



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, October 16, 2007
7:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Michael Martin, Mayor Pro Tempore
Harold Anderson
Cecilia Aguilar-Curry
Tom Stone*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

PUBLIC COMMENTS

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

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from

the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council held on October 2, 2007 (pp 1-4)
- B. Approval of Continuation of Hydrogeological Service Contract with Luhdorff and Scalmanini in the amount of \$149,880.00 (pp 5-10)
- C. Additional Expenditure Authorization - Sanitary Sewer Video Inspection (pp 11)

PRESENTATIONS

Plaques of Appreciation presented to outgoing Planning Commission members John R. Graf and Don Jordan

DISCUSSION ITEMS

- 1. Approval of Recommendation for Upgrades to Lift Stations at Carter Ranch and Walnut Lane (Under Separate Cover)
- 2. Approval of Resolution 2007-51, A Resolution of the City Council of the City of Winters, in Support of Proposition 50 Grant Application for Channel Realignment and Floodplain Improvements (pp 12-14)
- 3. Approval of Priority List of Expenditures for the Workforce Housing Reward Grant (WFH) Program, Contract No. 07-WFH-253 (pp 15-19)
- 4. Authorization to obtain legal services regarding possible establishment of a 501 (c) (3) non-profit for the benefit of City programs (pp 20-21)
- 5. Approval of CDBG Planning and Technical Assistance grants to fund Economic Development (Resolution No. 2007-52) and General Allocation (Resolution No. 2007-53) activities in the amounts of \$70,000 and \$35,000, respectively (pp 22-27)

COMMUNITY DEVELOPMENT AGENCY

1. Reciprocal Access and Public Parking Easement Agreement Between: the City of Winters Community Development Agency; John & Melanie Pickerel; and John & Elizabeth Siracusa and Paul & Jennette Fair (pp 28-38)
2. Amendment No. 1 to Consultant Services Agreement by and Between the City of Winters and Rick Engineering Company and Request for Approval of Revised Project Budget Sheet for the Downtown Streetscape Improvement Project (pp 39-61)
3. Authorization to Enter into Contract, at a Not to Exceed Amount of \$10,000 each, with an Economics Consulting Firm for the preparation of two Market Studies, one Commercial and one Residential, Specific to the Monticello Project (pp 62)

CITY MANAGER REPORT

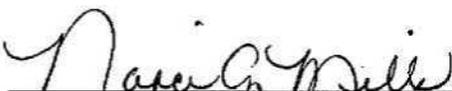
COUNCIL/STAFF COMMENTS

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 16, 2007, regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on October 11, 2007, and made available to the public during normal business hours.



Nanci 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.

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

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Winters Library – 201 First Street

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

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

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the
Winters City Council
Held on Tuesday, October 2, 2007

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

Those present were Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae. Also present were City Manager John Donlevy, Management Analyst Carol Scianna, Associate Elliot Landes and City Clerk Nanci Mills.

City Manager Donlevy requested that Community Development Agency Item #1, Resolution 2007-50, A Resolution of the Winters Community Development Agency Authorizing A Reciprocal Access and Public Parking Easement Agreement between the Winters Community Development Agency and John and Melanie Pickerel, John and Elizabeth Siracusa and Paul and Jennette Fair, be continued to the October 16th City Council meeting. Council Member Aguiar-Curry made a motion to approve the agenda with this change. Seconded by Council Member Stone. Motion carried unanimously.

PUBLIC COMMENTS:

Roger Migchelbrink introduced himself to the Council as the new Eco Resources lead operator of the wastewater system.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council held on September 18, 2007
- B. Jackson/McArthur Final Acceptance - Utility Phase, Project No. 06-01 and Roadway Phase, Project No. 06-01.2.
- C. Authorization of Street Closure for October 13, 2007 Harvest Market
- D. Contract Extension for Groundwater Monitoring at Winters Landfill Site
- E. Authorization for Street Closure- Block Party- Griffin Way
- F. A Proclamation of the City Council of the City of Winters Recognizing Domestic Violence Awareness Month – October, 2007

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

PRESENTATIONS

Mayor Fridae read aloud the Proclamation of the City Council of the City of Winters Recognizing Domestic Violence Awareness Month (October, 2007) and presented the signed proclamation to Judy Tischer of the Yolo County Sexual Assault and Domestic Violence Center.

DISCUSSION ITEMS

1. Resolution 2007-47 A Resolution of the City Council of the City of Winters Providing for Funding for the Winters Library

City Manager Donlevy gave an overview. Council Member Anderson made a motion to 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. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call vote:

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

2. Approval of Recommendation of Supplier for Water Meter System

City Manager Donlevy gave an overview and introduced Associate Elliot Landes, who provided a power point presentation regarding the selection process of a water metering system. Council Member Aguiar-Curry suggested a Public Outreach Campaign be started now to educate the residents regarding water conservation and utility billing that will be based on water consumption. She also suggested putting Elliot's power point presentation on the City of Winters website. In response to Council Member Anderson's inquiry, residents will be required to purchase the water meters as they are installed.

Council Member Anderson made a motion to approve staff recommendation in the selection of Badger Water Meter, Inc. as the vendor for City water meters. Seconded by Council Member Stone. Motion carried unanimously.

3. Second Reading and Adoption of 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

Ordinance 2007-07 was introduced and a public hearing was held at the September 18, 2007 City Council meeting. Council Member Curry made a motion to approve 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. Seconded by Council Member Stone. Motion carried with the following roll call vote:

AYES: Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae

NOES: None

ABSENT: None

ABSTAIN: None

4. Planning Commission Vacancies

The interview committee consisting of Mayor Fridae and Council Member Martin have recommended the following candidates to fill the three vacant seats on the Planning Commission for a four-year term: Glenn DeVries, Corinne Martinez and Bruce Guelden. The Mayor and Council Members thanked the outgoing Planning Commission members, Jack Graf and Don Jordan, for their service to the community. Council Member Aguiar-Curry made a motion to approve the recommendation made by the interview committee. Seconded by Council Member Stone. Motion carried unanimously.

COMMUNITY DEVELOPMENT AGENCY

- 1. Resolution 2007-50, A Resolution of the Winters Community Development Agency Authorizing A Reciprocal Access and Public Parking Easement Agreement between the Winters Community Development Agency and John and Melanie Pickerel, John and Elizabeth Siracusa and Paul and Jennette Fair**

This item has been continued to the October 16, 2007 City Council meeting.

CITY MANAGER REPORT: October 13th will be a busy day in Winters! The Harvest Market, Yolo Slow Food Luncheon at the Wolfskill Ranch, morning soccer matches at Shirley Rominger Middle School, Art Show at Steady Eddy's, the Winters Fire Department Shrimp & Pasta Dinner, and the Monticello Dam 50th Anniversary celebration at Lake Solano makes for a busy day. City Manager Donlevy also reminded everyone about the Household Hazardous Waste Day on October 6th at the Winters Corp Yard, as well as the FFA Harvest Festival, Winters High School Homecoming and the WPNS Children's Festival. On October 19th, Mayor Fridae and City Manager Donlevy will be guests on WAVE TV in Woodland.

COUNCIL/STAFF COMMENTS:

Council Member Aguiar-Curry indicated the Economic Development Subcommittee recently held their first meeting. She also asked everyone to give their input to the League of California Cities regarding key funding issues for water bonds.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT: None

The meeting was adjourned at 9:00 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 16, 2007
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Management Analyst *CS*
SUBJECT: Approval of Continued Hydrogeological Service Contract for 2007-08 at Wastewater Treatment Facility in the amount of \$149,880.00 with Luhdorff and Scalmanini Consulting Engineers (LSCE)

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the continuation of a service contract with Luhdorff and Scalmanini Consulting Engineers (LSCE) in the amount of \$149,880.00. Contract will include services for Groundwater Monitoring at the Wastewater Treatment Facility and Reporting to the Regional Water Quality Control Board (RWQCB) for fiscal year 2007-08.

BACKGROUND: LSCE has prepared and submitted the addendum Monitoring Well Installation Workplan Report to the RWQCB, which was approved in August 2007. Four of the five new monitoring wells have been installed and LSCE is planning to submit a Well Installation Report to the RWQCB by the end of October. Upon the Well Installation Report's acceptance, LSCE will begin the required groundwater sampling and subsequent quarterly monitoring reports to the RWQCB. The proposed budget will provide funding for these required tasks and includes a 5% contingency fund.

FISCAL IMPACT: Requested amount is \$149,880.00 contract will be funded with the Sewer Operations and Maintenance budget.



April 27, 2007
File No. 06-1-063

Ms. Carol Scianna
Winters City Hall
318 First Street
Winters, CA 95694

**SUBJECT: SCOPE OF WORK FOR HYDROGEOLOGIC SERVICES AND BUDGET
(FISCAL YEAR 2007/08)
CITY OF WINTERS WASTEWATER TREATMENT FACILITY
YOLO COUNTY, CA**

Dear Ms. Scianna:

Per your request, Luhdorff and Scalmanini, Consulting Engineers (LSCE) have prepared this scope of work for hydrogeologic services related to the City's Wastewater Treatment Facility for the fiscal year 2007/08 (July 1, 2007 to June 30, 2008). Tasks were scoped to accommodate the significantly increased monitoring requirements set forth in the January 4, 2007 Regional Water Quality Control Board's (RWQCB) Revised Monitoring and Reporting Program (Revised MRP, effective February 1, 2007). For example, the RWQCB has required ten monthly groundwater monitoring events following the installation of any new required monitoring facilities (e.g. MW-8 and others as needed). These monitoring events would be coordinated with quarterly reporting. For clarity, the estimated costs for field monitoring activities and laboratory analytical services are shown separately from costs related to the preparation of monitoring reports. Costs for a single monitoring event are detailed in Task 2, and the remaining nine monitoring events are included in the budget as a separate line item (see Task 2a). Similarly, the costs for the preparation of a single quarterly monitoring report are detailed in Task 3, and the remaining three quarterly monitoring reports are included in the budget as a separate line item (see Task 3a). The 2007Q4 report will be prepared as the 2007 Annual Report, and this is included in the budget.

While a recommendation as to the number and type of monitoring wells to be installed at the facility will not be made until after the conclusion of the subsurface hydrogeologic investigation, it was assumed for planning purposes that three shallow wells will need to be installed and two existing wells (MW-3 and MW-6) will be abandoned and destroyed (see Task 4). Task 5, the preparation of the Monitoring Well Installation and Rehabilitation Report (the CDO compliance date is September 30, 2007) includes LSCE staff time to refine the hydrogeologic conceptualization of the subsurface, i.e., existing geologic cross-sections will be modified as applicable and an additional cross-section will be prepared. Finally, a contingency fund was included in the budget to account for potential cost overruns and out-of-scope work requested by the City.

We propose to complete the work as scoped on a time and materials basis in accordance with LSCE's *Schedule of Fees for Engineering and Field Services (2007)*, a copy of which is attached. In light of a

considerable component of outside services part of the scope, we would not propose to undertake the requested work on a fixed not-to-exceed basis.

