.15 | 46.33 |
| | Hardware Complete | 1 | 162818 | 3.04 | 1.37 |
| | 3/8" x 3/4" P.B.H.C.S. w/Patch | 16 | 812052* | .04 | .02 |
| | 3/8" x 1-1/2" P.B.H.C.S. | 6 | 810093* | .08 | .04 |
| | 3/8" x 1-1/2" P.B.H.C.S. w/Patch | 8 | 812053* | .07 | .03 |
| | 3/8" x 2-1/2" P.B.H.C.S. w/Patch | 8 | 812057* | .08 | .04 |
| | 3/8" Lockwasher | 38 | 817334* | .01 | .01 |
| | 3/8" Flatwasher | 4 | 817410* | .01 | .01 |
| | 3/8" Flatwasher (1-1/4" O.D.) | 16 | 817424* | .01 | .01 |
| | 3/8" Hex Nut | 2 | 804053* | .02 | .01 |
| | 3/8" Tee-Nut (Spanner) | 4 | 804586* | .03 | .01 |
| | Square Tubing Cap | 4 | 158939* | .06 | .03 |

UNLESS OTHERWISE SPECIFIED, ALL UNITS OF MEASURE ARE EACH
*INCLUDED IN HARDWARE

LEGEND

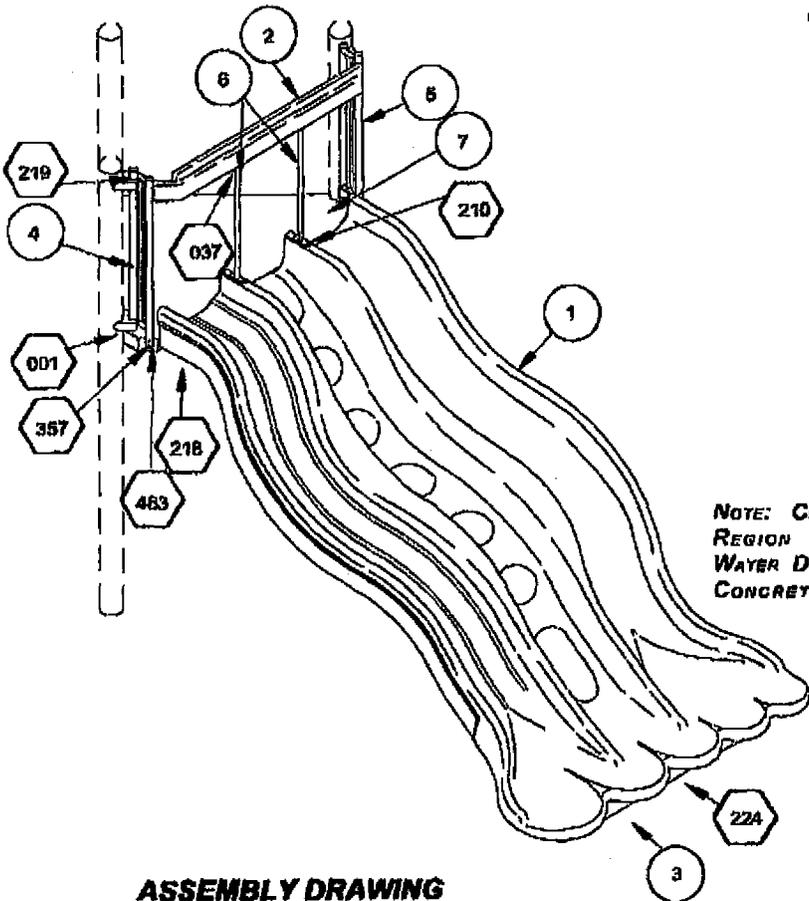
- PART REFERENCE
- DETAIL REFERENCE



CONCRETE REQUIRED
 .18 CUBIC YARDS
 [1.4 CUBIC METERS]

GROUND PLAN

NOTE: HOLE DEPTHS INDICATED ON ALL GROUND PLANS ARE MEASURED FROM THE FINISHED SURFACE. SEE DETAIL 005. ALL FOOTING DIMENSIONS ARE BASED ON LEVEL FINISHED SURFACE.



NOTE: CHECK SLIDE EXIT REGION FOR PROPER WATER DRAINAGE BEFORE CONCRETE IS APPLIED.

NOTICE: FOR COMPLIANCE OF GERMANY INTERNATIONAL SAFETY STANDARD (TUV) DIN 7926 SHOCK ABSORBING SURFACING MUST BE LEVEL WITH EXIT AREA OF SLIDE.

ASSEMBLY DRAWING



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: September 18, 2007
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: Supplemental Legal Services- Meyers Nave Engagement Letter

RECOMMENDATION:

That the City Council:

1. Approve an amendment to the legal services agreement between Meyers, Nave, Riback, Silver & Wilson and the City of Winters and the Winters Community Development Agency; and
2. Authorize the Mayor to execute the letter on behalf of the City and Community Development Agency.

BACKGROUND:

Steve Rudolph, who has been providing legal assistance to the city in the areas of land use, redevelopment and general municipal matters for over two years, changed law firms in July. Steve is now a principal with the law firm of Meyers, Nave, Riback, Silver & Wilson, which focuses almost exclusively on providing legal representation to public agencies. Meyers Nave serves as city attorney for over thirty cities, and as special counsel for hundreds of cities, special districts and redevelopment agencies.

The City retained Meyers Nave on an interim basis in July. The proposed Amendment to Engagement of Legal Services letter retains Meyers Nave on a long-term basis. Steve will continue to provide the same range of services to the city as he has in the past. The engagement of Meyers Nave does not preclude the city from retaining other attorneys, as necessary.

FISCAL IMPACT:

Supplemental Legal services costs as approved in the City Budget. Specific costs are determined on a project by project basis.

ATTACHMENT:

Amendment to Engagement of Legal Services Letter

September 12, 2007

PERSONAL AND CONFIDENTIAL

Woody Fridae
Mayor
City of Winters
318 First Street
Winters, CA 95694

RE: Amendment to Engagement of Legal Services

Dear Mr. Fridae:

This letter serves as an amendment to the legal services agreement between Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") and the City of Winters and the City of Winters Community Development Agency.

This letter sets forth our amended agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. Scope of Engagement. Legal services shall include, upon the request of the City Council, City Manager or City Attorney, the following items: preparation and/or review of ordinances, resolutions, agreements, contracts, staff reports and other documents; legal research and provision of legal advice to the City Council, City Manager, City Attorney and other designated City Staff; attendance at City Council meetings and attendance at other meetings, including staff meetings, as requested; rendering of legal opinions to the City; providing routine municipal legal advice to the City Council, City Manager or other authorized officials; coordination of the work of outside legal counsel, as needed and as directed by the City Council, City Manager or City Attorney; prosecuting or defending litigation on behalf of the City, as authorized by the City Council, including the representation of City officers or employees, as appropriate or necessary; representing the City in administrative matters before regulatory agencies, as required; representing the City on redevelopment matters, assisting in personnel matters or labor relations, as requested; preparing a report of pending legal actions as part of the annual audit; assisting with the acquisition or disposal of real property, including eminent domain proceedings; assisting with assessment district proceedings, the issuance of general obligation and revenue bonds, and other financial matters; and providing such other legal services as may be directed by the City Council, City Manager or City Attorney.

Meyers Nave shall provide legal services only upon the request or authorization of the City Council, City Manager or City Attorney.

Legal services will not include matters in which Meyers Nave has a conflict of interest that precludes Meyers Nave from representing the City, members of the City Council, or City officers or employees.

2. **Fees and Personnel.** Steven P. Rudolph shall be assigned as Assistant City Attorney and shall be primarily responsible for the provision of legal services by Meyers Nave to the City.

Associate attorneys and legal assistants at Meyers Nave shall be utilized where appropriate to assist in conducting legal research; preparing ordinances, resolutions and agreements; rendering of legal advice; and other assignments appropriate for their level of experience. Other attorneys within the firm shall assist in providing specialized legal advice within their areas of expertise where necessary.

Meyers Nave shall charge the City for legal services on an hourly basis. The City shall be charged \$190 per hour for assistant city attorney services provided by attorneys pursuant to this Agreement. Assistant city attorney services shall include the provision of routine municipal legal advice and guidance, including but not limited to, attendance at City Council meetings; attendance at Planning Commission meetings, as requested; attendance at staff meetings, as requested; preparation of a report of pending legal actions as part of the annual audit; provisions of advice regarding routine personnel matters and labor relations; provision of advice regarding the acquisition or disposal of real property; provision of opinion letters in connection with assessment district proceedings and the issuance of general obligation and revenue bonds; preparation and/or review of agendas, ordinances, staff reports, resolutions, agreements, notices, declarations, certificates, deeds, ordinary leases and other legal documents as required by the City; consultation with City staff; and the provision of legal advice and opinions that affect the City, including new legislation and court decisions.

Additional services outside the scope of assistant city attorney services shall be billed at our current public agency rate depending on the experience of the attorney and the complexity of the matter. My current public agency rate is \$275 per hour. Standard and public agency rates are adjusted on an annual basis. Such additional services include those rendered in connection with preparation, prosecution and defense of litigation, including the representation of City officials and employees, as appropriate and necessary; representation at administrative and regulatory hearings; public property acquisition and disposal (including eminent domain proceedings); advice regarding specialized employment issues, personnel disciplinary matters; land use and development matters, redevelopment matters, affordable housing matters, construction disputes; non-routine and/or specialized matters such as annexations or municipal financing matters; and other specialized legal services rendered by attorneys in other sections of Meyers Nave. Notwithstanding the foregoing, if Steven Rudolph requires assistance from other attorneys within the firm who primarily focus in a particular field, such as Real Estate, Employment, Eminent Domain, or litigation, Meyers Nave will charge the standard billing rates for those attorneys, whether or not such services are within the scope of city attorney services.

For those legal services for which the City can be reimbursed by third parties, either pursuant to a City policy or by statutory authority or agreement, Meyers Nave shall charge the City its standard hourly rates for private clients. My current standard rate is \$325 per hour.

3. **Disbursements and Expenses.** Meyers Nave shall bill the City on a monthly basis. Each bill shall indicate the date of the work done, the work that was accomplished, the attorney or paralegal who performed the work and the fee for the work. To each bill Meyers Nave shall add an administrative charge

of four percent (4%) of legal fees in lieu of separately itemizing general overhead costs which are generally chargeable to a client, including long distance telephone service, facsimile charges, regular postage, and routine copying of documents. Meyers Nave shall regularly monitor its actual administrative expenses to ensure that the administrative charge is a fair and reasonable approximation of actual expenses.

The following out-of pocket expenses will be separately itemized and included in bills to the City: (1) Extraordinary operating expenses, including items such as messenger services, overnight mail charges, extraordinary copying and computer-assisted research; (2) Necessary travel expenses, including items such as air fare, parking fees, meals and car rental; and (3) Court costs, including filing fees, witness fees, and deposition and discovery costs not paid directly by the City.

The City shall review and approve Meyers Nave's monthly statements and pay Meyers Nave for services rendered and expenses incurred at the rates and in the amounts provided in this Agreement, on a monthly basis in accordance with the approved monthly statements. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached (Attachment 1).

4. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

5. Termination of Services. You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

6. Insurance. During the term of this engagement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

7. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

8. **Entire Agreement; Full Understanding; Modifications In Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

9. **Joint Representation.** Our firm maintains *of counsel* agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

10. **Notices.** All notices under this Agreement shall be directed to the City in care of the City Manager, City of Winters, at 318 First Street, Winters, CA 95694; and to Meyers Nave in care of Managing Principal at 555 12th Street, Suite 1500, Oakland, CA 94607.

11. **Conflicts.** Our firm represents many public agencies in California. Since 1986, we have represented over five hundred public clients, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from the City of Winters.

In view of the fact that Winters is a City, this letter confirms that the services which we are rendering to you are limited in scope and for the benefit of Winters only. Meyers Nave performs a variety of professional services for its clients and it is possible that we will represent public agency clients which are adverse to you on other matters. To avoid potential problems, you agree that you expressly waive any actual or potential conflicts that might arise from such representation, that you will not attempt to disqualify Meyers Nave on such matters, and that our firm is free to represent its clients on such matters.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that City of Winters does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of City of Winters, and that City of Winters waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. You further confirm that City of Winters will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

City of Winters
Re: Amendment to Engagement of Legal Services
September 12, 2007
Page 5

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,

MEYERS, NAVE, RIBACK, SILVER & WILSON



Steven P. Rudolph

Enclosure
c: Records Manager
Billing Department
1009920_1.DOC

These terms are accepted and agreed to as of the date of this letter.

By: _____
Woody Fridae
City of Winters
Title: Mayor

ATTACHMENT 1

MEYERS, NAVE, RIBACK, SILVER & WILSON STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include, but are not limited to, duplicating, facsimile charges, telephone charges, E-mail, postage, mileage and other administrative expenses. We have determined that the most effective method of accounting for these administrative costs is to charge a flat 4% of the professional fees incurred.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees.