A detailed budget worksheet is attached. As discussed in LSCE's April 26, 2007 scope of services, LSCE allocated \$20,000.00 of the budget through June 30, 2007 to the fiscal year 2007/08 budget. The resulting total of the enclosed budget is \$149,880.00. More than half of this budget amount is for services provided by sub-contractors (monitoring well installation and abandonment, well development, wellhead elevation survey, and laboratory analytical services). The estimated of costs for outside services are based on recent experience and not on actual bids. Further, it is assumed that the City will purchase directly the dedicated pumping equipment for any new monitoring wells; this cost is not included in the attached budget. LSCE will make every attempt to stay within its part of the budget. Should the cost of services exceed this estimate, we will report the status of completed and completable work and further estimate additional requirements, including explanation of the need for further work, before proceeding.

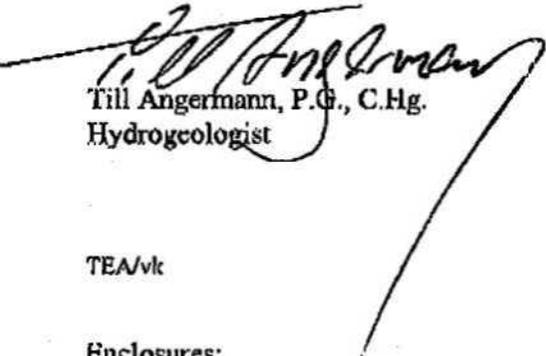
We very much appreciate the opportunity to prepare this scope and budget to respond to your request. We would be pleased to provide further details or respond to questions about any of the above.

Sincerely,

LUHDORFF AND SCALMANINI,
CONSULTING ENGINEERS



Vicki Kretsinger
Principal Hydrologist



Till Angermann, P.G., C.Hg.
Hydrogeologist

TEA/vtk

Enclosures:
Budget Worksheet
Schedule of Fees - Engineering and Field Services



PROJECT COST ESTIMATE

Client: City of Winters; Ms. Carol Scianna
 Project: City of Winters WDRs/MRP Compliance - Fiscal Year 2007/08
 File No: 06-1-063
 Estimate: TEA/VK
 Date: April 27, 2007

Task	Billing Level	Principal Professional	Project Professional	Staff Professional	ACAD Drafting	Field Technician	Clerical Support	Sub-Contractor	Direct Costs	Summary
	Billing Rate (\$/hr)	\$170	\$120	\$85	\$85	\$72	\$50	Lump	Lump	
	Project Administration									
	LSCCE	16	40	0	0	0	0	\$0	\$250	\$250
	Subtotal (Hours)	16	40	0	0	0	0	---	---	56
	Subtotal (Cost)	\$2,720	\$4,800	\$0	\$0	\$0	\$0	\$0	\$250	\$7,770
	Groundwater Sampling (One Event)									
	LSCCE	0	2	0	0	24	0	\$0	\$200	
	Laboratory (1)	---	---	---	---	---	---	\$5,280	\$0	
	Subtotal (Hours)	0	2	0	0	24	0	---	---	26
	Subtotal (Cost)	\$0	\$240	\$0	\$0	\$1,728	\$0	\$5,280	\$200	\$7,448
	Groundwater Sampling (Nine Events) (2)									
	LSCCE	0	18	0	0	216	0	\$0	\$1,800	
	Laboratory	---	---	---	---	---	---	\$47,520	\$0	
	Subtotal (Hours)	0	18	0	0	216	0	---	---	---
	Subtotal (Cost)	\$0	\$2,160	\$0	\$0	\$15,552	\$0	\$47,520	\$1,800	\$67,032
	Quarterly Reporting (One Quarter)									
	LSCCE	6	32	0	4	0	2	\$0	\$100	
	Laboratory (none)	---	---	---	---	---	---	\$0	\$0	
	Subtotal (Hours)	6	32	0	4	0	2	---	---	44
	Subtotal (Cost)	\$1,020	\$3,840	\$0	\$340	\$0	\$100	\$0	\$100	\$5,400
	Quarterly Reporting (Three Quarters)									
	LSCCE	18	96	0	12	0	6	\$0	\$300	
	Subtotal (Hours)	18	96	0	12	0	6	---	---	132
	Subtotal (Cost)	\$3,060	\$11,520	\$0	\$1,020	\$0	\$300	\$0	\$300	\$16,200
	Well Installation/Abandonment (3)									
	LSCCE	6	48	88	0	0	4	\$0	\$660	
	Well Drilling Contractor	---	---	---	---	---	---	\$22,000	\$0	
	Wellhead Survey	---	---	---	---	---	---	\$3,000	\$0	
	Well Development (4)	---	---	---	---	---	---	\$7,200	\$750	
	Subtotal (Hours)	6	48	88	0	0	4	---	---	146
	Subtotal (Cost)	\$1,020	\$5,760	\$7,480	\$0	\$0	\$200	\$32,200	\$1,410	\$48,070

PROJECT COST ESTIMATE

Client: City of Winters; Ms. Carol Scianna
 Project: City of Winters WDRs/MRP Compliance - Fiscal Year 2007/08
 File No: 06-1-063
 Estimate: TEA/VK
 Date: April 27, 2007

Task	Billing Level	Principal Professional	Project Professional	Staff Professional	ACAD Drafting	Field Technician	Clerical Support	Sub-Contractor	Direct Costs	Summary
	Billing Rate (\$/hr)	\$170	\$120	\$85	\$85	\$72	\$50	Lump	Lump	
Installation and Commissioning Report										
LSCE		8	40	10	30	0	2	\$0	\$200	
LSCE (final report)		0	0	0	0	0	2	\$0	\$0	
Subtotal (Hours)		8	40	10	30	0	4	---	---	92
Subtotal (Cost)		\$1,360	\$4,800	\$850	\$2,550	\$0	\$200	\$0	\$200	\$9,960
Contingency Fund										
LSCE		0	0	0	0	0	0	---	\$8,000	
Laboratory		---	---	---	---	---	---	\$0	\$0	
Subtotal (Hours)		0	0	0	0	0	0	---	---	0
Subtotal (Cost)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$8,000

Total LSCE Hours	54	276	98	46	240	16	---	---	730
LSCE Costs	\$9,180	\$33,120	\$8,330	\$3,910	\$17,280	\$800	---	\$11,510	\$84,130
Subcontractor Costs	---	---	---	---	---	---	\$85,000	\$750	\$85,750
Carry Over (\$)	---	---	---	---	---	---	---	-\$20,000	-\$20,000
Total Cost	---	---	---	---	---	---	---	---	\$149,880

1. Sampling of eight wells per requirements set forth in the Revised MRP.
2. Monthly schedule set forth in the Revised MRP.
3. Hollow stem auger method, easy access, installation of three overdrilled 2-inch Schedule 40 PVC 120-foot monitoring wells with steel reinforced concrete pads, and lockable steel housings; installation of dedicated submersible pumps; destruction and abandonment of monitoring wells MW-3 and MW-6.
4. Assume three days per well, including balling, swabbing, pumping, and use of chemical additives, as needed.
5. These funds are carried over from LSCE's August 3, 2006 scope of services.

*Use 2004 PO Balances
 of \$24,513 9/19

**LUHDORFF AND SCALMANINI
CONSULTING ENGINEERS
500 FIRST STREET
WOODLAND, CALIFORNIA 95695**

**SCHEDULE OF FEES - ENGINEERING AND FIELD SERVICES
January, 2007**

Professional:	
Senior Principal	\$ 220.00/hr.
Principal Professional	\$ 170.00/hr.
Project Manager	\$ 150.00/hr.
Senior Professional	\$ 135.00/hr.
Project Professional	\$ 120.00/hr.
Staff Professional	\$ 85.00/hr.
Technical:	
Engineering Inspector	\$ 85.00/hr.
Engineering Assistant	\$ 80.00/hr.
Technician	\$ 75.00/hr.
ACAD Drafting	\$ 85.00/hr.
Clerical Support:	
Word Processing, Clerical	\$ 50.00/hr.

Vehicle Use	\$ 0.55/mi.
Aircraft Use	\$ 350.00/hr.
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$ 150.00/hr.
Copies	.20 ea.

Professional or Technical Testimony	200% of Regular Rates
Requested Technical Overtime	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

* Engineer, Geologist, Hydrogeologist, and Hydrologist



STAFF REPORT

TO: Honorable Mayor and Council Members
THROUGH: John W. Donlevy, City Manager, *JD*
FROM: Nicholas J. Ponticello, City Engineer *NJP*
DATE: October 16, 2007
SUBJECT: Additional Expenditure Authorization
Sanitary Sewer CCTV 2006 Project

RECOMMENDATION: Staff recommends the City Council increase the authorized expenditures for the sanitary sewer television inspection and cleaning from One Hundred Fourteen Thousand Five Hundred Dollars (\$114,500) to Two Hundred Nineteen Thousand Five Hundred Dollars (\$219,500).

BACKGROUND: A contract with Specialized Pipeline Services (SPS) was executed in October 2006, for television inspection and cleaning (CCTV) of a portion of the City's sanitary sewer system. The contract amount of \$114,500 allowed CCTV of approximately half of the City's sewer mains and manholes. Additional funds are available through the bond sale to complete the CCTV work for the remainder of the system. Council is requested to authorize an additional \$105,000 for the work, which will be added through a Change Order. SPS performed well the last time and staff would like to continue with their services.

The work can commence in November 2007 and be completed by the end of February 2008.

ALTERNATIVES: No alternatives recommended.

FISCAL IMPACT: The costs associated with the SPS Contract will be funded through Fund 621-Sewer Operations and Maintenance Budget.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : October 16, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Management Analyst Public Works
SUBJECT: Resolution 2007-51, A Resolution of the City Council of the City of Winters in Support of Proposition 50 Grant Application Regarding Channel Realignment and Floodplain improvements

RECOMMENDATION: That Council approve Resolution 2007-51 in support of the Proposition 50 Grant application to secure funding for recreation and habitat enhancements along Putah Creek by realigning of the low flow channel of Putah Creek from the Winters Car Bridge to the Percolation Dam along the south bank.

BACKGROUND: The grant is to be submitted by the Solano County Water Agency and Lower Putah Creek Coordinating Committee to the California Resources Agency under the California River Parkways Grant program under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Prop. 50).

The realignment will improve water quality and aquatic habitat by increasing flow velocity and lowering the water temperature. The project will create three new acres of floodplains (beach areas) which will provide improved access and increase recreational opportunities for residents and visitors. The proposed improvements have been unanimously approved by the Winters Putah Creek Committee. The improvements proposed are consistent with the City's Natural Resources Element of the General Plan and the Putah Creek Master Plan.

FISCAL IMPACT: None

**CITY OF WINTERS
RESOLUTION 2007-51**

**ADOPTING SUPPORT OF THE PROPOSTION 50 GRANT APPLICATION
AND
DECLARING THE INTENTION OF CITY OF WINTERS TO SUPPORT EFFORTS
BY THE LOWER PUTAH CREEK COORDINATING COMMITTEE AND SOLANO
COUNTY WATER AGENCY TO SECURE FUNDING FOR RECREATION AND HABITAT
ENHANCEMENTS ALONG PUTAH CREEK THROUGH APPLICATION FOR GRANT
FUNDS FROM THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM UNDER THE
WATER SECURITY, CLEAN DRINKING WATER, COASTAL AND BEACH PROTECTION
ACT OF 2002 (Proposition 50)**

WHEREAS, Putah Creek is an important recreational asset and natural area for residents of the City of Winters; and

WHEREAS, the City of Winters is working with the Lower Putah Creek Coordinating Committee (LPCCC) to improve habitat conditions and promote stewardship along Putah Creek consistent with the May 2000 Putah Creek Accord ; and

WHEREAS, the Solano County Water Agency and LPCCC are submitting a grant application to the California Resources Agency under the program shown above for the Winters Putah Creek Nature Park; and

WHEREAS, the goals of the grant application are to realign the low flow channel of Putah Creek from the Winters Car Bridge to the Percolation Dam along the south bank. Creation of three new acres of functional floodplains (beaches), improvements will enhance recreation opportunities, and accessibility along Putah Creek, restore habitats and improve ecosystem functions; and

WHEREAS, the realignment will improve water quality and aquatic habitat by increasing flow velocity and lowering the water temperature providing more favorable conditions for native fish; and

WHEREAS, the project will provide more shade for recreation and habitat value by planting floodplains to native trees and other native vegetation and providing care for the plantings until they are established.

WHEREAS, the improvements proposed for the Putah Creek Nature Park are consistent with the City's Natural Resources Element of the General Plan and Putah Creek Master Plan and have been recommended by the Winters Putah Creek Park Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS AS FOLLOWS:

The City of Winters supports efforts by the Lower Putah Creek Coordinating Committee and Solano County Water Agency to secure funding for recreation and habitat enhancements along Putah Creek through application to the Resources Agency for grant funds under Proposition 50's California River Parkways Grant Program.

Approved and adopted the 16 day of October 2007 I, the undersigned, hereby certify that the foregoing Resolution Number 2005-51 was duly adopted by the City Council of the City of Winters, at a regular meeting held on Tuesday, October 16, 2007 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

Winters Putah Creek Park Channel Realignment Project Conversion of Former Gravel Extraction Site to River Parkway

Project Summary

Specific Project: The proposed project realigns thirteen hundred feet of channelized creek through a three acre terrace and fills three acres of open water that was formerly a gravel extraction site to create new floodplains on the north bank of Putah Creek adjacent to downtown Winters. The project adds 1200 linear feet of north bank floodplains where there is now mostly steep bank with little or no floodplains. The project restores habitat for 100 species of birds and other wildlife that have been documented in nearby upstream and downstream reaches and provides spawning habitat for Chinook salmon that are on the brink of establishing a self-sustaining run. The project replaces weeds including Himalayan blackberry, eucalyptus, domestic almond and tree of heaven with native riparian vegetation. The project improves access to the creek from downtown winters and creates new beaches in what is now open water.

Context Within Larger Parkway and Watershed Plans: The project is part of the Winters Putah Creek Park Master Plan and builds upon an existing River Parkway Grant, *Winters Percolation Dam Removal and Floodplain Restoration Project (2005 River Parkway Grant Program)* by extending restoration for one thousand feet upstream. Future phases are planned to extend the project three thousand five hundred feet downstream to Highway 505 (for a total of one river mile). The project contributes to priority objectives of the Lower Putah Creek Watershed Management Action Plan for invasive weed control, geomorphic restoration, fish and wildlife habitat enhancement and water quality (lower temperature). It also restores the highest priority site of 63 sites identified by stakeholders on 30 miles of Lower Putah Creek and tributaries.

The requested grant would fund the following specific components of the project:

PROJECT ELEMENT	Agency Grant
1 Project Management	105,000
2 Project Layout and Design	62,000
3 Weed Control and Removal	15,000
3 Construction	653,250
4 Revegetation	33,700
5 Monitoring and Maintenance	94,250
Sub-total	868,950
5% Contingency	43,448
Grand Total	\$912,398

VI. PROJECT EVALUATION QUESTIONS

A. Statutory Conditions (30 points): This project most directly addresses Statutory Conditions for Habitat and Conversion to River Parkways.

Habitat (Condition 2):

a) The project will restore twelve hundred (1200) linear feet of stream channel and three acres of associated floodplain in what is now open water where there is currently a steep drop from the top of the bank with little or no floodplain.

b) The project will restore natural geomorphic form and function to twelve hundred feet of stream channel that is currently over-widened and excessively deep from past channelization and gravel extraction. The project will restore floodplains and a bench trail in what is now open water adjacent to steep bank. The project will fill the current over-widened channel and will create a new slightly under-sized channel that will be allowed to meander within the footprint of the currently-existing channel. Floodplains will be sloped mildly toward the design channel. Excess sand and gravel from the south bank and fill on the north bank will be used to form low benches near the toe of the bank to enhance bank stability and provide elevated access between storm runoff events. As the channel is returned to appropriate dimensions and given an initial planform, it will continue to self-form into natural meander bends at appropriate wavelengths, and will form alternating patterns of pools and riffles. The restored channel will mobilize gravel from upstream reaches, and the fresh gravel sources will enhance aquatic invertebrate populations almost immediately; and support a self-sustaining run of Chinook salmon whose habitat is gravel limited (Moyle 2004). Surveys by UC Davis researchers show that this area is currently an ecological sink for native birds due to the extremely limited riparian width, dominance of exotic invasive vegetation and excess of open water. The area supports one third of the number of avian species that are found one mile upstream or downstream. This project will enhance bird populations and the migration corridor for wildlife by increasing the width of the riparian corridor and by restoring native vegetation. The project will also improve water quality by lowering water temperature. Water temperature in the design channel will be lower because the channel will be narrower, causing velocities to be higher, reducing residence time in pools. Solar radiation will be reduced by increasing the amount of shade over the water. Cooler water will favor native fishes over exotic fishes. The project site is currently a sink for birds. Over 17 miles from Putah Diversion Dam to the beginning of the leveed reach in Davis, the project area had fewer species of birds than any of the 16 other river miles.

Species that would benefit from this project include the following birds found within one mile upstream and downstream but not in the project area:

Allen's Hummingbird (2)
American Kestrel
Anna's Hummingbird (2,4,5)
Black-chinned Hummingbird (3)
Black-headed Grosbeak (1,3,5)
Brewer's Blackbird
Bullock's Oriole
Bushtit (4,5)
California Quail
California Towhee (2,5,6)
Cedar Waxwing
Chestnut-backed Chickadee
Dark-eyed Junco (4,6)
Double Crested Cormorant
Downy Woodpecker (4,5)
Fox Sparrow (6)
Great Blue Heron
Green Heron
Hermit Thrush (6)
House Wren (4)
Killdeer
Lincoln's Sparrow (6)
Mourning Dove (4,5)
Northern Flicker (4,5)
Northern Mockingbird (5)
Oak Titmouse (2,4,5)
Purple Finch
Red-shouldered Hawk
Rock Pigeon
Sharp-shinned Hawk
Song Sparrow (1,4,5,6)
Spotted Towhee (4,5,6)
Warbling Vireo (3)
Western Tanager (3)
White-breasted Nuthatch
Wood Duck

1 - RHJV Focal Species
2 - California Endemic
3 - Neotropical Migrant
4 - Resident Bird
5 - Breeding Bird
6 - Winter Focal Species

c) The following specific riverine and riparian elements will be established:

Structures: The project will restore twelve hundred feet of channel with dimensions that are appropriate for the currently-existing regulated flows and natural pool-riffle sequences. Floodplains will be constructed by filling-in 1200 feet of current channel where there are no floodplains. Additional fill soil will be contoured into low benches above the floodplains on both banks.

Functions: The current channel consists almost entirely of a long pool where gravel was extracted. This channel lacks bed load and flow velocities to form natural features such as pools and riffles. The new channel will be designed to be under-size to have sufficient flow velocities to transport sediment and form natural features. Because exact restoration design dimensions are not possible, it is common practice to make the dimensions smaller than expected design dimensions. Under-sized channels have the power to self-form, whereas over-sized channels do not allow self-formation. The floodplains will be lowered in elevation from eight feet above the low flow channel water surface elevation to two feet above the low flow channel elevation to achieve flooding in most years. Twelve hundred lineal feet of floodplain will be restored where there is a very steep bank and little or no floodplains on the north bank. This will greatly increase shade over the water and provide migration corridors for wildlife (and passage for people) along the edge of the creek.

Dynamics: Floodplains will be planted with a mixed riparian forest consisting of white alder, Oregon ash, valley oak, cottonwood, Gooding's willow, arroyo willow, yellow willow, sandbar willow, boxelder, California rose, torrent sedge, Santa Barbara sedge, creeping wild rye, pipevine, showy milkweed and associated native species according to a creek-wide floristic assessment currently underway and nearby reference reaches.

d) No wetlands will be created. Floodplains will slope toward the design channel.

e) The project will use only natural materials including eucalyptus logs harvested on site, boulders that are no longer needed for riprap and clean fill. A rock and log revetment will be used to block the low-flow channel and divert the flow into the design channel. Prior to construction, willow wattles and logs will be harvested and stored on site under shade and mist. They will be then transplanted into the fill zone. Re-use of eucalyptus logs will reduce removal costs by half.

f) The existing footprint of the channel of Putah Creek was formed by 50,000 cfs flood events every 5 years, but, currently, Monticello Dam attenuates flood flows such that flows rarely exceed 10,000 cfs. Grading of the floodplain to an appropriate elevation to promote over-bank flows will relieve pressure on the banks and allow high flows to dissipate energy. It is expected that the design channel will widen and deepen and carve its own path through the floodplain.

g) Winters Putah Creek Park is intended to remain a natural park with emphasis on geomorphic restoration, weed control and improved public access. The Winters

Putah Creek Park Master Plan calls for improved public access including a creek edge trail that will only be possible if floodplains are restored. A network of unimproved trails will also provide access for periodic clearing of storm debris, trash removal and weed control with compact tractors and ATV mounted weed sprayers.

h) Existing habitat is highly degraded due to past alterations of the channel, elevated floodplains, extensive growth of weeds (especially Himalayan blackberry, tree-of-heaven and eucalyptus) and lack of natural channel form and function. The site would remain a barrier to wildlife migration (and human access) and an ecological sink for wildlife.

CONVERSION TO RIVER PARKWAYS (CONDITION 4):

Convert existing developed riverfront land uses into uses consistent with River Parkways.

a) The property currently contains former gravel extraction pits and south bank terrace cut-off from normal flood frequency by overbank deposits of sand and gravel stabilized by Himalayan blackberries (currently being controlled). The property is reserved for a nature park but public access is limited to a few rudimentary foot trails through dense thickets of Himalayan blackberries. Poor access currently limits use to teens and young adults.

b) The project will create new floodplains on the north bank adjacent to the City of Winters that will connect existing floodplains. Future amenities include a continuous creek edge trail from downtown Winters to Highway 505 with a return loop on the south bank. Future recreational opportunities could extend another $\frac{3}{4}$ mile on the south bank (owned by Solano County) for fishing, canoeing, kayaking and wildlife viewing.

c) Winters Putah Creek Park has been a traditional gathering place for the community to picnic and swim and was celebrated on post cards as early as 1911. The current overgrowth of weeds and poor access has limited use to teens and young adults. This project will restore of the portion of the park closest to downtown Winters, especially the north bank adjacent to the city, to be enjoyed by people of all ages.

d) No, the site is not occupied.

e) Additional weed removal and channel realignment is planned upstream and downstream of the current project to enhance public access and restore natural geomorphic form and function to the entire park.