If you have any questions regarding an invoice, the Finance Director or Executive Director are available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members

DATE : September 18, 2007

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

FROM: Bruce Muramoto, Chief of Police

SUBJECT: Curfew Ordinance Update

A handwritten signature in cursive script, appearing to read "Muramoto", is written over the "THROUGH:" and "FROM:" lines.

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing on the an amendment to the Winters Municipal Code Pertaining to Offenses by or Against Minors; and
2. Introduce Ordinance No. 2007-07, AN ORDINANCE OF THE CITY OF WINTERS AMENDING CHAPTER 9.12 OF THE MUNICIPAL CODE PERTAINING TO OFFENSES BY OR AGAINST MINORS.

BACKGROUND:

The purpose of this ordinance is to amend the existing curfew ordinance for minors in response to the Ninth Circuit Court of Appeals ruling in *Nunez v. City of San Diego* (1997) 114 F.3d 935.

In addition, the California Education Code contains sections dealing with truancy and curfew for school-aged children. Recently, those sections were interpreted by the California Courts, which allowed Cities to adopt curfew ordinances that supplement, rather than conflict with, the California Education Code. This curfew ordinance, based on those in other cities, is such a supplemental provision

DISCUSSION:

Staff is recommending that the City Council adopt the attached amendment to the municipal code to bring it in compliance with current case law.

FISCAL IMPACT:

None

ATTACHMENT:

Proposed Ordinance.

ORDINANCE NO. 2007-07

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING CHAPTER 9.12 OF THE WINTERS MUNICIPAL CODE
CONCERNING OFFENSES BY OR AGAINST MINORS**

1. Purpose. The purpose of this ordinance is to amend the existing curfew ordinance for minors in response to the Ninth Circuit Court of Appeals ruling in *Nunez v. City of San Diego* (1997) 114 F.3d 935. According to *Nunez v. San Diego*, the existing curfew ordinance, when narrowly construed, may be deemed unconstitutionally vague because it does not: (1) define the offense with sufficient definiteness so that ordinary people can understand what conduct is prohibited; and (2) establish standards to permit police to enforce the law in a non-arbitrary, non-discriminatory manner. When interpreted under a broader construction, the existing ordinance may be construed as an unconstitutional impairment of citizens' fundamental right of free movement and travel, and would thereby fail the strict scrutiny test; that is, it is not narrowly tailored to promote a compelling governmental interest.

2. Authority. The City Council enacts this ordinance under the authority granted by Article XI, Section 7 of the California Constitution.

3. Amendments. Sections 9.12.010, 9.12.020, 9.12.030 and 9.12.040 of the Winters Municipal Code are hereby amended as follows:

Sec. 0.12.010. Definitions for Curfew Provisions.

For purposes of Chapter 9.12:

"Curfew hours" means the period from 10:00 p.m. any evening of the week, or 11:00 p.m. daylight savings time, until 6:00 a.m. the following day.

"Emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

"Establishment" means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

"Guardian" means: (1) a person who, under court order, is the guardian of a minor; or (2) a public or private agency with whom a minor has been placed by the court.

"Minor" means any person under eighteen (18) years of age.

"Parent" means a person who is a natural parent, adoptive parent, or step-parent of the minor.

"Public place" means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, parks, and the common

areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops, or any privately owned land that is unsupervised and is open and generally available to the public. This includes vacant lots and parking lots.

“Remain” means to: (1) Linger or stay, to tarry; or (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

“Responsible adult” means a person eighteen (18) years of age or older, authorized by a parent or guardian to have the care and custody of a minor.

“Serious bodily injury” means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

Sec. 9.12.020. Curfew Restrictions.

(a) It is unlawful for any minor to be present in any public place or on the premises of any establishment within the City of Winters during curfew hours.

(b) It is unlawful for any parent or guardian of a minor to knowingly permit, or by insufficient control to allow, the minor to be present in any public place or on the premises of any establishment within the City during curfew hours.

(c) It is a defense to prosecution under Section 9.12.020(a) or (b) that the minor was:

(1) accompanied by the minor’s parent or guardian, or by a responsible adult;

(2) on an errand at the direction of the minor’s parent or guardian, or the responsible adult, without any detour or stop;

(3) in a motor vehicle involved in interstate travel;

(4) engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

(5) involved in, or acting in response to, an emergency;

(6) on the sidewalk abutting the minor’s residence;

(7) attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Winters, a civic organization, or another similar entity that takes responsibility for the minor;

(8) exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of lawful assembly; or

(9) emancipated pursuant to law.

(d) Before taking any enforcement action under this section, a police officer shall ask the apparent offender’s age and reason for being in the public place or on the premises of the establishment during curfew hours. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that

an offense has occurred and that, based on any responses and other circumstances, no defense under Section 9.12.020(c) is present or applicable.

(e) Each violation of this section shall constitute a separate offense.

Section 912.030. Permission by proprietors unlawful.

It is unlawful for any proprietor, keeper, clerk or any other person, having charge or control of any café, tavern, restaurant, bar, eating place, or public dance hall to permit any person under the age of eighteen (18) years to loiter in such public place during curfew hours unless such person is accompanied by a parent, guardian, or other adult person, having the care and custody of such minor.

Section 912.040. Violation – Penalty Provision.

Any minor violating the provisions of Section 9.12.020, shall be guilty of a misdemeanor, and shall be dealt with in accordance with juvenile court law and procedure. . . [Remainder of original section, beginning with second paragraph, remains the same].

Section 4. Effective Date and Notice. This ordinance shall take effect immediately as an urgency measure and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2007

KEITH FRIDAE
MAYOR

ATTEST:

NANCI MILLS
CITY CLERK

PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Winters will hold a public hearing at 7:30 p.m., or as soon thereafter as possible, on Tuesday, September 18, 2007 to consider an ordinance of the City of Winters amending Chapter 9.12 of the Municipal Code Pertaining to Offenses by or Against Minors.

All interested persons are invited to and be heard at the time of hearing. Those unable to attend may submit written comments to the City Clerk, 318 First Street, Winters, CA 95694. Written comments will be received at or prior to the public hearing.

Information regarding this matter may be obtained at the City Clerk's office at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays or by calling the City of Winters at (530) 795-4910 ext. 101.

PUBLISH September 5, 2007



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: September 18, 2007
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Winters Community Library Project- Consideration and Approval

RECOMMENDATION:

That the City Council:

1. Receive a status report and design update from Staff and the project architect, NTD Stichler; and
2. Convene into a Closed Session pursuant to Government Code Section 54596.9 regarding potential litigation regarding the Margaret Parsons Trust; and
3. Approve the Proposed Winters Community Library Project.

BACKGROUND:

In 1998, the voters of California approved Proposition 12 which funded approximately \$330 million in grant awarded funding toward library construction statewide. This opportunity gave rise to a movement within the Winters Community for the construction of a new community library.

The initial project was for a library to be constructed at the intersection of Main St and Railroad Ave adjacent to the Community Center and Rotary Park. The projected funding sources included Proposition 12 funds and a proposal for a community "bond" which would fund a 15% share of the construction costs. In November, 2001, Measure B was presented to the voters of Winters (contiguous with the WJUSD boundaries). While receiving a majority "Yes" vote of approximately 59%, the measure failed due to needing a "super majority" of 66.1%.

The process was re-nued in 2002 with the goal of submitting a proposal for the third cycle of the Proposition for a library which did not require public financing. This included the formation of a Library Steering Committee, participation of Yolo County, the City of Winters and the introduction of the Winter Joint Unified School District as a partner. The process leading to a January, 2004 submittal included:

- An extensive community process which included a facilitated needs assessment, public workshops and community outreach. In total, over 30 meetings and interviews were held with all members of the Winters community.
- Formulation of a Joint-Use/Co-Located Library on the Winters High School Campus. This included a proposal for a jointly staffed and operated library which extended both hours of operation and services available to both students and the public.
- Winters Library Services Plan was established to guide the operation of the new library.

Funding for the library included \$300,000 from the Winters Community Development Agency, \$400,000 from the Margaret Parsons Trust and approximately \$500,000 from Yolo County and \$50,000 from the Winters Friends of the Library.

In December, 2004 the projects was reviewed by the Library Bond Act Committee. While rated as a "Very Good" project, the project was not funded.

The final push for a new community library came in 2005, when the key partners to the project, utilizing the same Third Cycle Project Concept worked on a plan to develop the library without outside funding. Each of the parties, utilizing the agreements developed in the Third Cycle began a process of funding an architect and developing an overall funding plan.

The Library Steering Committee continued meeting through the next two year period and working on the overall plans for the Co-located/Joint Use Project.

DISCUSSION:

The project is currently ready to proceed with Design Development and the preparation of construction plans. The library involves the construction of approximately 11,000 square feet of space to include a library and community room located on the Winters High School site. The details of the design are included as Exhibit A of this report.

This involved significant contributions from each of the partners. The funding for the project is as follows:

| | |
|---------------------------------------|---|
| Yolo County | \$3,242,600 |
| City of Winters | 600,000 |
| City Development Agreements | 299,000 |
| Margaret Parsons Trust | 470,773 |
| Winters Joint Unified School District | 400,000 |
| Joint Use Funding Grant | 588,000 |
| Winters Friends of the Library | 50,000 |
| Local Capital Campaign | 201,006 this money is anticipated—not in hand |

TOTAL REVENUES \$5,851,379

The current cost estimates for the budget are projecting total expenditures of \$5,920,821 for the construction of the facility. This leaves a deficit of an additional \$69,442 which will need to be raised through an independent capital campaign.

At its August 27, 2007 meeting, the Library Steering Committee approved the proposed design and has authorized the architect (NTD Stichler) to proceed with the Design Development Phase which will include the preparation of the construction drawings.

Staff is requesting that the City Council receive a presentation and approve the funding resolution for this project.

Margaret Parsons Trust:

In 2003, the City received a distribution of the Margaret Parsons Trust in the amount of \$400,000 towards the Library Project. These funds have been held in an interest bearing City account pending the project start. On September 8, 2007, Staff received a letter from Mrs. Theresa Sackett revoking the funding.

Staff is requesting that the City Council convene a Closed Session to receive a briefing from legal counsel on possible issues involved with this matter.

FISCAL IMPACT:

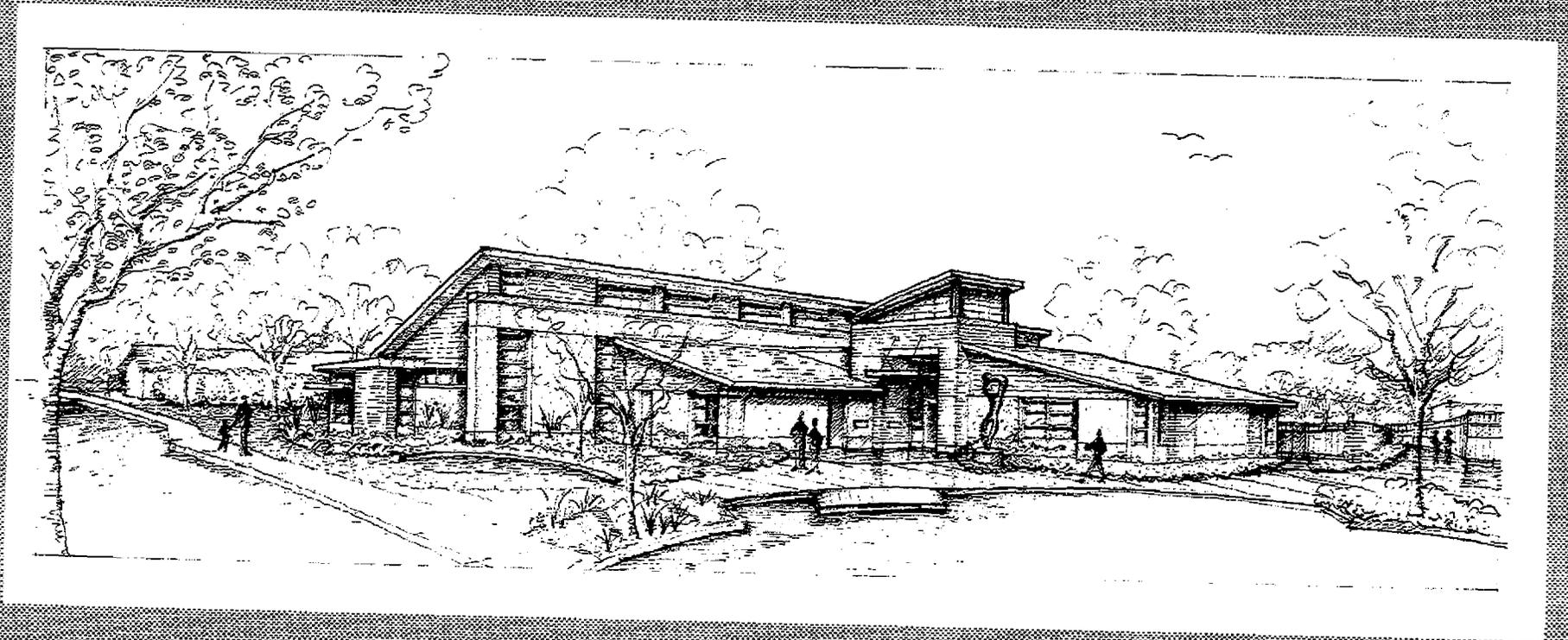
The City of Winters and the Winters Community Development Agency have already committed through the Cooperative Agreement \$600,000 from the Winters Community Development Agency, \$274,000 in funding received from Development Agreements from 4 subdivision projects and \$400,000 from the Margaret Parsons Trust. Based on the most recent approvals and accumulated interest, the Margaret Parsons Trust Funds with accumulated interest is now \$470,772.61 and the developer contributions have increased by \$25,000.