B. Statewide Resource Priorities (30 points)

1(a) Putah Creek in general and Winters Putah Creek Park in particular has a long history of community involvement (e.g. cleanups, plantings, restoration events, friends groups, volunteer guides, university students and youth volunteers). Putah Creek Council has a full time volunteer coordinator, Dawn Calciano, who works closely with Streamkeeper, Rich Marovich to create regular opportunities for community participation in restoration and monitoring events.

The project is supported by the City of Winters Putah Creek Park Committee, a standing committee that holds monthly public meetings to advise the city on park enhancement projects and to serve as a liaison to the community. UC Davis Geomorphologist, Eric Larsen serves on this committee and provides technical expertise.

This project is supported by the Lower Putah Creek Coordinating Committee (LPCCC) with Solano County Water Agency as fiscal Agent. The LPCCC was formed by a settlement agreement, the Putah Creek Accord that ended ten years of litigation over flows in Putah Creek; established perennial flows including salmon attraction flows; established a permanent Streamkeeper; established perpetual fish and wildlife monitoring and vegetation management funds; and created the LPCCC to oversee protection and enhancement of the resources of Putah Creek in perpetuity. The LPCCC consists of the cities of Davis, Fairfield, Vacaville, Vallejo and Winters, the counties of Yolo and Solano, Solano County Water Agency, Solano Irrigation District, Maine Prairie Water District, Putah Creek Council, U.C. Davis and riparian landowners. The LPCCC represents 300,000 Solano Project municipal water users and 70,000 acres of irrigated agriculture.

The project is supported by Putah Creek Council whose 600 members participate in volunteer projects including trash cleanup, planting and educational events.

The LPCCC contracts with U.C. Davis for perpetual fish and wildlife monitoring and maintains close ties with the university for technical guidance on creek restoration. U.C. Davis has waived overhead fees for LPCCC funded projects. Other local collaborators include Winters Audubon, Solano Resource Conservation District, Yolo Resource Conservation District, Center for Land-Based Learning and the Putah Creek Discovery Corridor, an association of public land managers that promotes educational opportunities on Lower Putah Creek.

The project is also supported by the Winters Chamber of Commerce.

2. The project provides the following economic benefits:

a) The proposed project will contribute to the economic development of the community by increasing tourism and recreational expenditures, providing job opportunities and volunteer experiences for community youth.

b) The project will implement the Winters Putah Creek Park Master Plan, part of the Winters downtown revitalization plan as described further in part c) below.

c) The City of Winters is an increasingly urban area undergoing local revitalization efforts. At the west end of Winters Putah Creek Park the City recently converted an old railroad trestle bridge into a pedestrian crossing that links the downtown area on the north bank to Putah Creek Road and the south bank of the creek. The City has also made new investments in the Community Center, located on the northwest corner of the park including an outdoor patio and amphitheater that overlooks the creek. The funded and proposed River Parkway Projects will restore the creek as the natural gathering place for community events, stimulating downtown businesses that depend on foot traffic. Winters Putah Creek Park and the Winters Putah Creek Park Committee began as initiatives of local business leaders to enhance the economic vitality of downtown Winters.

d) Winters lies at the heart of a popular bicycle touring route and is often used as a staging area for cycling events. The "interdam reach" of Putah Creek, from Monticello Dam to Putah Diversion Dam, four miles upstream of Winters Putah Creek Park, offers the finest fly fishing in central California. The Department of Fish and Game stocks this reach with 20,000 catchable size trout each year, drawing anglers from throughout the Bay Area. There are five fishing accesses along Highway 128 on the north bank of Putah Creek numbered from Monticello Dam east. The California Wildlife Conservation Board is interested in promoting the south bank terrace (this proposal) as Fishing Access #6 when the channel realignment is completed.

3. Recycled Materials

a) This project will use raw water from Putah Creek for irrigation.

b) This project will re-use eucalyptus logs as revetments, reducing the cost of eucalyptus removal (from the north bank) by half. The project will use boulders that are no longer needed for riprap to stabilize the revetments. The project will use fill from on-site sources and from nearby spoils from the original excavation of Putah South Canal.

4. Other Statutory Conditions

a) Recreation: The project will greatly enhance recreation by linking upstream and downstream floodplains allowing for a continuous creek edge trail. It will greatly enhance access to many points along the entire edge of the creek where access is virtually non-existent.

Flood Conveyance: Removal of invasive vegetation and grading of floodplains will enhance flood conveyance. Himalayan blackberries currently dominate the entire edge of the channel. Because they do not go dormant in most winters, the blackberries are essentially evergreen and they impede flood flows to a much greater extent than native deciduous vegetation. The flow impeding effects are evidenced by accumulation of sand giving rise to mounds underneath the blackberries wherever they grow. While flooding is not an imminent threat to the City of Winters, the resistance to flood flows created mainly by invasive weeds, poses a risk to Putah Diversion Dam. The dam no longer meets specifications for flood flows due to resistance caused by invasive vegetation. If the dam were ever overtopped in a high flow event, it could wash out on the receding limb of flood flows. A recent analysis by PWA determined that vegetation as far downstream as Winters has an effect on floodwater conveyance at Putah Diversion Dam.

Conservation and Interpretive Enhancements: This project will create salmon spawning habitat adjacent to downtown Winters and provide a rich environment for appreciation of fish and wildlife. While most interpretive enhancements will be proposed in the future, this project will include at least one event that involves students in restoration plantings, led by experienced instructors from the Center for Land Based Learning. The project will also engage community volunteers through Putah Creek Council's Adopt-A-Reach project. These events include "adopt-a-flat" where volunteers each grow a flat of native grass seed and then plant the grasses they grew in the landscape. Each of these events includes a discussion of the context of the work, for example, the role of native grasses in controlling erosion and excluding invasive weeds. These projects are competitive in cost and productivity with professional landscaping crews because the labor is donated, but contain the added value of community education.

C. Access and Location

1. The public will access the south bank of the project site from downtown Winters, over the pedestrian bridge and along a creek edge trail or directly from Putah Creek Road. The public will access the north bank from a new ramp that will be installed upstream of the Winters Percolation Dam pursuant to a first round River Parkway Grant via an existing overlook trail on the north bank, or from Creekside Way, across city land and down an existing ramp onto the north terrace or from unimproved trails that now exist on the north bank terrace downstream of the project site. This project will link existing trails that are now separated by 600 feet of vertical wall on the north bank that is currently without floodplains when the channel is realigned and new floodplains are created.

2. Populations served include urban, suburban and rural communities of Yolo and Solano counties, the Bay Area, Sacramento Region and beyond. Putah Creek attracts recreational users for fishing, hiking, cycling, birding, camping and boating and those brought by educational programs. The Yolo County Open Space Element estimates 40,000 visitor days of usage at the fishing accesses. Populations are

ethnically diverse and multiple language groups are represented, with Spanish language speakers pre-dominant. People from all educational and economic levels visit the creek. New populations to be served include the growing and diverse populations of the Bay Area and Sacramento regions.

3. Winters Putah Creek Park is close to the cities of Winters and Davis for access by walking, biking, driving or public transit buses. The vicinity of the Park is bounded by Railroad Avenue and downtown Winters to the west, Highway 505 to the east, Putah Creek Road along the south bank and the City of Winters, including Highway 128 to the north.

4. Public access to Winters Putah Creek Park is available from dawn to dusk at no charge. Recently expanded free parking at the Winters Community Center will enhance access when the first phase River Parkway project is completed.

5. The Winters Putah Creek Park Master Plan was originally completed 10 years ago and is now being updated specifically to include geomorphic restoration opportunities. This project has been discussed in public meetings of the Winters Putah Creek Park Committee, two public meetings specifically focused on the Winters Putah Creek Park Master Plan Update, the Lower Putah Creek Coordinating Committee; at Winters City Council and in meetings of the Lower Putah Creek Stakeholder Group in the context of creek-wide planning.

6. The ecology of Putah Creek has been studied extensively during ten years of litigation leading up to the formation of the Lower Putah Creek Coordinating Committee and in the ensuing six years since the committee was formed; and this monitoring will continue in perpetuity. Results to date show that Winters Putah Creek Park is an ecological sink hosting just 32 species of birds, for example, compared with over a hundred species observed within a mile of the park. This project will improve the ecology of the park in ways that are likely to offset increased usage. The park is intended to remain in a natural condition with future development and usage managed in ways consistent with protection of natural resources. Ongoing management will be informed by ongoing fish and wildlife monitoring.

D. Project Readiness

1. Immediately following award of grant funds, the City of Winters, Lower Putah Creek Coordinating Committee and Putah Creek Council will issue a press release. The Winters Putah Creek Park Committee will hold a meeting to announce the award and review project details. CEQA documents will be filed and all required permits (1601, 401 and 404 – NP27) will be requested. Letters will be sent to neighboring landowners identifying the schedule for construction and providing contact information.

2. Cost estimates are based on a very similar project constructed two years ago. Cost effectiveness is enhanced by use of on-site and nearby materials including all

rocks, logs and fill. Dividing the project into two bids, one for clearing, grubbing and rough grading and another for earth moving and final grading greatly improves the visibility of the project and reduces uncertainty and risk costs for contractors.

3. We are not aware of any toxins on the property. There are thriving populations of aquatic invertebrates downstream that are sensitive to pollutants.
4. The project has no significant impediments.
5. The project does not involve an acquisition.
6. The following is the status of items for development projects:
 - Preliminary plans are completed.
 - CEQA Initial Study is prepared.
 - Project partners have submitted proposals, construction contracts will be awarded by competitive bid following development of plans and specifications and bid package by Wallace-Kuhl and Solano County Water Agency.
 - A planting palette has been developed; landscape plans will be included with specifications for the design channel.
 - Land access and tenure is covered by a letter of intent from the City of Winters (would amend an existing agreement).
 - 1601 Streambed Alteration was pre-reviewed including a walk-through by Department of Fish and Game (James Navicky, John Nelson); 401 permit request and 404 notification under Nationwide Permit 27 will be filed on notice of award.
 - Project renderings and Architectural designs are underway as part of the updated Master Plan
 - Engineering designs will be developed as part of the bid package.
 - Mitigation requirements (elderberry relocation/mitigation) will be included in the 404 permit review.
7. Other factors that may affect the project timeline include early rains and possible spills from Monticello Dam. These could delay plantings until the following spring. When this has occurred on other projects we grew native plants in containers instead of direct planting of cuttings.

E. Organizational Capacity and Sustainability

1. Two years ago, SCWA and LPCCC completed construction and initial plantings at the Dry Creek Confluence approximately one mile upstream of the proposed project area. The project also involved a thousand feet of channel realignment including fish rescue and filling of the old channel. Three weeks after fill work was completed, the project withstood 12,500 cfs, the second highest flow in 30 years and sustained high flows for over four subsequent months with minimal damage.

2. Plans and specifications will be drawn up by Wallace-Kuhl, a civil engineering company with restoration experience. The location of the design channel will be proposed by Eric Larsen, a U.C. Davis geomorphologist. Construction of revetments and supervision of grading operations will be done by Streamwise, a geomorphology company. The Putah Creek Streamkeeper will administer the project.

3. Management and Maintenance

a) Maintenance will include weed control, replacement of native vegetation as needed, monitoring of fish and wildlife and aquatic invertebrates.

b) The Streamkeeper will maintain the project in cooperation with the City of Winters Public Works.

c) Ongoing maintenance will be funded by the LPCCC out of perpetual funds.

4. The project will be protected from vandalism and deterioration by installing vehicle barriers and appropriate action by Winters Police Department.

5. This project does not involve a conservation easement.

F. Community and Regional Impacts

1. Land Use Planning and Community Involvement

a) The creek frontage is designated as a natural park.

b) The park consists of approximately 45 acres. The project would add approximately three acres of floodplain in what is now open water.

c) This project is consistent with the Winters Putah Creek Park Master Plan.

d) The project will provide over 2 acres of accessible floodplain (beach) on the north bank for recreation and wildlife viewing.

e) The City of Winters created the Winters Putah Creek Park Committee to inform local residents and hear comments concerning future park developments.

f) There is some local opposition to removal of the percolation dam under the first round of River Parkway awards; this opposition was fully discussed in six monthly public meetings of the Winters Putah Creek Park Committee and two master planning meetings for the Winters Putah Creek Park Master Plan Update. The Winters Putah Creek Park Committee and City Council recently voted unanimously to proceed with the first round River Parkway Proposal. No opposition has been voiced concerning this proposal.

- g)** The Winters Putah Creek Park Committee will keep local residents informed.
- h)** The LPCCC, Winters Putah Creek Park Committee and Putah Creek Council will keep the surrounding communities informed.

2. Public Health

- a)** The project will connect floodplains on the north bank and extend existing trails. There is a high level of interest in the creek as demonstrated by participation in volunteer events but comparatively limited use of the creek due to overgrowth of weeds that inhibit access.
- b)** The Center for Land-based Learning will bring children out to the creek to participate in restoration plantings. Putah Creek Council has similar programs.
- c)** The project would connect downtown to trails on both banks.
- d)** Vehicle barrier gates, better access for police patrols.
- e)** Not applicable.
- f)** The local community will be invited to participate in restoration plantings. The improved access will be promoted through the Putah Creek Discovery Corridor, a creek-wide coalition that promotes educational opportunities on public lands, through the Winters Putah Creek Committee and through Putah Creek Council.
- g)** Experiences of near-by nature, including wildlife viewing or just sitting by the creek promote a sense of well-being.

3. Environmental Justice

- a)** The proposed project builds on outreach efforts at Yolo (Public) Housing 1.25 miles downstream that was one of our first restoration projects on Putah Creek. Half of the residents of Winters speak Spanish as their first language.
- b)** We hired a liaison through UC Davis and interviewed residents of Yolo Housing about their interests in the creek and have educated children there using the creek for project based learning from salmon life cycle to chromatography.
- c)** We listed their concerns in a facilitated meeting before presenting our objectives.
- d)** Through education, especially of children.

4. Youth Employment

We use CCC crews from the Sacramento Satellite office to complete projects begun by students and community volunteers.

G. Other Sources of Funds

1 a) The Lower Putah Creek Coordinating Committee provides an annual budget of \$160,000 indexed to inflation (base year: 2000) for a Streamkeeper, vegetation management and fish and wildlife monitoring throughout the creek. Creekwide monitoring provides context to on-site monitoring. Additional in-kind support will be provided by community volunteers for restoration and monitoring.

b) The requested grant amount is sufficient to complete the project. LPCCC funds are perpetual, but if community volunteers were not available then restoration of native vegetation would take longer and rely more on passive colonization.

2) Disadvantaged Communities

a) Yolo (Public) Housing is a disadvantaged community that we have engaged in creek restoration (8.3 acres of riparian habitat on the north bank).

b) Yolo Housing is 1.5 miles downstream from the project area.

c) This project would benefit Yolo Housing by improving upstream habitat, restoring a wildlife migration corridor at its weakest point and reducing the effect of the project area as an ecological sink.

d) Members of the community did not participate directly in the development of this project but they did provide a list of objectives to guide restoration at Yolo Housing that is applicable to this project. Educational opportunities ranked very highly.

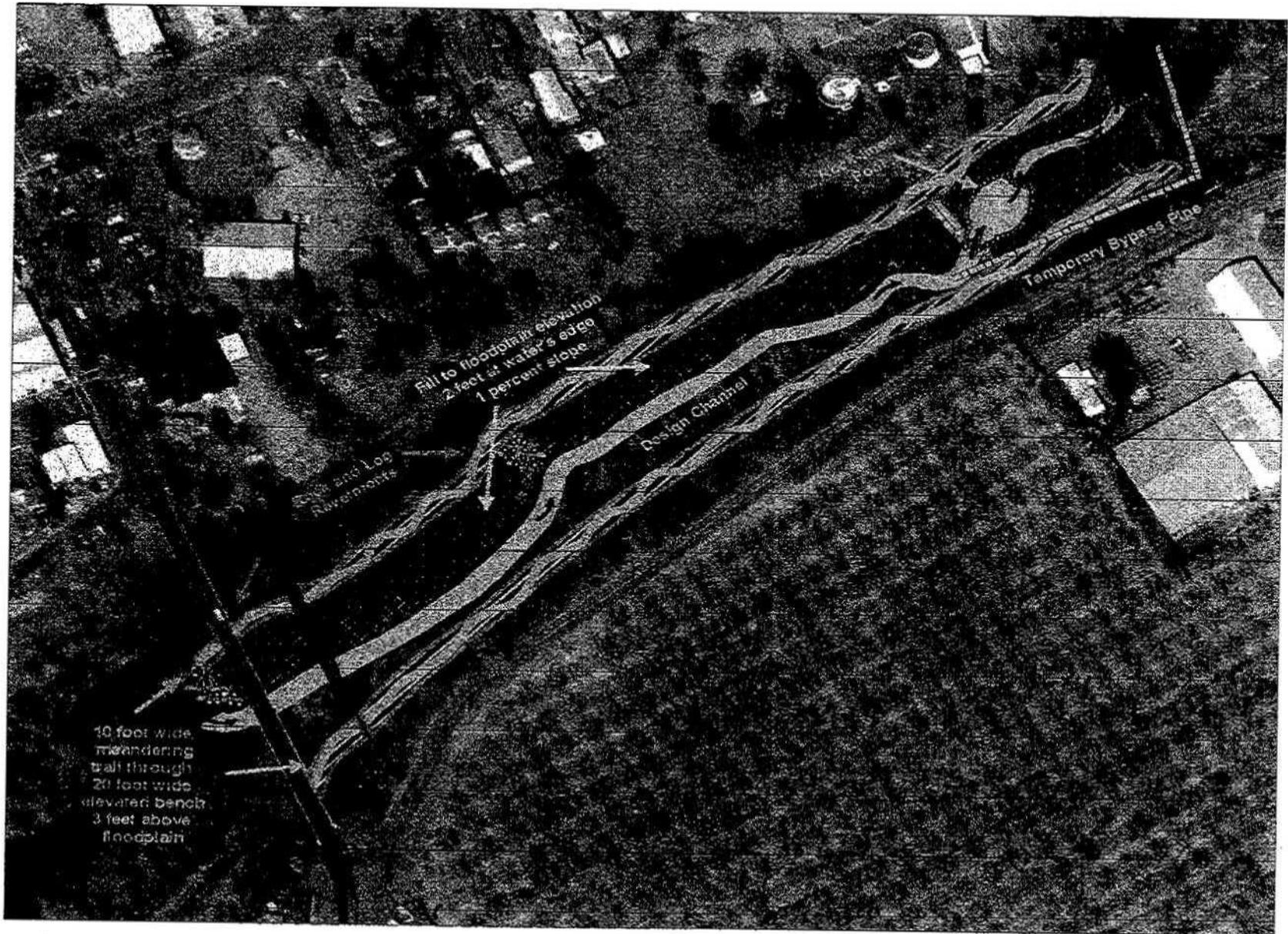
H. Water Quality and Watershed Protection

1. This project meets weed control, fish and wildlife habitat enhancement and water quality (temperature) objectives of the Lower Putah Creek Watershed Management Action Plan jointly funded by CALFED and SWRCB.

2. This project will enhance beneficial uses of water for salmon restoration that can be measured by counting salmon redds and improve water quality that can be measured as lower water temperatures.

3. This project does not include a SWAMP component but we are collecting and recording aquatic invertebrates and monitoring water temperatures.

Channel Realignment Plan View



LIDAR terrain model of Winters Putah Creek Park looking east from 2nd Street showing steep banks, absence of functional floodplains and beaches



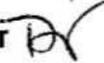


**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE: Oct. 16, 2007

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

FROM: Dawn Van Dyke—Management Analyst/ Grant Writer 

SUBJECT: Approval of priority list of expenditures for the Workforce Housing Reward Grant (WFH) Program, Contract No. 07-WFH-253.

RECOMMENDATION: That the City Council approve the priority list of expenditures for the Workforce Housing Reward Grant (WFH) Program, Contract # 07-WFH-253.

BACKGROUND: In February, the City Council approved Resolution 2007-02, A Resolution of the City Council of the City of Winters Authorizing Application for Workforce Housing Reward Grant. This grant application was submitted by Community Development Director Dan Sokolow. Award of the grant is on a per-bedroom basis for each residential unit affordable to very-low and low-income households permitted during the program year (Jan. 1-Dec. 31, 2006). Resolution 2007-02 authorized the City Manager to execute the agreement with HCD after approval of the grant application. This contract was signed on Oct. 4, 2007 for grant funds in the amount of \$136,254.

The Workforce Housing Reward Grant is intended to provide funds for capital asset projects that benefit the community. Mr. Sokolow discussed priorities with each department head before coming up with the final list for the grant application.

The proposed priority list includes item/activities identified in the grant application and approved by HCD:

1. **Public Works:** Replace the 1989 Ford Ranger currently being used by the Public Works crew with a new, F-150 truck.
2. **Police Department:** Replacement of 13 old Tazers with new model type.
3. **Fire Department:** Purchase of equipment including SCBA Upgrades, Rapid Intervention Kit, portable radios, extinguishers, fire hose, emergency lights, prevention items.

4. **Community Service/Admin:** Replace the old, uncomfortable and unsightly folding chairs at the Community Center with new, padded chairs for use by Community Center patrons and for public gatherings.
5. **Parks:** Purchase four concrete signs identical to the Bobbie Greenwood Swim Center Sign for installation at Rotary Park, City Park, Valley Oak Park and Blue Oak Park. This will provide consistency throughout the City, and these signs are more resistant to vandalism issues.
6. **Community Development Department:** GIS software and monitor for use in generating GIS documents for the City.
7. **Finance:** The Finance Department's window coverings are no longer functional and do not block the strong sunlight coming in through the south facing windows. New window coverings will be purchased.