ATTACHMENT:

1. Library Concept Plans- NTD Stichler Drawings



CONCEPT SKETCH – VIEW FROM RAILROAD AVENUE



WINTERS LIBRARY

YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT

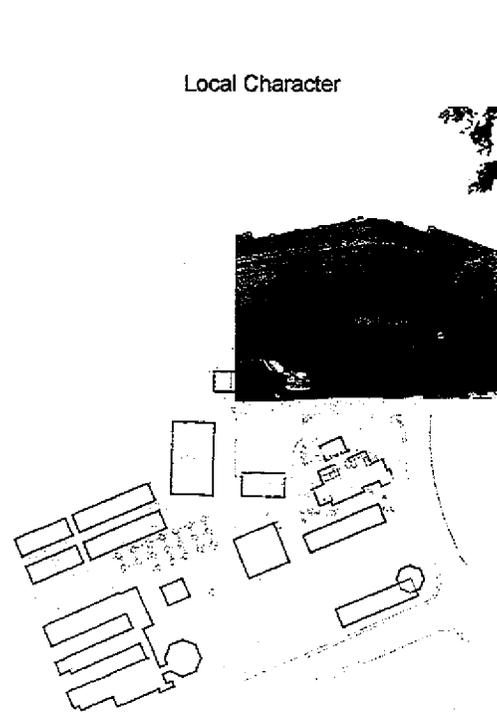


INTRODUCTION

The Winters Library project represents a significant collaborative effort between the **County of Yolo** and the **Winters Joint Unified School District**. As a joint-use facility, it promises to be a major hub for community events, activities, and gatherings. As an element of the Winters High School master plan, it signals the direction of future campus growth patterns and architectural character. As a cultural institution, local residents find not only the expanse of literature and resources offered by the Library, but exposure to artwork created by practitioners vested in the community.

Ultimately, this endeavor is undertaken by all parties to simply create a valuable addition to the **City of Winters**. A building that fits well into its context, responds to its climate; and becomes a sought-after place for enjoying the moment while leaving a positive and lasting impression.

Local Character



WHS Master Plan Consideration



Original Design Idea



INTRODUCTION

1

2

3

4

5

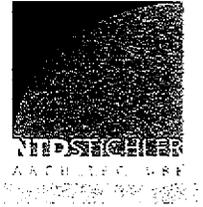
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7



WINTERS LIBRARY
YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT



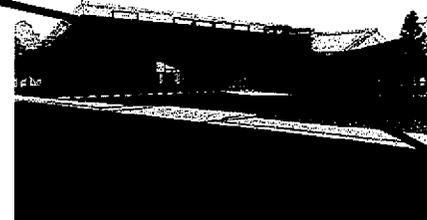


PROCESS

Massing alternative



Original design



Plan alternative



Emphasized entrance element



SHIFT IN SITE PLAN ORIENTATION



Stylistic alternative



Form alternative

CONCEPTS / OPTIONS



CLIMATIC DATA

AREA CLASSIFICATION:

Western Sacramento Valley

ELEVATION: 131 Feet above Sea Level

PRECIPITATION: Rain: 21.7" (Per year)

TEMPERATURE:

Winter Average: High: 54.7 Degrees F / Low: 36.5 Degrees F

Summer Average: High: 96.3 Degrees F / Low: 59.5 Degrees F

WIND: Prevailing direction: from the South

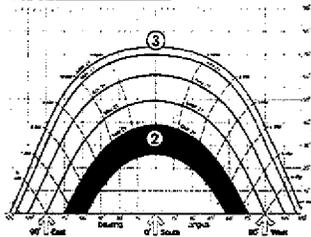
Average Velocity: 5 to 15 mph

Maximum Velocity: 81 mph

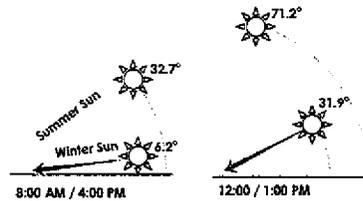


SITE ANALYSIS

Sun Path Diagram



Solar Angles



LEGEND:

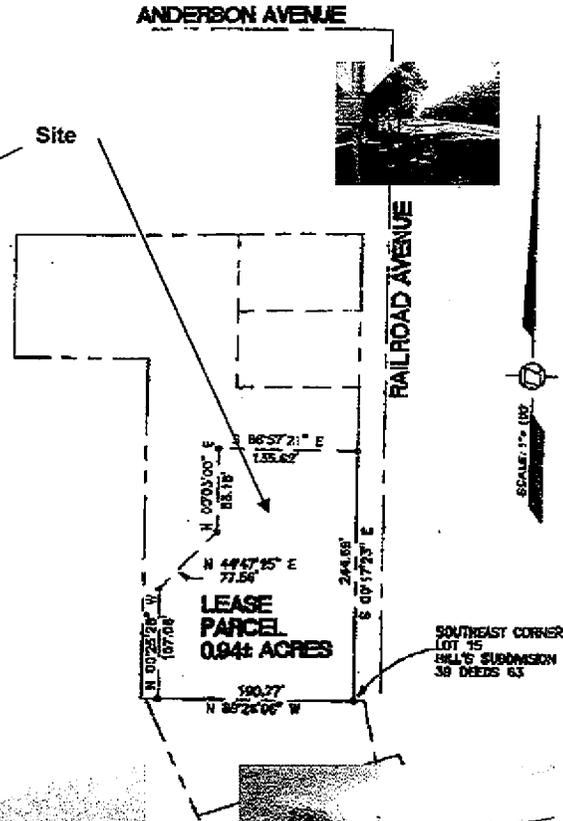
- ① Prevailing Wind from South
- ② Winter Sun
- ③ Summer Sun



WINTERS LIBRARY

YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT





SITE ANALYSIS

SITE PHOTOS



View looking north



View looking southeast



View looking southwest



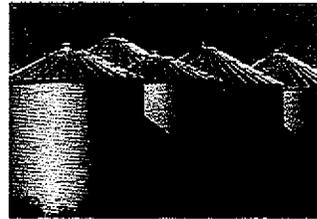
View looking east



CAMPUS SETTING



LOCAL RETAIL



AGRICULTURAL INFRASTRUCTURE



LOCAL & HISTORICAL CONTEXT



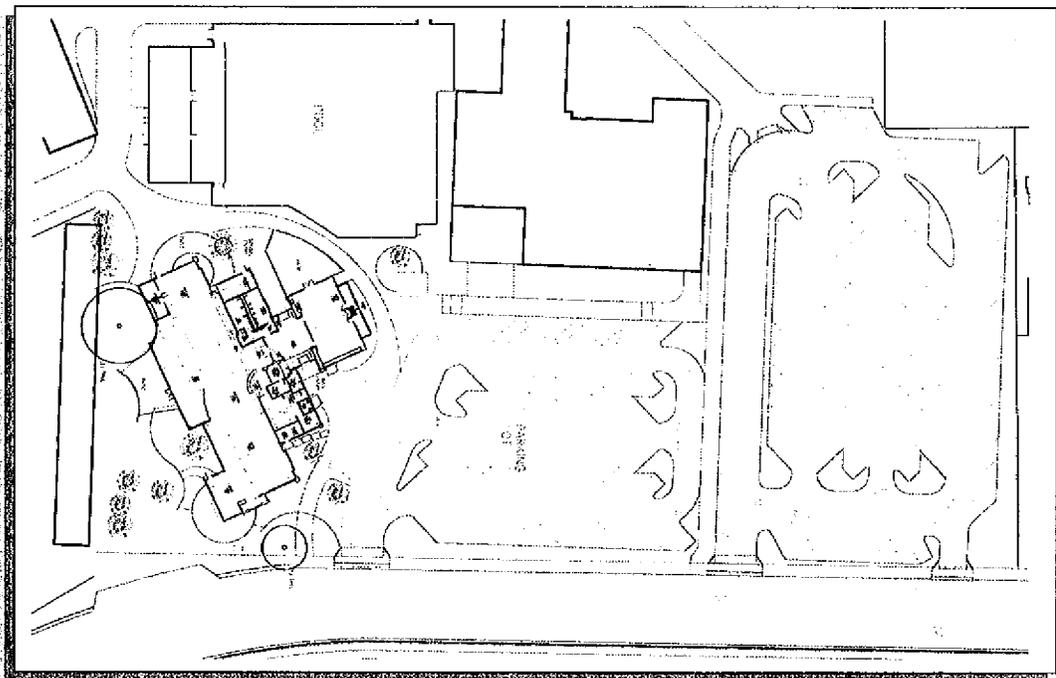
DOWNTOWN IMAGERY



WINTERS LIBRARY

YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT





SITE:
 0.94 ACRES ON WINTERS HIGH SCHOOL SITE
 167 PARKING SPACES (35 DEDICATED FOR LIBRARY)

BUILDING: 40,000 SQUARE FEET

630 STUDENTS

JOINT USE FACILITY FOR YOLO COUNTY PUBLIC LIBRARY AND WINTERS JOINT UNION SCHOOL DISTRICT

PROGRAM

MAIN SPACES

- MEETING ROOM
- MAN READING AREA
- CHILDREN'S AREA
- READING AREA

SUPPORT SPACES

- LOBBY
- RESTROOMS
- LEARNING CENTER
- INFORMATION DESK
- STAFF WORK AREA
- COMPUTER STATIONS
- GROUP STUDY WORKING

MEISHIGHER
 ARCHITECTURE

PROGRAM



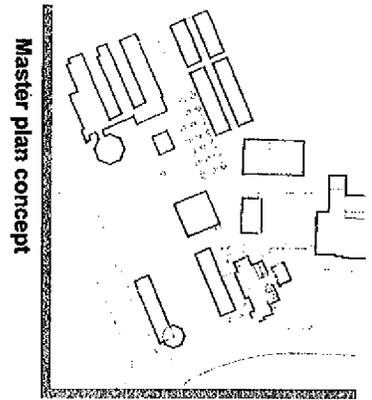
WINTERS LIBRARY
 YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT



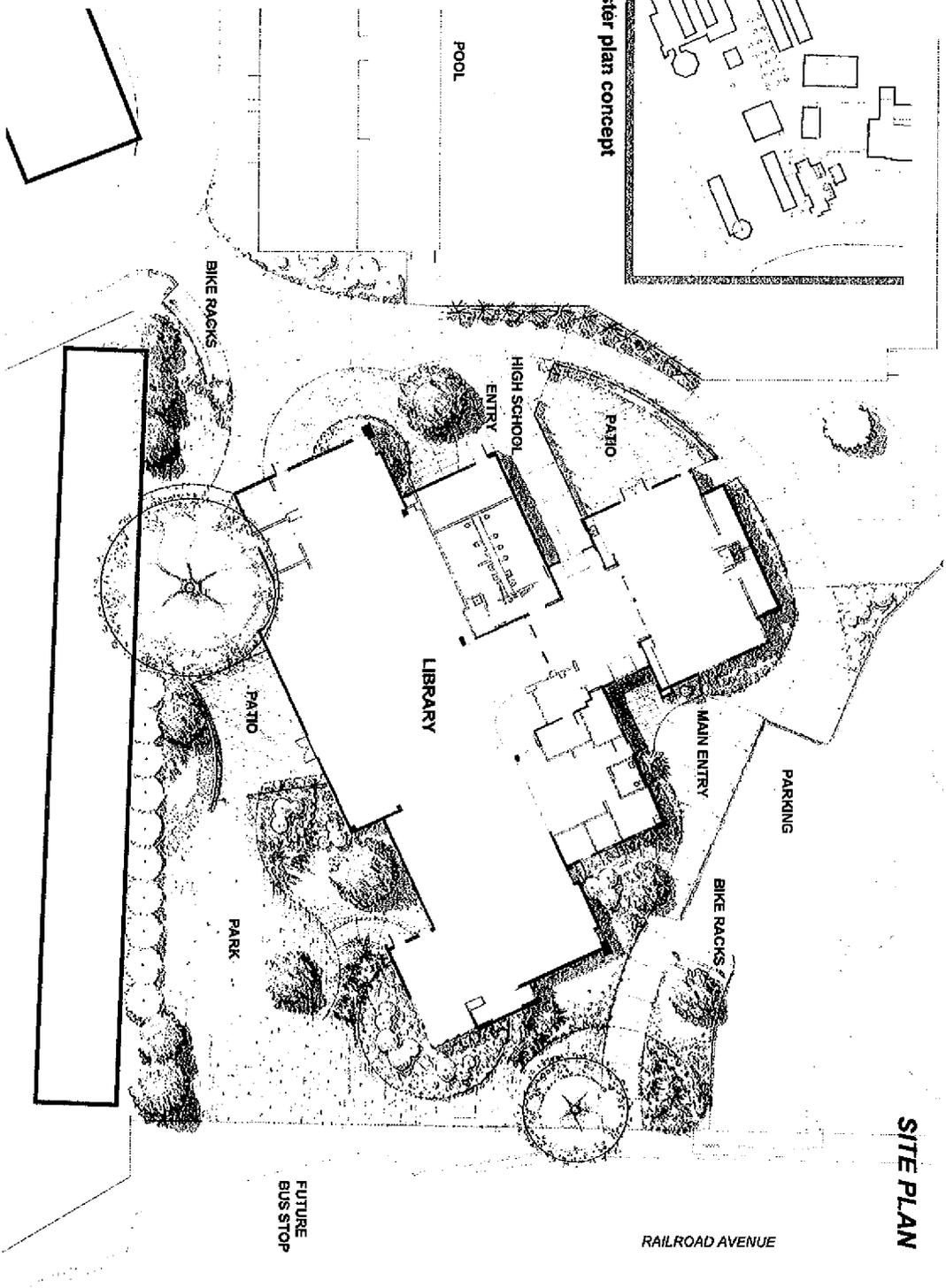


WINTERS LIBRARY
YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT

9



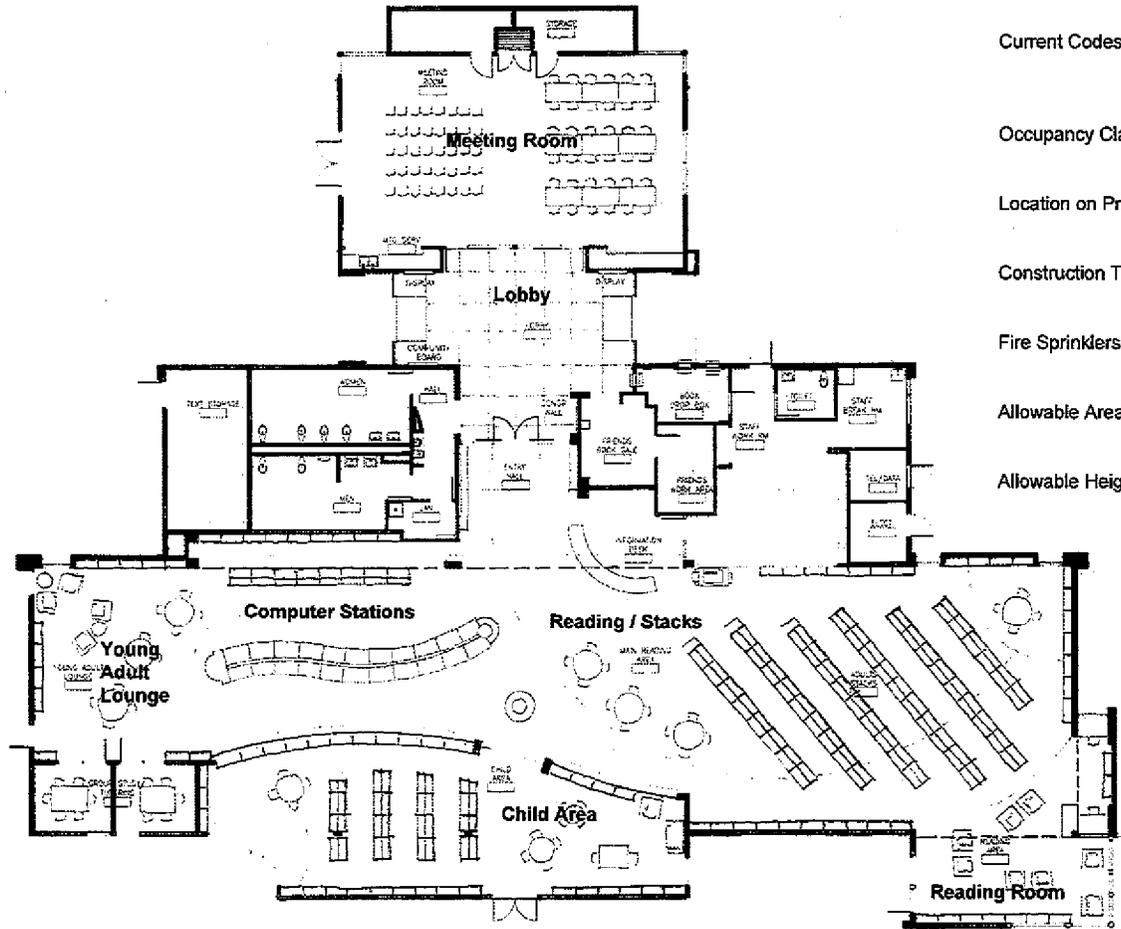
Master plan concept



SITE PLAN



SCHEMATIC
DESIGN



PRELIMINARY BUILDING CODE DATA

Current Codes:

Occupancy Class:

Location on Property:

Construction Type:

Fire Sprinklers:

Allowable Area:

Allowable Height:



SCHEMATIC DESIGN

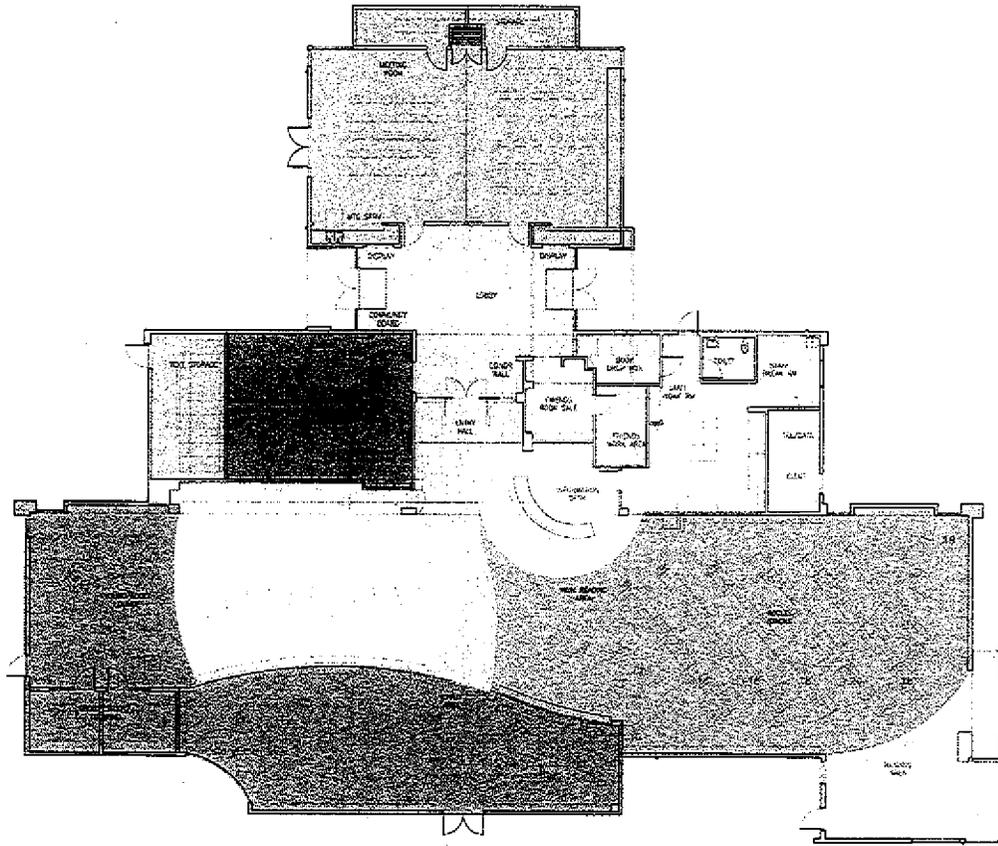
FLOOR PLAN

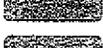


WINTERS LIBRARY

YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT





-  MEETING ROOM
 -  ENTRY
 -  RESTROOMS
 -  INFORMATION DESK
 -  STAFF WORK AREA
 -  TEXT STORAGE
 -  YOUNG ADULT LOUNGE
 -  COMPUTER STATIONS
 -  MAIN READING AREA
 -  READING AREA
 -  GROUP STUDY / TUTORING
 -  CHILDREN'S AREA
- SCHEMATIC DESIGN**



FLOOR PLAN ZONING

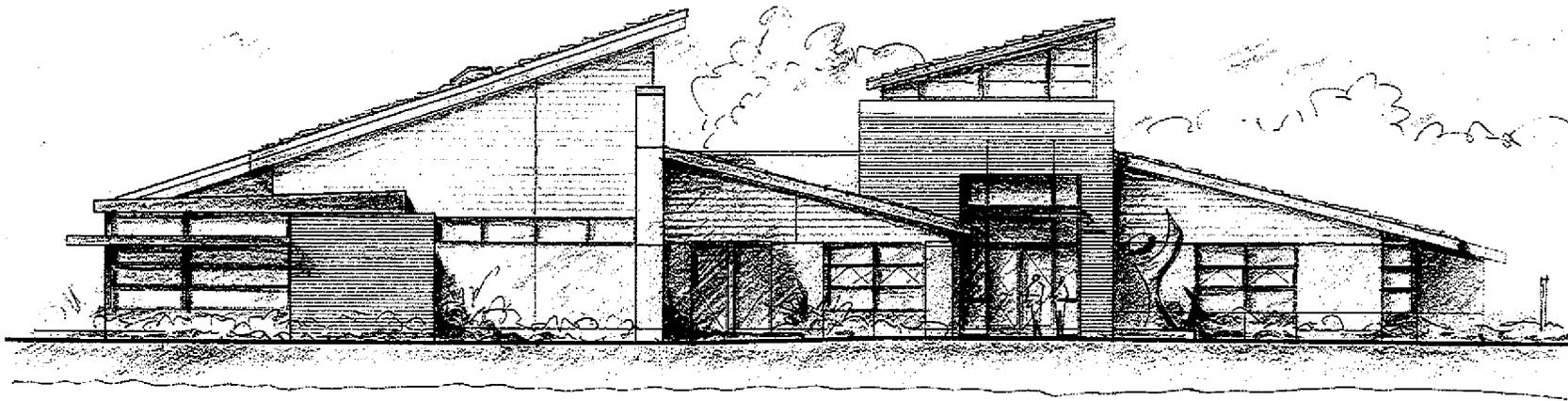
Exterior Materials Palette

- Corrugated, galvanized metal siding
- Painted, three-coat plaster system
- Full brick veneer
- Aluminum storefront window framing
- Painted metal fascia and trim

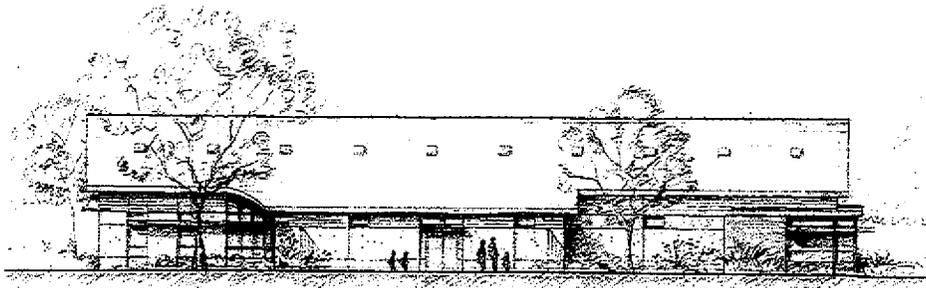
The golden tan colored brick has historical precedent for the City of Winters and has significance in the region due to its local quarry and manufacture. It conveys a civic presence and sense of permanence. Corrugated metal siding is heavily used in the local vicinity's agricultural-industrial buildings. Smooth, coated plaster serves as the primary base material due to its ease of maintenance and freedom of color choices.