The estimated cost for the listed items is \$117,547.20. This leaves a balance of \$18,706.78. Staff is recommending that, less an appropriate contingency, the balance be used to begin making ADA improvements to sidewalks in the City that have been identified as deficient. Sidewalk repair was listed in the grant application, so it would not require a change to the signed contract.

ATTACHMENTS: Spreadsheet w/estimated costs. List of requested items from Winters Fire Department.

FISCAL IMPACT: Positive. All proposed items will benefit City departments, staff and the community.

Workforce Housing Grant proposed priority list					
Department	Item		Cost		Extended
Finance	Window coverings	1@	2771.16		2771.16
Public Works	Truck	1@	27000		27000
Police	Tazers	13@	1400		18200
Fire	Misc. Equip	See attached			39983.74
Com. Svc.	Padded chairs	400@	33.95		13580
Parks	Concrete signs	4@	3836.33		15345.32
Com. Dev.	GIS software	1@ 399.	1@268.		667
Total					117547.2
Total Workforce Housing Grant Funds					136254
Remaining balance --					18706.78

**2007 Work Force Housing Grant
Proposed Equipment List**

Qty.	Item #	Description	Vendor	Price Ea.	Tax/Shipping	Total
SCBA Upgrades						
16	962820 SVA	Survivair Buddy Breathers	LN Curtis	\$169.15	\$196.21	\$2,902.61
16	961608 SVA	Survivair Voice Amps	LN Curtis	\$552.50	\$640.90	\$9,480.90
18	SPII-HM	Super Pass II	Fire Store	\$199.00	\$259.70	\$3,841.70

Rapid Intervention Kit (RIT Packs)

Qty.	Item #	Description	Vendor	Price Ea.	Tax/Shipping	Total
1	968970	Universal UAC Rapid Int. Kit	LN Curtis	\$1,151.75	\$83.50	\$1,235.25
1	917160	4500# Full Wrap Cylinder 60 min.	LN Curtis	\$1,185.75	\$85.97	\$1,271.72
1	961793	2nd STG Regulator, Mask Mnt	LN Curtis	\$255.00	\$18.49	\$273.49
150ft	292005	5.6mm Pro Series RIT Line	LN Curtis	\$112.50	\$8.16	\$120.66

Portable Radios

Qty.	Item #	Description	Vendor	Price Ea.	Tax/Shipping	Total
3	TK-5210K3	Kenwood Portable 512 Ch, P25, VHF	Silverado Avionics	\$1,436.00	\$312.33	\$4,620.33
3	MKNB 32N	Battery, Ni- Hi 2500mAH	Silverado Avionics	\$52.50	\$11.41	\$168.91
3	KMC 25	Remote Speaker Mic	Silverado Avionics	\$69.00	\$15.01	\$222.01
3	KSC 32	Kenwood Fast Desk Charger	Silverado Avionics	\$54.00	\$11.75	\$173.75
1	KVC 18	Kenwood Vehicle Charger 12V	Silverado Avionics	\$320.00	\$23.20	\$343.20
1	PGRM KIT	Kenwood PGRM KIT, KPG-36AM & K	Silverado Avionics	\$468.00	\$33.93	\$501.93

**2007 Work Force Housing Grant
Proposed Equipment List**

Extinuishers/Fire Hose

Qty.	Item #	Description	Vendor	Price Ea.	Tax/Shipping	Total
2	Tri-Max 3 GHR	Class A Foam Fire Ext. w/ Spare	Way Sales and Mai	\$3,000.00	\$217.50	\$3,217.50
50		Fire Power II DJ 1 1/2 Hose	All Star	\$170.00	\$616.25	\$9,116.25

Emergency Lights

Qty.	Item #	Description	Vendor	Price Ea.	Tax/Shipping	Total
1	X-DR001	LED Traffic Arrow and Control Head	Galls	\$269.00	\$19.50	\$288.50
1	x-FS002	Wig Wag Flaser	Galls	\$49.99	\$3.62	\$53.61
1	X-GR184	60 W 4 way Strobe Kits Clear	Galls	\$289.00	\$20.95	\$309.95
1	LB481WFEFEF	Whelen Patriot LED Light Bar	Galls	\$1,410.00	\$102.23	\$1,512.23
1	K-LB063	Whelen LED Mounting Kits Hookon	Galls	\$34.99	\$2.54	\$37.53
1	SE-009	Whelen LED Control Box 9 Switch	Galls	\$156.99	\$11.38	\$168.37

Prevention Item

500	612	Heat Changing Kid Rad Pencils	Alert All 2007	\$115.00	\$8.34	\$123.34
						\$39,983.74



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE: Oct. 16, 2007

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

FROM: Dawn Van Dyke, Management Analyst

SUBJECT: Establishment of a 501 (c) (3) non-profit for the benefit of City programs

RECOMMENDATION: That the City Council receive a report from staff on the proposed formation of a 501 (c) (3) non-profit; approve the concept and budget for legal assistance from Steve Rudolph and Inga Lindvendt of Meyers, Nave, Riback, Silver & Wilson.

BACKGROUND: Over the past several months, staff has become increasingly aware of the limited ability the City has to apply for grants due to its lack of status as a non-profit, 501 (c) (3) organization. In many cases, we are precluded from even obtaining a grant application without a non-profit tax I.D. number. This severely limits our ability to fully support programs and activities through the grants process. Staff proposes that a 501 (c) (3) organization be formed for the benefit and support of City programs/projects including Recreation, Parks, programs for youth and the elderly and the After School Program.

Staff's experience in the process and legal requirements for the formation of such an organization is limited. Therefore we are requesting authorization to obtain legal advice from Steve Rudolph Assistant City Attorney, and an associate from Meyers Nave, Inga Lindvendt, who has extensive experience assisting in the creation of non-profit 501 (c) (3) organizations related to local government. It is expected that it would take approximately 11-12 hours of legal staff time to begin this process.

In general we would be required to: formulate a Mission Statement, create a Board of Directors, draft Articles of Incorporation, draft Bylaws, a Strategic Plan, a Business Plan, a Budget and a Record Keeping System.

FISCAL IMPACT: Initial impact, approximately \$3,200. Eventual impact could be positive if grant funds are realized through formation of a 501 (c) (3).



CITY COUNCIL STAFF REPORT
October 16, 2007

TO: Honorable Mayor and City Councilmembers

BY:  Dan Sokolow – Community Development Director 
Cas Ellena – Redevelopment & Economic Development Director 
Dawn Van Dyke – Management Analyst

SUBJECT: **Approval of CDBG Planning and Technical Assistance grants to fund Economic Development (Resolution No. 2007-52) and General Allocation (Resolution No. 2007-53) activities in the amounts of \$70,000 and \$35,000, respectively.**

RECOMMENDATION: Staff recommends that the City Council adopt the following two resolutions, Approving Planning and Technical Assistance grants through the Community Development Block Grant (CDBG) program for the following purposes and in the amounts specified.

1. Resolution No. 2007-52, Economic Development activity – Grant request of up to \$70,000 for feasibility/market studies and pre-development costs associated with the adaptive reuse of the De Vilbiss (Buckhorn Restaurant, 2 – 10 Main Street), Masonic Lodge (41 – 47 Main Street), and Bank of Winters (Putah Creek Café, 1 – 7 Main Street) buildings.
2. Resolution No. 2007-53, General Allocation activity – Grant request of up to \$35,000 for 2008 Housing Element.

BACKGROUND: In 1993, the City of Winters commissioned Rural California Housing Corporation which was assisted by Synthesis Design Group to perform a Rehabilitation Study of the Cradwick, the De Vilbiss Hotel (Buckhorn Restaurant) and the Bank of Winters (Putah Creek Café) buildings. The study showed that realistic, cost effective adaptive reuse was possible on the upper floors of these structures. In 1995, the City commissioned the Synthesis Design Group, Middlebrook & Louie Structural Engineers and Community Development Services to perform an Architectural & Financial Feasibility Study of the Historic Masonic Lodge Building for the City of Winters. This Study concluded that a realistic, cost effective adaptive reuse can occur in this building and that reuse of the structure would greatly benefit the community. The Cradwick Building has since been restored and is a state of active reuse with six low income residential units upstairs and approximately 4,000square feet of retail space downstairs. The rehabilitation and reuse of the Cradwick Building has been instrumental in returning vibrancy to downtown Winters. However, the upper floors of the De Vilbiss Hotel, the Bank of Winters, and the Masonic Lodge have not yet been rehabilitated and remain vacant.

DISCUSSION: Adaptive reuse of these upper floors would bring much needed life and activity to downtown Winters. An example of adaptive reuse would be revitalizing the De Vilbiss for use as a boutique hotel and the Masonic Lodge as conference space. Providing both hotel and conference space in downtown Winters would attract visitors, create jobs and generate revenue for the City's General Fund budget.

The State of California Department of Housing and Community Development (HCD) is accepting applications for 2007/08 Planning and Technical Assistance Allocation (PTA) funds. HCD has PTA funds available both for General allocation and Economic Development (Econ D) allocation. The PTA allocations provide funding in the form of grants to small cities and counties for planning and feasibility studies related to CDBG eligible activities and project-specific activities such as housing, public works, community facilities, and economic development.

The City is eligible to apply for up to \$70,000 of PTA Econ D funds for the preparation of updated feasibility and market studies and pre-development costs associated with the adaptive reuse of the De Vilbiss, the Masonic Lodge and the Bank of Winters buildings. The preparation of these studies would allow the City to be eligible to apply for HCD Econ D, Over-the-Counter grants. The Over-the-Counter grants provide up to \$2,000,000 for each project. If the City was awarded an Over-the-Counter grant, it could then lend the funds to the project(s). Each project would be eligible for up to \$2,000,000; a \$35,000 loan for each full-time job created. The loans can be used for construction, on-site improvements, equipment purchase, working capital, and/or site acquisition.

Additionally, the City is eligible to apply for up to \$35,000 of General Allocation funds for the preparation of the 2008 Housing Element.

FISCAL IMPACT: The City is required to provide a local match of five percent of the grant amounts. For the Econ D and General Allocation activities, the City will incur local matches of \$3,500 and \$1,750, respectively. Staff proposes that the City use CDBG Program Income (PI) for the local matches. HCD permits the use of CDBG PI for administrative purposes such as a local match for a grant through CDBG as long as the costs do not exceed eighteen percent of the PI funds lent out by a city/county in a fiscal year. In the event that the City does not lend out any PI, Community Development Agency funds would be used for the local match requirement.

ATTACHMENTS:

Resolutions 2007-52 and 53

RESOLUTION NO. 2007-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE PLANNING TECHNICAL ASSISTANCE
ALLOCATION OF THE STATE CDBG PROGRAM.

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

SECTION 1

The City Council has reviewed and hereby approves an application under the Economic Development Allocation for up to \$70,000 for the following planning activity(s):

Up to \$70,000 in Economic Development Allocation funding for feasibility/market studies and pre-development costs associated with the adaptive reuse of the De Vilbiss (Buckhorn Restaurant), Masonic Lodge, and Bank of Winters (Putah Creek Café) buildings.

SECTION 2

The City Council has determined that federal Citizen Participation requirements were met during the development of this application.

SECTION 3

For Cash Match, the City Council hereby approves the use of Community Development Block Grant Program Income in the amount of \$3,500 to be used as the City's Cash Match for this application.

SECTION 4

The City Manager is hereby authorized and directed to act on the City's or County's behalf in all matters pertaining to this application.

SECTION 5

If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Winters held on Tuesday, October 16, 2007 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Woody Fridae, Mayor
Winters City Council

STATE OF CALIFORNIA
City of Winters

I, Nanci G. Mills, City Clerk of the City of Winters, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 16th day of October, 2007.

Nanci G. Mills, City Clerk of the City of Winters, State
of California

By:

Nanci G. Mills, City Clerk

2007 CDBG ED PTA/CC Res 2007-52 ED 16Oct07

RESOLUTION NO. 2007-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE PLANNING TECHNICAL ASSISTANCE
ALLOCATION OF THE STATE CDBG PROGRAM.

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

SECTION 1

The City Council has reviewed and hereby approves an application under the General Allocation for up to \$35,000 for the following planning activity:

Up to \$35,000 in General Allocation funding for the City of Winters Housing Element Update.

SECTION 2

The City Council has determined that federal Citizen Participation requirements were met during the development of this application.

SECTION 3

For Cash Match, the City Council hereby approves the use of Community Development Block Grant Program Income in the amount of \$1,750 to be used as the City's Cash Match for this application.

SECTION 4

The City Manager is hereby authorized and directed to act on the City's or County's behalf in all matters pertaining to this application.

SECTION 5

If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Winters held on Tuesday, October 16, 2007 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Woody Fridae, Mayor

Winters City Council

STATE OF CALIFORNIA
City of Winters

I, Nanci G. Mills, City Clerk of the City of Winters, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 16th day of October, 2007.

Nanci G. Mills, City Clerk of the City of Winters, State
of California

By:

Nanci G. Mills, City Clerk

CDBG 2007 ED PTA/CC Res 2007-53 Gen Allocation 16Oct07



COMMUNITY DEVELOPMENT AGENCY STAFF REPORT
October 16, 2007

TO: Honorable Chairperson and Agency Members

BY: Cas Ellena – Redevelopment & Economic Development Director *Cas Ellena*

SUBJECT: Reciprocal Access and Public Parking Easement Agreement Between the Winters Community Development Agency; John and Melanie Pickerel; and John and Elizabeth Siracusa and Paul and Jennette Fair

RECOMMENDATION: Staff recommends that the Winters Community Development Agency ("Agency") approve, in substantial form, the Reciprocal Access and Public Parking Easement Agreement

BACKGROUND: The Agency is the owner in fee of real property, located in the City of Winters, County of Yolo, on Railroad Avenue between Abbey Street and Main Street, Assessor's Parcel Number ("APN") 003-224-001 (the "Agency Parcel"). John and Melanie Pickerel ("Pickerel") are the owners in fee of that certain real property in the City of Winters, County of Yolo, located at 8 East Abbey, APN 003-224-021 (the "Pickerel Parcel"). John and Elizabeth Siracusa and Paul and Jennette Fair ("Siracusa & Fair") are the owners of that certain real property in the City of Winters, County of Yolo, located at 7 & 9 East Main Street, APN's 003-224-031 and 003-224-041 (the "Siracusa and Fair Parcel"). These properties together make up the entire block in downtown Winters bordered by Railroad Avenue on the West, Elliott Street on the East, Abbey Street on the North and Main Street on the South.

This block is under a planned development overlay and it was intended that the block would be developed under a common master plan. Based on this concept, Siracusa & Fair, moved forward with the development of certain infrastructure improvements, of benefit to the entire block, including engineering, lighting, irrigation, landscaping, and drainage improvements amounting to approximately \$275,000 (the "Improvements").

DISCUSSION: Though the block is no longer being developed under a common master plan and each parcel is moving forwarding independently, it would be beneficial for each parcel to have a common parking area and reciprocal access to ingress/egress for pedestrian and vehicular traffic. Additionally, as the Agency and the Pickerel parcels benefit from the Improvements completed by Siracusa & Fair, it would be equitable for the Agency and Pickerel to provide compensation to Siracusa & Fair on a pro-rata share for use of the Improvements.

The attached Reciprocal Access and Parking Easement Agreement (the "Agreement") provides that:

- Siracusa & Fair and Pickerel will allow reciprocal ingress/egress access to each other and to the Agency for vehicles and pedestrians across their respective parcels;
- Pickerel will grant to Siracusa & Fair a nonexclusive easement for the placement of a trash dumpster;
- The Agency will reimburse Siracusa & Fair for the Agency's pro-rata share of the Improvements. Based upon a comparison of land area, existing buildings and proposed future build-out, the pro-rata share of the Agency is \$144,000. The \$144,000 reimbursement is derived by calculating approximately 53% the total cost of improvements, (\$275,000), and attributing it to the Agency. An analysis of the block determined that the anticipated future development of the Agency parcel would most likely accommodate approximately 53% of the total development of the block. (Note: Pickerel's pro-rata share, based upon a comparison of land area and existing buildings, is substantially equal to the value of the granted easements and therefore no financial reimbursement is required); and
- Siracusa & Fair will maintain, repair, insure, and pay the taxes and other obligations incident to the common "Parking Easement Area" and that the Agency and Pickerel will reimburse Siracusa & Fair for this maintenance and upkeep estimated at \$1,500 annually.

ATTACHMENTS:

- **Resolution No. 2007-50**
- **Reciprocal Access and Public Parking Easement Agreement**

RESOLUTION NO. 2007-50

**RESOLUTION OF THE WINTERS COMMUNITY DEVELOPMENT AGENCY AUTHORIZING A
RECIPROCAL ACCESS AND PUBLIC PARKING EASEMENT AGREEMENT WITH
JOHN AND MELANIE PICKEREL AND
JOHN AND ELIZABETH SIRACUSA AND PAUL AND JENNETTE FAIR**

WHEREAS, the Winters Community Development Agency (the "Agency") is the owner in fee of real property, located in the City of Winters, County of Yolo, on Railroad Avenue between Abbey Street and Main Street, Assessor's Parcel Number ("APN") 003-224-001 (the "Agency Parcel") and:

WHEREAS, John and Melanie Pickerel ("Pickerel") are the owners in fee of that certain real property in the City of Winters, County of Yolo, located at 8 East Abbey, APN 003-224-021 (the "Pickerel Parcel"); and

WHEREAS, John and Elizabeth Siracusa and Paul and Jennette Fair ("Siracusa & Fair") are the owners of that certain real property in the City of Winters, County of Yolo, located at 7 & 9 East Main Street, APN's 003-224-031 & 003-224-041 (the "Siracusa and Fair Parcel"); and

WHEREAS, the Agency, Pickerel, and Siracusa & Fair, are collectively referred to as the "Parties"; and

WHEREAS, the Agency Parcel, the Pickerel Parcel and the Siracusa and Fair parcel are collectively referred to as the "Property"; and

WHEREAS, the Parties desire to provide reciprocal access and parking easements on the Property, provide for the maintenance and upkeep of such access and parking areas, and to reimburse Siracusa and Fair for certain costs associated with the construction of the parking area and improvements, all as more fully defined and set forth in the Reciprocal Access and Parking Agreement, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED that the Agency does hereby approve the Agreement by and between the Agency, Pickerel, and Siracusa & Fair; in substantially the form attached; and

BE IT FURTHER RESOLVED, that the Agency does hereby authorize and direct the Executive Director of the Agency to execute the Agreement in substantially similar form as approved with any non-substantive changes as necessary, and to take any and all actions necessary to implement the Agreement.

PASSED AND ADOPTED by the Winters Community Development Agency at a regular meeting on the 16th day of October, 2007.

Chair of the Winters Community Development Agency

ATTEST:

Nanci G. Mills, Agency Clerk

I, Nanci G. Mills, Clerk for the Winters Community Development Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Winters Community Development Agency at a regular meeting thereof held on the 2nd day of October, by the following vote of the Agency to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Winters Community Development Agency on this 2nd day of October, 2007.

Nanci G. Mills, Agency Clerk

DRAFT 10/08/07

Recording Requested By:

Winters Community Development Agency

When Recorded Mail to:

Winters Community Development Agency
318 First Street
Winters, CA 95694-1923

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RECIPROCAL ACCESS AND PUBLIC PARKING EASEMENT AGREEMENT

This Reciprocal Access and Public Parking Easement Agreement ("**Agreement**") is entered into as of October ____, 2007 ("**Effective Date**"), by and between the WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic ("**Agency**"), John and Elizabeth Siracusa, husband and wife, and Paul and Jennette Fair husband and wife ("**Siracusa and Fair**"), and John and Meloney Pickerel, husband and wife ("**Pickerel**"). The Agency, Siracusa and Fair, and Pickerel are sometimes hereinafter referred to collectively as the "parties" or individually as a "party."

RECITALS

A. The parties to this Agreement collectively own in fee the real property in the City of Winters, County of Yolo, and located east of Railroad Street, south of Abbey Street, west of Elliot Street and north of Main Street (the "**Property**"). The Property is generally depicted in the Map of the Site, which is attached hereto as Exhibit A and incorporated herein by reference.

B. The Agency is the owner in fee of that certain real property in the City of Winters, County of Yolo, designated as the Agency Parcel in Exhibit A, and legally described in Exhibit B, attached hereto and incorporated herein by reference (the "**Agency Parcel**").

C. Pickerel is the owner in fee of that certain real property in the City of Winters, County of Yolo, designated as the Pickerel Parcel in Exhibit A, and legally described in Exhibit C, attached hereto and incorporated herein by reference (the "**Pickerel Parcel**").

D. Siracusa and Fair is the owner of that certain real property in the City of Winters, County of Yolo, designated as the Siracusa and Fair Parcel in Exhibit A, and legally described in Exhibit D, attached hereto and incorporated herein by reference (the "**Siracusa and Fair Parcel**"). The Agency Parcel, the Pickerel Parcel and the Siracusa and Fair Parcel are sometimes individually referred to in this Agreement as "Parcel" and collectively as "Parcels."

E. The parties desire to provide reciprocal access and public parking easements on the Property, provide for the maintenance and upkeep of such access and public parking areas, and to reimburse Siracusa and Fair for certain costs associated with the construction of the public parking area and improvements, all as more fully defined and set forth in this Agreement.

NOW THEREFORE, for valuable consideration the parties agree as follows:

AGREEMENT

1. Public Parking Easement. Siracusa and Fair hereby grants to Agency and Pickerel for the benefit of the general public, and of each such party to this Agreement, its successors, assigns, tenants, customers and invitees, the customers and invitees of such tenants, a nonexclusive easement for the passage and parking of passenger vehicles in the Public Parking Easement Area, which is now improved with standard surface parking spaces for public or customer parking ("**Public Parking Easement**"). "**Public Parking Easement Area**" means and refers to the area so designated as shown on the Map of the Site, Exhibit A.