SCHEMATIC DESIGN



EAST ELEVATION



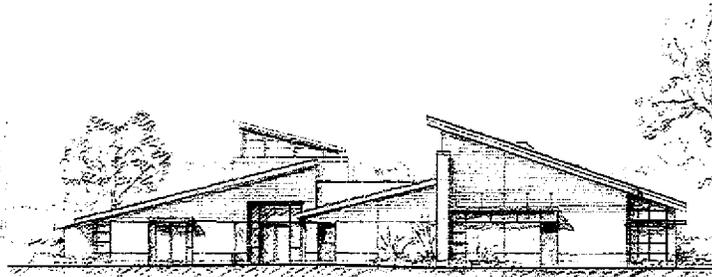
SOUTH ELEVATION

- Prismatic skylights for daylight distribution
- Evergreen low-emissivity insulated glass



- Clearstory and tall windows to capture north daylight
- Light-colored composition shingles for minimal heat gain

NORTH ELEVATION



WEST ELEVATION

- Metal shade devices for low sun angle control
- Minimal glazing on west wall for reduced heat gain

SCHEMATIC DESIGN



WINTERS LIBRARY

YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT

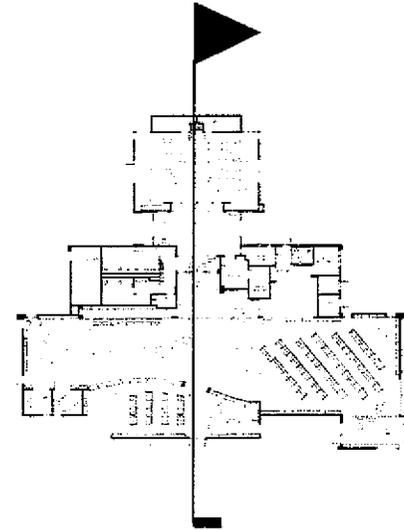


BUILDING SECTION

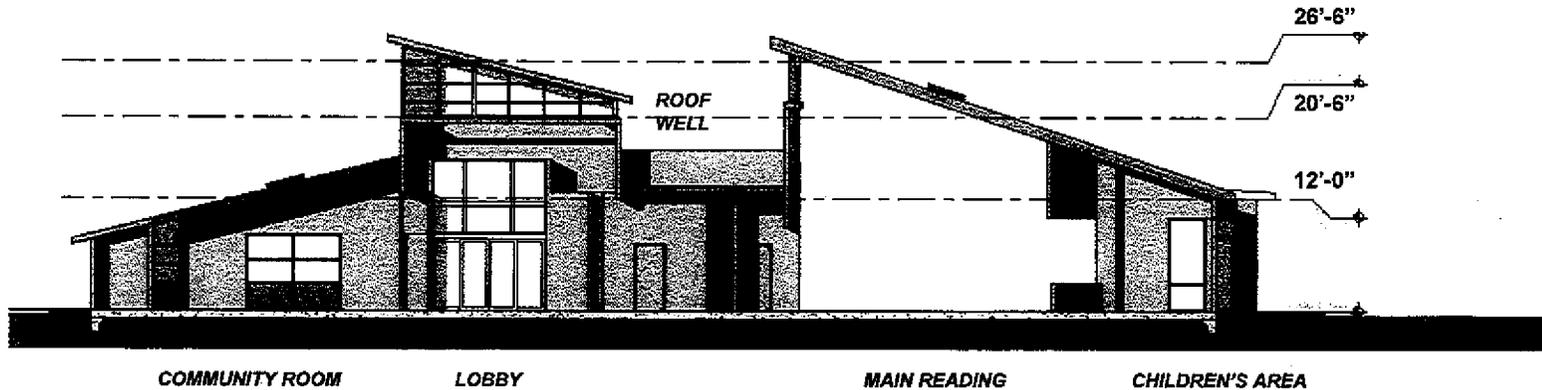
Building form responds to site orientation to gain the optimum advantage in reducing energy costs. The long axis of the Reading Room runs in the east / west direction so the clearstory windows take advantage of natural north light. Prismatic skylights diffuse the more direct southern light and also provide for daylight entry into the Community Room and Staff Work Area.

Operable windows are located to create positive ventilation pressure through the occupied areas, with the intent that passive means may provide adequate comfort on certain days.

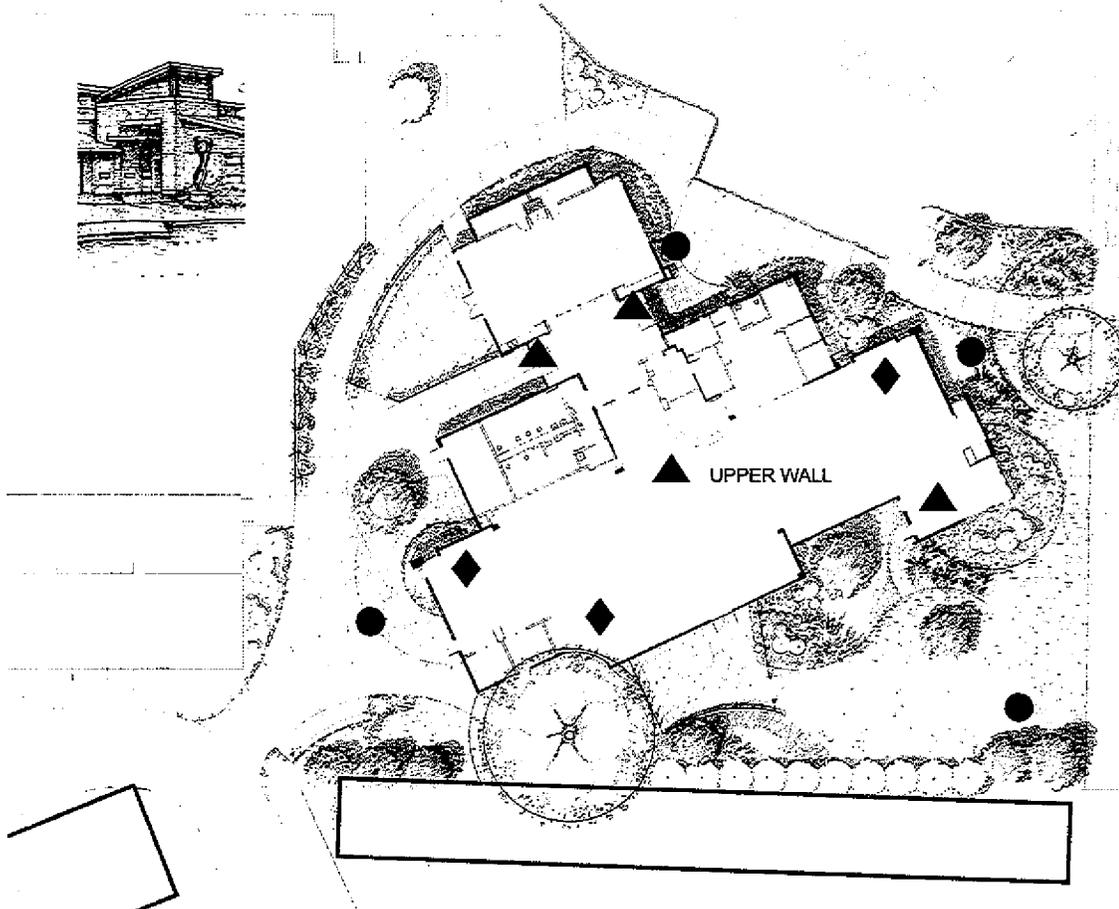
Artificial lighting and HVAC systems are high efficiency with a controls interface protocol that minimizes operation when passive design measures are adequate to provide visual and thermal comfort.



SCHEMATIC DESIGN



ART IN PUBLIC PLACES



POSSIBLE LOCATIONS FOR DISPLAYING ARTWORK

- 3-DIMENSIONAL, FREESTANDING SCULPTURE LOCATIONS
- ▲ 2-DIMENSIONAL, WALL MOUNTED ARTWORK
- ◆ 3-DIMENSIONAL HANGING OR WALL BRACKETED ARTWORK

SCHEMATIC DESIGN



WINTERS LIBRARY
 YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT



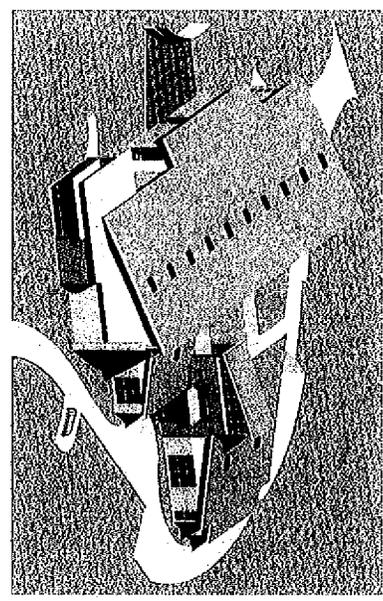


WINTERS LIBRARY

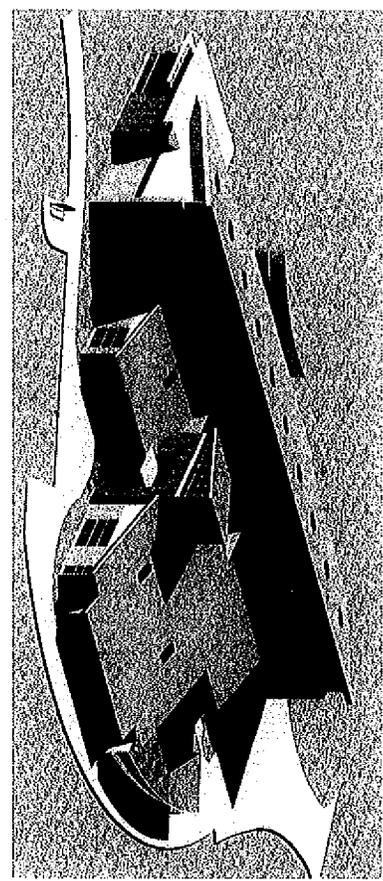
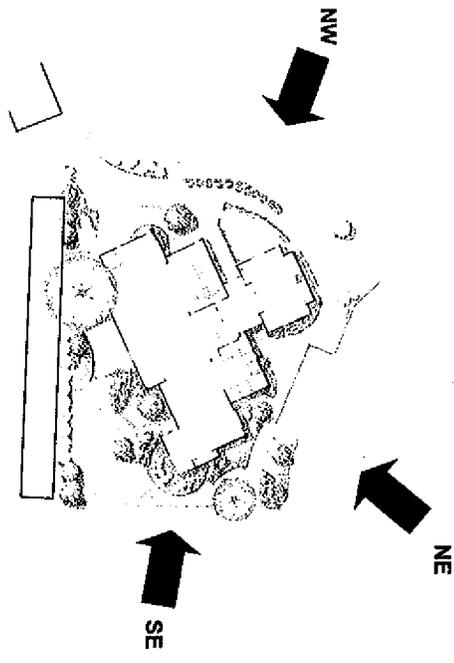
YOLO COUNTY / WINTERS JOINT UNIFIED SCHOOL DISTRICT



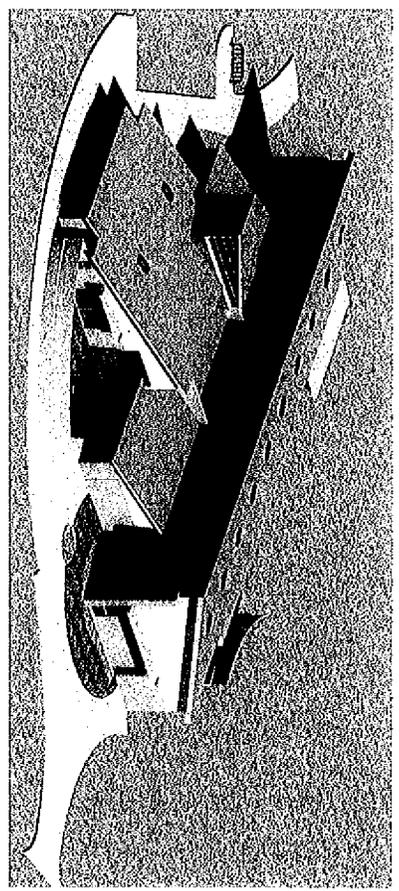
16



Aerial view from southeast



Aerial view from northeast



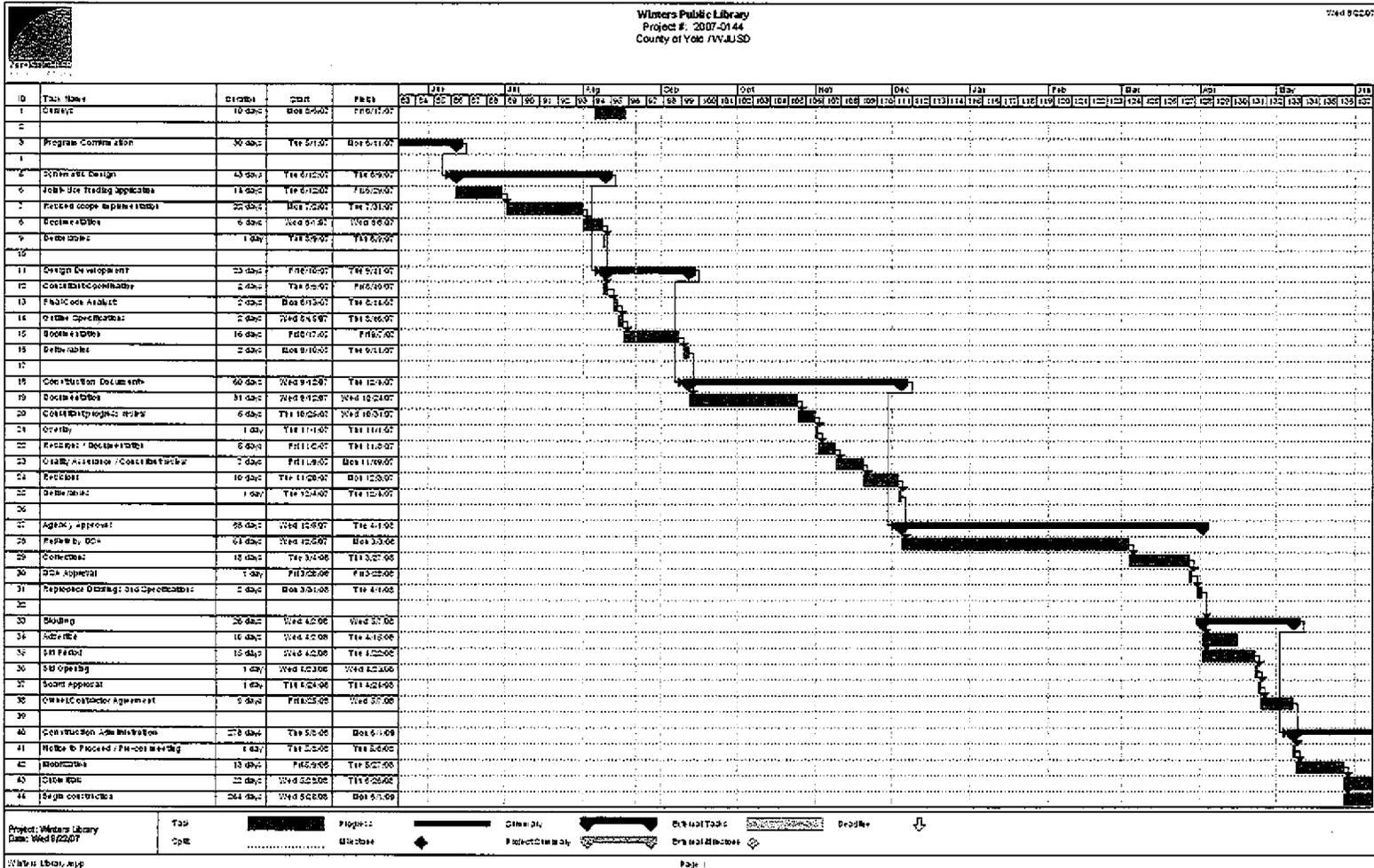
Aerial view from northwest

MODEL STUDIES



SCHEMATIC DESIGN

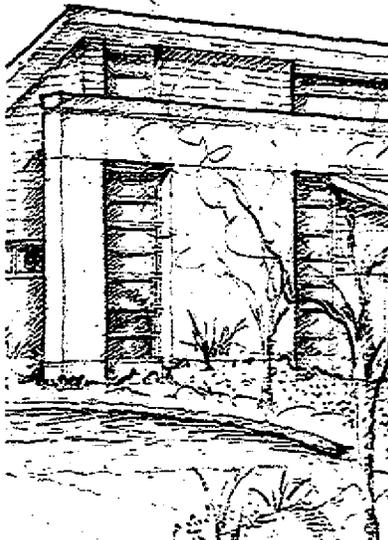
PROJECT SCHEDULE



SCHEDULE & BUDGET

SCHEMATIC DESIGN COST ESTIMATE

Current design estimate projects the building and site-work construction costs to bid at roughly \$3.97 million in 2008, with total project costs at \$5.67 million. This brings project costs in at 2% under the established project budget.



| SCHEMATIC DESIGN ESTIMATE COMPLETE SUMMARY | | | |
|---|---|-------------|------------------------|
| | | GRDSS SF: | 10,770 |
| | | DATE: | 15-Aug-07 |
| SYSTEM | SIERRA WEST GROUP COST ESTIMATE | BLOG | |
| | | BASE COST | \$/GSF |
| | SITE WORK | 75AC | \$400,737 \$37.74 |
| | (0) LIBRARY BUILDING | 10,770 | \$2,861,329 \$245.97 |
| SUBTOTAL CONSTRUCTION | | 10,770 | \$3,068,116 \$283.71 |
| | 20.0 CONTINGENCY | 5.0% | \$152,205 \$14.16 |
| | 19.0 GENERAL CONDITIONS | 0.0% | \$258,282 \$23.89 |
| | 23.0 OVERHEAD & PROFIT | 7.0% | \$242,753 \$22.52 |
| | 22.0 BONDS AND INSURANCE | 2.0% | \$74,213 \$6.88 |
| SUBTOTAL MARK UPS | | | \$726,754 \$67.42 |
| SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS | | | \$3,794,870 \$351.13 |
| | | Years | Annual Inflation |
| | 25.0 Escalation From Estimate Date to Bid Date 6/2008 | 1 | 5.0% \$199,243 \$30.02 |
| BUDGET | | | CURRENT DESIGN |
| TOTAL CONSTRUCTION | | | \$3,974,113 \$366.69 |
| SOFT COSTS | | | |
| | Design Contingency | 5.0% | INCL'D ABOVE |
| | Project/Construction Contingency | 10.0% | \$397,411 |
| | Design Fees | | \$400,000 |
| | Construction Management Fees | | Owner Representative |
| | Permits and Planning Fees | \$35,000 | \$38,804 |
| | Constructability Review | | \$5,000 |
| | Soils Report, Survey, Title Fees - Grant | | \$16,000 |
| | Labor Compliance Management | | \$33,000 |
| | Library Program Fees | | \$15,000 |
| | Design Fees - Grant | | \$25,000 |
| | Art in Public Spaces | | \$34,700 |
| | State Agency Fees - DSA | | \$25,000 |
| | Printing and Surveying | | \$26,000 |
| | Inspection and Testing | 2.5% | \$89,303 |
| | FF&E | | \$58,250 |
| TOTAL SOFT COSTS | | 42.8% | \$1,684,519 |
| | | BUDGET | % DIFF |
| TOTAL PROJECT (WITH LCC) | | \$5,759,606 | -2% |
| | | \$5,666,632 | \$525.90 |



SCHEDULE & BUDGET



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: September 18, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly Gunby, Director of Financial Management
SUBJECT: Budget Adjustment Request for Library Funding

A handwritten signature in cursive script, appearing to read "Shelly", is written over the "FROM:" line of the report.

RECOMMENDATION:

Approve Resolution 2007-47 A Resolution of the City Council of the City of Winters Amending the City of Winters 2007-2008 Adopted Operating Budget and Approving Expenditures for the Winters Public Library

BACKGROUND:

The City has been working with the School District and the County for the past several years to design and build a new Public Library in the City of Winters. The City has committed to funding a portion of the construction costs of the Library from the Community Development Agency Series 2004 Bond Proceeds as well as the Margaret Parsons Trust, and contributions from the various developers of projects that have received approval and have signed Development Agreements.

The funding amounts are as follows:

| | |
|-------------------------------|-------------------|
| Margaret Parsons Trust | \$ 470,772.61 |
| Community Development Agency | 600,000.00 |
| Ogando Hudson Development | 36,541.00 |
| Callahan Estates Development | 67,459.00 |
| Creekside Estates Development | 25,000.00 |
| Anderson Place Development | 20,000.00 |
| Winters Highlands Development | <u>150,000.00</u> |
| Total | \$1,369,772.61 |

The contribution from the various developers is \$299,000.00 and staff is requesting to borrow the funds from Fund 421 General Fund Capital until the developers submit the funds per their individual development agreements. The 2007-2008 Community Development Agency Budget as approved, included the expenditure for the Library.

Staff requests that a new "Library Construction" Fund be created, and all the above funds be transferred to this fund for accounting purposes. This fund will be used to track all contributions to the Library as well as all expenditures made by the City of Winters for library construction.

FISCAL IMPACT:

A temporary reduction in the amount available in Fund 421 General Fund Capital until the developers reimburse according to their individual agreements.

RESOLUTION 2007-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS AMENDING THE CITY OF WINTERS 2007-2008
ADOPTED OPERATING BUDGET AND APPROVING
EXPENDITURE FOR WINTERS PUBLIC LIBRARY**

WHEREAS, On June 27, 2007 the City Council of the City of Winters adopted the operating budget for Fiscal Year 2007-2008; and

WHEREAS, the City has agreed to provide funding for a new Public Library; and

WHEREAS, funding is to be provided by the developers known as Hofmann Development Company, Granite Bay Holdings, G Street San Bernardino, LLC and Eva Ilona Brezowski and Donald Miller, per their respective Development Agreements as well as the Winters Community Development Agency and the Margaret Parsons Trust; and

WHEREAS, the funding for the Public Library is required immediately in order to begin construction; and

WHEREAS, the Development Agreements do not provide funding immediately; and

WHEREAS, the City of Winters desires to have the Public Library constructed in a timely manner.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2007-2008 be amended as follows:

Section 1: Increase 2007-2008 budgeted expenditures in the following funds and amounts:

| | |
|-----------------------------------|-------------------|
| 1. Fund 421 General Fund Capital | \$299,000.00 |
| 2. Fund 821 Margaret Parson Trust | <u>470,772.61</u> |
| Total adjustments | \$ 769,772.61 |

Section 2: When funding is received from Granite Bay Holdings, Hofmann Development Company, G Street San Bernardino, LLC and Eva Ilona Brezowski and Donald Miller, the following reimbursements will be made:

| | |
|----------------------------------|--------------|
| 1. Fund 421 General Fund Capital | \$299,000.00 |
|----------------------------------|--------------|

Section 3: A new fund is created to be titled Library Construction.

Section 4: The following amounts be placed in the Library Construction Fund

1. The Balance of the Margaret Parsons Trust Fund #821 in the amount of \$470,772.61
2. The budgeted contribution from Fund #702, the Series 2004 Community Development Agency Bonds of \$600,000.00
3. The amount to be advanced from Fund #421 of \$299,000.

PASSED AND ADOPTED by the City Council, City of Winters, the 18th day of September 2007 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Keith Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : September 18, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: Budget Adjustments for Fiscal Year 2007-2008

RECOMMENDATION:

Approve Resolution #2006-44 Approving Budget Adjustments for Fiscal Year 2007-2008 for Open Purchase orders as of June 30, 2007.

BACKGROUND:

As of June 30, 2006 approximately \$380,829 in purchase orders were issued but not all services and/or products had been rendered and/or received. These amounts were approved in the 2006-2007 budget.

The Finance department began the practice of setting up a Reserve for Encumbrance Account for each fund that was affected by open purchase orders beginning in the 2003-2004 fiscal year per discussions with our auditing firm, Moss, Levy & Hartzheim. This encumbers (or makes unavailable) funds that would otherwise be in the undesignated/unreserved fund balance.

This treatment adjusts the current year budget line items for purchases approved in the 2006-2007 budget, that were not received/completed before the year end. Adjusting the budget prevents the appearance of overspending the current year budget due the completion/receipt of prior year's purchases.

Attached you will find the spreadsheet detailing the funds affected by the budget adjustments.

FISCAL IMPACT:

There is no fiscal impact beyond the correct presentation of the expenditures in our financial statements.

RESOLUTION 2007-44

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS AMENDING THE CITY OF WINTERS 2007-2008
ADOPTED OPERATING BUDGET**

WHEREAS, On June 27, 2007 the City Council of the City of Winters adopted operating budget for Fiscal Year 2007-2008; and

WHEREAS, items budgeted in 2006-2007 had purchase orders issued, but merchandise was not delivered, or projects were incomplete as of June 30, 2007.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2007-2008 be amended as follows:

Section 1: Increase budgeted expenditures in the following funds and accounts

| | |
|--|------------|
| a. 611-57712-630 Water Mains-Water Fund | 111,979.00 |
| b. 621-57812-640 Sewer Mains-Sewer Fund | 55,210.00 |
| c. 611-54419-630 Misc Professional Services-Water Fund | 6,278.00 |
| d. 427-57611-999 Vehicle Additions-Capital Equipment Fund | 83,355.77 |
| e. 414-54411-210 Architecture & Engineering-Police | 25,600.00 |
| f. 415-54411-310 Architecture & Engineering-Fire | 26,000.00 |
| g. 411-53912-660 Printing-Streets | 149.85 |
| h. 101-52911-210 Clothing-Police | 101.47 |
| i. 101-52715-210 Vehicle Repairs-Police | 1,786.14 |
| j. 611-54422-630 Construction Testing-Water | 6,093.50 |
| k. 265-54422-660 Construction Testing-Streets | 7,930.00 |
| l. 621-54419-640 Misc. Professional Services-Sewer | 16,070.56 |
| m. 621-54919-640 Other Contract Services-Sewer | 26,175.92 |
| n. 418-54411-640 Architecture & Engineering-Sewer | 140.00 |
| o. 611-54919-630 Other Contract Services-Water | 814.00 |
| p. 101-55211-420 Periodical Subscriptions-Bldg Inspection | 2,200.00 |
| q. 413-54419-999 Misc Professional Services-Parks | 8,115.64 |
| r. 294-54411-660 Architecture & Engineering-Street Grant | 2,000.00 |
| s. 101-52213-410 Minor Computer Software-Community Development | 829.00 |

PASSED AND ADOPTED by the City Council, City of Winters, this 18th day of September 2007 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Keith Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: September 18, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2007-45 for Claim of Transportation Development Act Funding

RECOMMENDATION:

Approve Resolution 2007-45, A Resolution of the City Council of the City of Winters for the Claim of Transportation Development Act Funding from the Sacramento Area Council of Governments (SACOG).

BACKGROUND:

The City of Winters receives funding from the Sacramento Area Council of Governments (SACOG) for transportation needs each year. A portion of the Local Transportation Funds (LTF) received is used to fund the bus service for the citizens of the City of Winters. LTF funds not used for the bus service may be used for certain street and road expenditures. The total LTF allocation for 2007-2008 is \$3293,035, of which \$178,870 will be expended for the Yolo Bus Service, \$8,791 will be expended for SACOG planning expenses, and the balance of \$105,374 available to be used for street and road work.

The City must file a claim of the estimated expenditures for transportation needs to be funded by the Transportation Development Act each year in order to receive the funds. Attached is the 2007-2008 Annual Project and Expenditure Plan and the 2007-2008 Transportation Development Act Claim

FISCAL IMPACT:

Continues SACOG funding for the bus service, provides some small amount of funding for street expenditures and provides for funding for transportation planning activities.

RESOLUTION 2007-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS FOR THE CLAIM OF TRANSPORTATION
DEVELOPMENT ACT FUNDING FROM THE SACRAMENTO
AREA COUNCIL OF GOVERNMENTS**

WHEREAS, Section 99260 of the Public Utilities Code requires a local agency to file an estimated claim of transportation needs for each fiscal year; and

WHEREAS, the Sacramento Area Council of Governments (SACOG) is designated as the Transportation Planning Agency for the City of Winters to receive such claims for approval pursuant to Rules and Regulations adopted by the Secretary of the Business Transportation Agency; and

WHEREAS, SACOG has adopted finding of apportionment of Local Transportation Funds and State Assistance Funds for Fiscal Year 2007-2008; and

WHEREAS, surplus funds may be used for certain street and road expenditures

NOW, THEREFORE BE IT RESOLVED that the attached Fiscal Year 2007-2008 Annual Project and Expenditure Plan and the Fiscal Year 2007-2008 Transportation Development Act Claim be hereby approved and that the City Manager and/or his designee be authorized to execute the attached claims and forward to SACOG.

PASSED AND ADOPTED by the City Council, City of Winters, the 18th day of September 2007

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

**TRANSPORTATION DEVELOPMENT ACT
CLAIM CHECKLIST**

Please check the following items as either included with the attached TDA claim package or on file at SACOG.

| Item | Claimant | Attached | On File |
|--|-------------------------------|-----------------|----------------|
| TDA-1 Annual Transportation Development Claim | All Claimants | | N/A |
| TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and prior fiscal year) | All Claimants | | N/A |
| TDA-3 Status of Previously Approved Projects | All Claimants | | N/A |
| TDA-4 Statement of Conformance | All Claimants | | N/A |
| TDA-5 TDA Claim Certification | All Claimants | | N/A |
| Resolution by governing body that authorized the claim | All Claimants | | N/A |
| CHP Safety Compliance Report (completed within the last 13 months) | Claimants for transit service | | |
| Statement of projected or estimated revenues and expenditures for the prior fiscal year | Claimants for transit service | | |
| Adopted or proposed budget for the fiscal year of the claim and the prior fiscal year | Claimants for transit service | | |
| Signed copy of transit service contract | Claimants for transit service | | |
| Areawide transfer agreement and resolution | Claimants for transit service | | |
| Information establishing eligibility under efficiency criteria | Claimants for transit service | | |
| Certification that claim is consistent with Capital Improvement Program | Claimants for transit service | | |
| Compliance with PUC Sections 99155 and 99155.5 | Claimants for transit service | | |
| STA Operator Qualifying Criteria calculation based on Section 99314.6 | Claimants for transit service | | |

**TDA-1
TRANSPORTATION DEVELOPMENT ACT CLAIM**

TO: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

FROM:

| | | | |
|----------------|--------------------------------|----------|-------|
| Claimant | City of Winters | | |
| Address | 318 First St | | |
| City | Winters, CA | Zip Code | 95694 |
| Contact Person | Shelly Gunby | | |
| Telephone | 530-795-4910 ext 104 | | |
| E-Mail | shelly.gunby@cityofwinters.org | | |
| Facsimile | 530-795-4935 | | |

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF:

| | | |
|-----------|----|-----------|
| \$293,035 | FY | 2007-2008 |
| | FY | |

STA:

| | | |
|--|----|--|
| | FY | |

Submitted by: **Shelly A. Gunby**

Title: **Director of Financial Management**

Date: **September 18, 2007**

**TDA-3
ANNUAL PROJECTION AND EXPENDITURE PLAN**

| Claimant: | | | | | | | Fiscal Year: | | |
|---|--------------------|------------|------------------|--------------|--------------|----------------------------------|-------------------|-------|-----------|
| Project Title and TDA Article Number | Sources of Funding | | | | | | | | |
| | TDA LTF | TDA STA | Transit Fares | Measure A | Road Fund | Developer Fees/ Const. Tax | Federal/ State | Other | Total |
| Winters Bus Service Article 4 Section 99260(a) | \$178,870 | | | | | | | | \$178,870 |
| Streets and Roads Article 8 Section 99400 (a) | \$105,374 | | | | | | | | 105,374 |
| Transit Capital Article 4 Subsection 6730(b) | | | | | | | | | |
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| | | | | | | | | | |
| SACOG Planning | \$ 8,791 | | | | | | | | 8,791 |
| TOTAL REQUEST | \$293,035 | | \$ | \$ | \$ | \$ | \$ | \$ | \$293,035 |

TDA-3
STATUS OF PREVIOUSLY APPROVED PROJECTS

Instructions — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either “Complete” or “Active”

| Fiscal Year | Project Title | Amount Approved | | Expenditures | | Project Status |
|--------------|-------------------------|-----------------|----------|--------------|----------|----------------|
| | | | | | | |
| 06-07 | Bus Service | 110,219 | | 118,195 | | Complete |
| 05-06 | Streets | 171,453 | | 141,099 | | Active |
| 06-07 | Streets | 242,957 | | -0- | | Active |
| 05-06 | Transportation Services | | 39,568 | -0- | 39,568 | Complete |
| 06-07 | Transportation Services | | 22,269 | -0- | 20,495 | Active |
| | | | | | | |
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| | | | | | | |
| TOTAL | | \$524,629 | \$61,837 | \$259,294 | \$60,063 | |

TDA-4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Winters
hereby certifies that the Transportation Development Act claim for fiscal years 2007-208
in the amount of \$ 293,035 (LTF) and \$ _____ (STA)
for a total of \$ 293,035 conforms with the requirements of the
Transportation Development Act and applicable rules and regulations (see Attachment A for listing of
conformance requirements).

Certified by Chief Financial Officer Shelly A. Gunby
Title Director of Financial Management
Date September 18, 2007

**TDA-5
TDA CLAIM CERTIFICATION FORM**

I, Shelly A. Gunby, Chief Financial Officer for the City of Winters

do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2007-2008
- (b) The attached certification by the Department of the California Highway Patrol verifying that Not applicable to City is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of 2007-2008 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ \$293,035.

Signature of Chief Financial Officer Shelly A. Gunby

Agency Name City of Winters

Date September 18, 2007



CITY COUNCIL STAFF REPORT
September 18, 2007

TO: Mayor and City Council Members

BY: Cas Ellena – Redevelopment & Economic Development Director 

SUBJECT: Selection of Economic Development Subcommittee Member

RECOMMENDATION: Staff recommends that the City Council select a City Councilmember to participate on an Economic Development Subcommittee.

BACKGROUND: The City of Winters prepared a Downtown Market Evaluation in November 2004 and a completed a Downtown Master Plan in March 2006. In March 2007, the City Council and staff held a two-day Strategic Planning Workshop to set goals, communicate priorities and to develop a list of key projects. In August 2007, staff participated in a day-long workshop to analyze the list and to develop a comprehensive strategic plan based on City Council priorities and direction.

On September 18, 2007, staff will present to the City Council a comprehensive strategic plan which utilizes the data provided in the Market Evaluation, implements various projects identified in the Downtown Master Plan and which focuses on economic development as the linchpin which brings all the Councils priorities together.

DISCUSSION: It is anticipated that many projects will be brought before the City Council in the next few years for consideration as it works toward the implementation of its goals, priorities and its strategic plan. As economic development will be the focus, it would be beneficial to have a Councilmember participate on an Economic Development Subcommittee. The Subcommittee would be made up of one City Councilmember, one Planning Commission member and staff. The City Council Subcommittee member would attend monthly project meetings, Development Review Committee meetings and be available to provide feedback to staff as needed.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : Sept. 18, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Elliot Landes, Associate
SUBJECT: Choice of Water Meter Supplier

RECOMMENDATION: Approve selection of Badger Meter Inc. for purchase of radio-read water meter system

BACKGROUND:

State law AB2572 requires installed meters to be read for billing, starting in 2010. Winters installs meters with the change of home ownership, and approximately half of the 2000 connections now have water meters. The city is planning to install water meters for all connections that have no meter in 2009. Staff is recommending radio read technology for reading all meters in the city and has received proposals from five leading manufacturers for meters and the radio-read system.

Staff recommends Badger Water Meter Inc., represented by National Meter & Automation, inc. of Santa Rosa Inc. as the favored provider. If approved, the city will negotiate and enter a contract to buy 1300 meters with radio read transmitters installed, 700 retrofit transmitters for Winters existing meters, and the equipment to read meters and transmit data to the city accounting system.

FISCAL IMPACT: \$275,734 when the equipment is purchased.

Proposal Costs for Water Meter Suppliers

| Supplier | | Drive-by Cost | Fixed Network cost |
|-----------------|--|----------------------|---------------------------|
| Sensus | | \$496,988 | \$635,362 |
| AMCO | | \$335,427 | \$377,677 |
| Hersey | | \$301,064 | \$443,089 |
| Badger | | \$275,734 | \$306,617 |
| Neptune | | \$431,679 | \$469,583 |

JOHN C. WALLACE

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

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

MEMORANDUM

Date: September 11, 2007

To: Winters City Council

FROM: John C. Wallace, City Attorney

RE: Charter Cable Transfer

Dear Council Members: Before you is the application to transfer the Charter Cable Franchise. Pursuant to Section 5.16.080 of the Winters Municipal Code, consent of the City of Winters is required. With current FCC law in effect, the City's approval or disapproval is largely confined to assuring that the proposed new Franchisee meets financial criteria sufficient to insure both service and franchise fee payments to the City of Winters. Fortunately, this is a multi-city transaction, and those issues have been easier to address. Before you are the Resolution and supporting Exhibits necessary to complete the transfer. Please call if you have questions.

RESOLUTION NO. 2007-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CONDITIONALLY AUTHORIZING THE ASSIGNMENT AND ULTIMATE TRANSFER OF CONTROL OF A CABLE TELEVISION FRANCHISE BY CHARTER COMMUNICATIONS PROPERTIES, LLC TO WAVE DIVISION VI, LLC

WHEREAS, Charter Communications Properties, LLC ("Franchisee") is the authorized holder of a franchise ("Franchise") that authorizes the construction, operation, and maintenance of a cable television system within the City of Winters ("City"), and has the requisite corporate authority to effectuate a change in ownership and control of the Franchise; and

WHEREAS, Charter Communications Entertainment II, LLC, ("CCE-II") entered into an Asset Purchase Agreement dated April 26, 2007 (the "Agreement") with Wave Division VI, LLC dba Wave Broadband ("Wave" or "New Franchisee"), pursuant to which the System and the Franchise will be transferred to Wave (the "Wave Transfer"); and

WHEREAS, immediately prior to the Wave Transfer, Franchisee will transfer the Franchise to CCE-II ("Charter Transfer") solely as an accommodation and not for the purpose of CCE-II becoming the franchisee under the Franchise; and

WHEREAS, upon the closing of the Charter Transfer and the Wave Transfer, Wave will be the new franchisee under the Franchise; and

WHEREAS, Wave has filed Federal Communications Commission ("FCC") Forms 394 to provide details regarding the Charter Transfer and the Wave Transfer and to establish the qualifications of the New Franchisee; and

WHEREAS, in accordance with Section 5.16.080 of the Winters Municipal Code and the Cable Television Consumer Protection and Competition Act of 1992, the City has the right to review and to approve the financial, technical, and legal qualifications of the Transferee in connection with the proposed assignment of the Franchise; and

WHEREAS, the staff of the City has reviewed the documentation that accompanied FCC Form 394 and, based upon the representations set forth in that documentation, has concluded that New Franchisee has the requisite financial, technical, and legal qualifications to adequately perform, or to ensure the performance of, all obligations required of the Franchisee under the Franchise, and that New Franchisee will be bound by all existing terms, conditions, and obligations of the Franchise as it currently exists or as it may be modified or superseded prior to the closing of the transaction involving the Franchise; and

WHEREAS, prior to the date of this resolution, and pursuant to Section 5.16.080 of the Winters Municipal Code, New Franchisee has reimbursed or caused to be reimbursed the City's engineering, administrative, publication and legal expenses incurred in connection with the City's processing of the Charter Transfer and Wave Transfer;

BE IT NOW THEREFORE RESOLVED AS FOLLOWS:

SECTION 1. In accordance with Section 5.16.080 of the Winters Municipal Code, the City Council hereby determines that the New Franchisee has complied with all requirements of the City's Municipal Code ("Code"), including but not limited to Chapter 5.16, and the standards and practices required by FCC regulations with regard to the transfer of cable television franchises and possesses the requisite financial, technical, and legal qualifications to adequately perform the obligations of the Franchisee under the Franchise, and consents to and approves the proposed assignment of the Franchise from Franchisee to New Franchisee, under the terms and conditions set forth in this resolution.

SECTION 2. The City Council hereby approves and consents to the Charter Transfer and the Wave Transfer, subject to the terms of this Resolution.

SECTION 3. The City's approval of the transfer does not constitute a waiver of any rights or remedies that the City may have as a result of any existing or future non-compliance on the part of Franchisee or New Franchisee with the applicable provisions of the franchise agreement and/or applicable law, and the City may assert at any time (subject to all applicable statutes of limitations) any non-compliance and pursue all remedies available to the City for any non-compliance.

SECTION 4. Upon the close of the Wave Transfer, New Franchisee shall assume and be bound by the obligations under the Franchise arising after such closing, and neither Franchisee nor CCE-II will have any obligations or liabilities under the Franchise after such closing.

SECTION 5. Within 30 days after the closing of the Wave Transfer, New Franchisee shall execute and return to the City an acceptance of this Resolution together with an executed Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A which shall become effective upon the close of the Wave Transfer. The Mayor is authorized to execute that document as evidence of the consent of the City to the assignment and assumption of all rights and obligations under the Franchise; provided, however, that such execution is not a condition to the effectiveness of the consent provided in Section 2 above. If this condition is not timely satisfied, the authorization and consent of the City to the proposed assignment and ultimate transfer of control as provided for in this Resolution shall be revoked and rescinded without further action by the City, and the FCC Form 394 application will be denied in all respects. In such event, the City Manager is authorized and directed to give written notice to all affected parties of that revocation and rescission, which will be deemed to be without prejudice to the right of those parties to submit a new FCC Form 394 to the City if required by the Franchise or local ordinance.

SECTION 6. The City Clerk is directed to transmit a copy of this resolution to the following persons:

Shannon Dunham
Vice President & Senior Counsel
Charter Communications
12405 Powerscourt Dr.
St. Louis, MO 63131
Phone: (314) 543-2418
Fax: 314-965-6640
Email: sdunham@chartercom.com

Jim Penney, Executive Vice President
Business and Legal Affairs
Wave Broadband and Astound Broadband
401 Kirkland Parkplace, Suite #500
Kirkland, WA 98033
Phone: (425) 896-1891
Fax: (425) 896-1911
Email: jpenney@wavebroadband.com

SECTION 7. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED this [XX]th day of {XX}, 2007.

WOODY FRIDAE
Mayor

ATTEST:

NANCI MILLS
City Clerk

ACCEPTED BY:

WaveDivision VI, LLC

By: _____

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT
AND
GUARANTEE OF ASSIGNEE'S OBLIGATIONS
(CABLE TELEVISION FRANCHISE AGREEMENT)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into this ___ day of _____, 2007, by and between Charter Communications Entertainment II, LLC, a Delaware limited liability company ("Assignor"), and Wave Division VI, LLC, a Washington limited liability company ("Assignee"), and has been executed by the City of Winters, a California municipal corporation ("Franchise Authority") solely to reflect the Franchise Authority's consent to this Agreement.

RECITALS:

A. This Agreement is made pursuant to that certain Asset Purchase Agreement dated as of April 26, 2007, by and between Assignor and Assignee (as the same may be amended, the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement

B. Assignor has received an assignment (the "Charter Transfer") from Charter Communications Properties, LLC ("CCP"), of a franchise between the Franchise Authority and CCP that authorizes the construction, operation, and maintenance of a cable television system within the City of Winters, California ("Franchise Agreement"). Assignor and CCP are affiliates, each wholly-owned by the same indirect parent, and the Charter Transfer has been consummated solely as an accommodation in connection with the Wave Transfer, and not for the purpose of Assignor becoming the franchisee under the Franchise.

C. The Purchase Agreement provides for, among other things, the sale, assignment, transfer, conveyance and delivery to Assignee of the Assets and for the assumption by Assignee of certain liabilities, for the consideration and on the terms and conditions set forth in the Purchase Agreement, and the parties desire to carry out the intent and purpose of the Purchase Agreement with respect to the Franchise Agreement by the execution and delivery of this instrument evidencing the vesting in Assignee of all right, title and interest in and to the Franchise Agreement and Assignee's assumption of the Assignor's obligations under the Franchise Agreement as contemplated by the Purchase Agreement (the "Closing"). All other Assets are being transferred by a separate instrument.

D. Subject to the prior consent of the Franchise Authority, Assignor desires to assign and transfer to Assignee (the "Wave Transfer"), and Assignee desires to assume, all rights, duties, and obligations under the Franchise Agreement from and after Closing.

THE PARTIES AGREE AS FOLLOWS:

1. Assignor hereby assigns sells, grants, transfers, sets over, bargains, remises, releases and delivers to Assignee, its successors and assigns, all of Assignor's rights, duties, and obligations under the Franchise Agreement, free and clear of all Encumbrances other than Permitted Encumbrances.

2. As partial consideration for Assignee's receipt of the Franchise Agreement, Assignee covenants and agrees with Assignor and with the Franchise Authority to assume all rights and to abide by and to pay, discharge, perform and fulfill, as and when due or required all duties, liabilities and obligations of the Assignor under the Franchise Agreement. Notwithstanding anything to the contrary contained herein or in the Purchase Agreement, Assignee's assumption of the duties, liabilities and obligations of the Assignor under the Franchise Agreement shall not be construed to defeat, impair or limit in any way any right or remedy of Assignee to contest or dispute the validity or amount of any such duty, liability or obligation.

3. Assignor hereby covenants that it shall do, execute and deliver any and all such further acts and instruments that Assignee may reasonably request in order to more fully effectuate Assignor's sale and assignment of the Franchise Agreement to Assignee as set forth herein. Assignee hereby covenants that it shall do, execute and deliver any and all such further acts and instruments that Assignor may reasonably request in order to more fully effectuate Assignee's assumption of the Franchise Agreement as set forth herein.

4. Franchise Authority consents to the Charter Transfer and the Wave Transfer , **contingent upon the execution by WaveDivision Holdings, LLC, as guarantor, of the "Guarantee of Assignee's Obligations" that is attached as Schedule 1 to this Agreement.** Nothing in this Agreement will be construed to give Franchise Authority any right to enforce any provision of this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused this Assignment and Assumption Agreement to be executed by their authorized representatives as of the date set forth below the authorized signature.

"ASSIGNOR"

CHARTER COMMUNICATIONS
PROPERTIES, LLC,
a Delaware limited liability company

By: _____
(Authorized Officer)

Title: _____

Date: _____

“ASSIGNEE”

WAVE DIVISION VI, LLC,
a Washington limited liability company

By: _____
(Authorized Officer)

Title: _____

Date: _____

Solely for purposes of Section 4:
“FRANCHISE AUTHORITY”

CITY OF WINTERS

By: _____
WOODY FRIDAE
MAYOR

Date: _____

APPROVED AS TO FORM:

JOHN C. WALLACE
CITY ATTORNEY

ATTEST:

NANCI MILLS
CITY CLERK

SCHEDULE 1
to
ASSIGNMENT AND ASSUMPTION AGREEMENT
AND
GUARANTEE OF ASSIGNEE'S OBLIGATIONS

GUARANTEE

GUARANTEE, dated as of July XX, 2007, made by WAVEDIVISION HOLDINGS, LLC, a Washington limited liability company ("Guarantor"), in favor of the City of Winters, California, ("Beneficiary").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to timely consent to the transfer of the cable television franchise issued by Beneficiary and currently held by Charter Communications Properties, LLC (the "Franchise") to Charter Communications Entertainment II, LLC, a subsidiary of Charter Communications Properties, LLC and then to Wave Division VI, LLC, a subsidiary of Guarantor ("Transferee") in accordance with the Federal Communications Commission Form 394 filed by Transferee, Guarantor agrees as follows:

I. Interpretive Provisions

- A. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Guarantee, shall refer to this Guarantee as a whole and not to any particular provision of this Guarantee, and section and paragraph references are to this Guarantee unless otherwise specified.
- B. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.
- C. For purposes of this Guarantee, "Transaction" shall refer to the Asset Purchase Agreement, dated April 26, 2007, entered into by Franchisee and Transferee (as amended, the "Agreement") under which Transferee will acquire assets of Franchisee, including the Franchise effective as of the date of the closing of the Transaction (the "Closing").

II. Guarantee.

- A. From and after the Closing, Guarantor unconditionally and irrevocably guarantees to Beneficiary the timely and complete performance of all Transferee obligations under the Franchise (the "Guaranteed Obligations"). The Guarantee is an

irrevocable, absolute, continuing guarantee of payment and performance, and not a guarantee of collection. If Transferee fails to pay any of its monetary Guaranteed Obligations in full when due in accordance with the terms of the Franchise, Guarantor will promptly pay the same to Beneficiary or procure payment of same to Beneficiary. Anything herein to the contrary notwithstanding, Guarantor shall be entitled to assert as a defense hereunder any defense that is or would be available to Transferee under the Franchise or otherwise.

- B. This Guarantee shall remain in full force and effect until the earliest to occur of: (i) performance in full of all Guaranteed Obligations at a time when no additional Guaranteed Obligations remain outstanding or will accrue to Transferee under the Franchise; and (ii) subject to any required consent of the Beneficiary, any direct or indirect transfer of the Franchise from Transferee to (or direct or indirect acquisition of Transferee or any successor thereto by (whether pursuant to a sale of assets or stock or other equity interests, merger or otherwise)) any other person or entity a majority of whose equity and voting interests are not beneficially owned and controlled, directly or indirectly, by Guarantor; and (iii) Grantee commences serving customers in the City of Winters, California pursuant to authority granted by the Digital Infrastructure and Video Competition Act of 2006; and (iv) agreement by the Beneficiary to terminate this Guarantee. Upon termination of this Guarantee in accordance with this Section II(B), all contingent liability of Guarantor in respect hereof shall cease, and Guarantor shall remain liable solely for Guaranteed Obligations accrued prior to the date of such termination.

III. Waiver. Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Beneficiary upon this Guarantee or acceptance of this Guarantee. Guarantor waives diligence, presentment, protest and demand for payment to Transferee or Guarantor with respect to the Guaranteed Obligations; provided, however, that Guarantor shall be furnished with a copy of any notice of or relating to default under the Franchise to which Transferee is entitled or which is served upon Transferee at the same time such notice is sent to or served upon Transferee.

IV. Representations and Warranties. Each of Guarantor and Beneficiary represents and warrants that: (i) the execution, delivery and performance by it of this Guarantee are within its corporate, limited liability company or other powers, have been duly authorized by all necessary corporate, limited liability company or other action, and do not contravene any law, order, decree or other governmental restriction binding on or affecting it; and (ii) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by it of this Guarantee, except as may have been obtained or made, other than, in the case of clauses (i) and (ii), contraventions or lack of authorization, approval, notice, filing or other action that

would not, individually or in the aggregate, impair or delay in any material respect such party's ability to perform its obligations hereunder.

V. Binding Effect. This Guarantee, when executed and delivered by Beneficiary, will constitute a valid and legally binding obligation of Guarantor, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws applicable to creditors' rights generally and by equitable principles (whether enforcement is sought in equity or at law).

VI. Notices. All notices, requests, demands, approvals, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given and made if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by facsimile, provided that the facsimile is promptly confirmed by telephone confirmation thereof, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

To Guarantor and Transferee:

WaveDivision Holdings, LLC
401 Kirkland Park Place, Suite 500
Kirkland, WA 98033
Telephone: (425) 576-8200
Fax: (425) 576-8221
Attention: Steve Weed, CEO, and Jim Penney, EVP

To Beneficiary:

City of Winters
318 First Street
Winters, CA 95694
Telephone: (530) 795-4910
Fax: (530) 795-4935
Attention: City Manager

VII. Integration. This Guarantee represents the agreement of Guarantor with respect to the subject matter hereof and there are no promises or representations by Guarantor or Beneficiary relative to the subject matter hereof other than those expressly set forth herein.

VIII. Amendments in Writing. None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Guarantor and Beneficiary, provided that any right, power or privilege of Beneficiary arising under this Guarantee may be waived by Beneficiary in a letter or agreement executed by Beneficiary.

IX. Section Headings. The section headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

X. No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon anyone other than Guarantor and Beneficiary and their respective permitted assigns, any rights or remedies under or by reason of this Guarantee.

XI. Expenses. All costs and expenses incurred in connection with this Guarantee and the transactions contemplated hereby shall be borne by the party incurring such costs and expenses.

XII. Counterparts. This Guarantee may be executed by Guarantor and Beneficiary on separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

XIII. Governing Law. This guarantee shall be governed by and construed and interpreted in accordance with the laws of the state of California without regard to principles of conflicts of law.

XIV. Waiver of Jury Trial. Each party hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating to this guarantee and for any counterclaim therein.

TO EFFECTUATE THIS GUARANTEE, each of the undersigned has caused this Guarantee to be duly executed and delivered by its duly authorized officer on the date set forth below the authorized signature.

“GUARANTOR”

WAVEDIVISION HOLDINGS, LLC

By: _____

Name: _____

Title: _____

Date: _____

"BENEFICIARY"

CITY OF WINTERS

By: _____

Name: _____

Title: _____

Date: _____