2. Public Parking Easement Area Maintenance and Repair. Siracusa and Fair shall maintain, repair, insure, and pay the taxes and other obligations incident to the Public Parking Easement ("**Public Parking Easement Maintenance Costs**"). The Public Parking Easement Maintenance Costs are estimated to be Fifteen Hundred Dollars (\$1,500) in 2008, with annual increases of three percent (3%) commencing in 2009, and each year thereafter. Siracusa and Fair shall provide Agency and Pickerel with an annual accounting of the Public Parking Easement Maintenance Costs, along with reasonable proof thereof, on or about June 1st of each year. Agency and Pickerel shall each reimburse to Siracusa and Fair within thirty (30) days of receipt of the annual accounting one-third of the actual annual Public Parking Easement Maintenance Costs. If the annual Public Parking Easement Maintenance Costs are reasonably anticipated by Siracusa and Fair to exceed the estimate for annual Public Parking Easement Maintenance Costs provided above in this section, and as annually adjusted by three percent (3%) commencing in 2009, and each year thereafter, or do exceed the estimate, then the parties shall meet to discuss such costs and whether future costs can be reduced. This obligation to meet does not relieve Agency or Pickerel from their respective obligations to reimburse Siracusa and Fair for Public Parking Easement Maintenance Costs, in the manner described above in this Section 2. Siracusa and Fair shall adhere to the following minimum maintenance standards:

2.1 Paved Areas. Maintain all paved surfaces and curbs in the Public Parking Easement Area including, without limitation, cleaning, sweeping, re-striping, repainting, and resurfacing, using surfacing material of a quality equal to or superior to the original surfacing material.

2.2 Traffic Signs and Markers. Placing, keeping in repair, replacing, and repainting any appropriate directional signs, markers and lines.

2.3 Storm Drains. Maintaining, cleaning, and repairing any and all storm drains located in the Public Parking Easement Areas.

2.4 Lighting. Maintaining all lighting located in the Public Parking Easement Area.

3. The Pickerel Parcel Access Easement. Pickerel, as owner of the Pickerel Parcel, hereby grants to Agency and Siracusa and Fair for the benefit of the general public, and of each party to this Agreement, its successors, assigns, tenants, customers and invitees, and the customers and invitees of such tenants, and for the benefit of the Agency Parcel and the Siracusa and Fair Parcel, a nonexclusive easement for vehicular and pedestrian ingress, egress and access in, over and across the Pickerel Parcel Access Easement Area ("**the Pickerel Parcel Access Easement**"). "**The Pickerel Parcel Access Easement Area**" means and refers to the area so designated and shown on the Map of the Pickerel Parcel Access Easement, attached as Exhibit E, and legally described in Exhibit F, attached hereto and

incorporated herein by reference. Pickerel, as owner of the Pickerel Parcel Access Easement Area, shall maintain, repair, insure, and pay the taxes and other obligations incident to the Pickerel Parcel Access Easement Area, without right of reimbursement from either the Agency or Siracusa and Fair.

4. The Pickerel Parcel Dumpster Easement. Pickerel, as owner of the Pickerel Parcel, hereby grants to Siracusa and Fair for the benefit of such party, its successors, assigns, tenants, customers and invitees, and the customers and invitees of such tenants, and for the benefit of the Siracusa and Fair Parcel, a nonexclusive easement for the placement, use and maintenance of a trash dumpster, and incidental egress and access in, over and across the Pickerel Parcel ("**the Pickerel Parcel Dumpster Easement**"). "**The Pickerel Parcel Dumpster Easement Area**" means and refers to the area so designated and shown on the Map of the Pickerel Parcel Dumpster Easement, attached as Exhibit I, and legally described in Exhibit J, attached hereto and incorporated herein by reference. Pickerel, as owner of the Pickerel Parcel Dumpster Easement Area, shall maintain, repair, insure, and pay the taxes and other obligations incident to the Pickerel Parcel Dumpster Easement Area, without right of reimbursement from Siracusa and Fair.

5. Consent of Mortgage Holders. The holder of any mortgage, deed of trust or other security arrangement with respect to the property covered by the Public Parking Easement Area and/or the Pickerel Parcel Access Easement Area shall be bound by all of the terms and conditions of this Agreement, and shall sign a document evidencing such consent, and subordinating its security interest in the Public Parking Easement Area and/or the Pickerel Parcel Access Easement Area to the rights granted under this Agreement. Any holder who comes into possession of the Public Parking Easement Area and/or the Pickerel Parcel Access Easement Area, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of foreclosure, shall take such property subject to the rights granted under this Agreement.

6. Compensation for Public Parking Easement. The parties acknowledge that Siracusa and Fair, or their predecessors in interest, have incurred costs to improve the Public Parking Easement Area with landscaping, irrigation, lighting and drainage, in the amount of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00). The Agency's pro-rata share of the cost of improvements to the Public Parking Easement Area, based upon a comparison of land area and existing buildings, is One Hundred and Forty-Four Thousand Dollars (\$144,000.00), which shall be paid to Siracusa and Fair by Agency within ten (10) days of execution of this Agreement, and the written consent of any mortgage or lien holders, and the subordination of any security interests on the Public Parking Easement Area, as specified in Section 5 above. Pickerel's pro-rata share of the cost of the improvements to the Public Parking Easement Area, based upon a comparison of land area and existing buildings, is substantially equal to the value of the Pickerel Parcel Access Easement and the Pickerel Parcel Dumpster Easement, and therefore no cash payment is owed by Pickerel to Siracusa and Fair as compensation for the improvements to the Public Parking Easement Area.

7. Insurance. Each Owner shall obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance with broad form general liability endorsement in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence of bodily injury and property damage combined for their respective Parcels against the risks of bodily injury, property damage and personal injury liability.

8. No Obstructions/Interference. The parties to this Agreement shall not unreasonably interfere with the use of the Public Parking Easement, the Pickerel Parcel Access Easement, or the Pickerel Parcel Dumpster Easement by any other party or the general public. No walls, fences, or barriers of any sort or kind shall be constructed or maintained by a party within the Public Parking

Easement Area or the Pickerel Parcel Access Easement Area, provided, however, that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic or for security purposes may be installed, so long as access and use of such areas is not unreasonably impaired.

9. Public Dedication. It is the express intent of the parties that the Public Parking Easement Area and the Pickerel Parcel Access Easement Area be dedicated for use by the general public, in addition to the use of each party, and each party's successors, assigns, tenants, customers and invitees, and the customers and invitees of such tenants. Siracusa and Fair, and Pickerel, each acknowledge and agree that Agency shall retain and continue to hold the rights granted under this Agreement after the sale or transfer of ownership of the Agency Parcel, and that Agency, in its sole discretion, may transfer, assign or otherwise convey the rights granted in this Agreement to the City of Winters.

10. Covenants To Run With Land. Except as provided in Section 9 above, each of the covenants, conditions or restrictions in this Agreement shall run with the land, and shall bind successive owners of the Pickerel Parcel and/or the Siracusa and Fair Parcel. This Agreement shall be recorded against the Pickerel Parcel and the Siracusa and Fair Parcel.

11. Indemnification. Each party covenants and agrees to indemnify, defend and hold all other parties harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees, expert witness fees and other expenses, and costs of suit incurred in connection with such claims), including any actions or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any other person or entity, which occurs on any portion of the Property owned by another party arising out of a permissible use of the Public Parking Easement, the Pickerel Parcel Access Easement, or the Pickerel Parcel Dumpster Easement by the indemnifying party or as a result of the indemnifying party's failure to comply with the terms of this Agreement.

12. Termination of Agreement. Notwithstanding anything to the contrary herein, a breach of this Agreement shall NOT entitle any party to cancel, rescind, or otherwise terminate this Agreement, but such provision shall not affect in any manner any of the other rights or remedies which such party may have under law or in this Agreement including, but not limited to, those arising by reason of any breach of this Agreement. This Agreement may only be terminated by the mutual written agreement of all of the parties to this Agreement or as otherwise provided by law, and a party's non-use of one (1) or more of the easements granted under this Agreement shall not terminate the easement not being used or be deemed an abandonment of any such easement.

13. Default and Remedies.

13.1 Default. Upon any material breach of any provision of this Agreement by any party, any other party may serve written notice describing such breach to such breaching party. If such breach is not cured within ten (10) days after such written notice, such breaching party shall be in default of this Agreement. An act of condemnation by any public entity shall not be considered a default under this Agreement.

13.2 Remedies. A default under this Agreement may be enforced by any party. Any such party, in addition to any remedies it may have at law or in equity, shall have the right to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost of performance thereof, together with interest at the maximum rate allowed by law.

“Siracusa and Fair” 7 East Main Street Ste. D
Winters, CA 95694

- 14.8 Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modifications, or revision thereof, with respect to the actions and obligations of each party bound by the terms hereof. In accepting an interest in any Parcel, each owner, tenant, lessee, user and mortgagee, and trust deed beneficiary shall be deemed to take its interest knowingly and willingly subject to this time of the essence clause.
- 14.9 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between the parties.
- 14.10 Amendment. This Agreement may not be modified, changed, supplemented, superceded, cancelled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged.
- 14.11 Counterparts. This instrument may be executed in counterpart original, all of which together when executed, shall be deemed to be one (1) instrument.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written.

**WINTERS COMMUNITY
DEVELOPMENT AGENCY
("Agency")**

**JOHN AND ELIZABETH SIRACUSA, husband and
wife and PAUL AND JENNETTE FAIR, husband and
wife ("Siracusa and Fair")**

By: Woody Fridae
Board President

John Siracusa

Approved as to Form:

Elizabeth Siracusa

John C. Wallace,
Agency Attorney

Paul Fair

Jennette Fair

Attest:

**JOHN AND MELONEY PICKEREL, husband and
Wife ("Pickerel")**

Nanci Mills, Agency Clerk

John Pickerel

Meloney Pickerel

SIGNATURES MUST BE NOTARIZED



COMMUNITY DEVELOPMENT AGENCY STAFF REPORT
October 16, 2007

TO: Honorable Chairperson and Agency Members

BY: ^{ok/ll} Cas Ellena – Redevelopment & Economic Development Director *CSE*

SUBJECT: **Amendment No. 1 to Consultant Services Agreement by and Between the City of Winters and Rick Engineering Company and Request for Approval of Revised Project Budget Sheet for the Downtown Streetscape Improvement Project**

RECOMMENDATION: Staff recommends that the Community Development Agency Board of Directors: 1) Approve Amendment No. 1 to the Consultant Services Agreement by and Between the City of Winters and Rick Engineering Company; and 2) Approve Revisions to Project Budget Sheet for the Downtown Streetscape Improvement , Phase I Project.

BACKGROUND: The total Streetscape Design Guidelines and Streetscape Improvement Project budget sheet brought before the Community Development Agency ("CDA") on October 17, 2006 was \$2.086M. The CDA 2007/08 budget provided approximately \$1.3M toward streetscape improvements. On August 7, 2007, the City approved a Consultant Services Agreement (the "Agreement") with Rick Engineering Company ("Consultant") for engineering services associated with the Downtown Streetscape Improvement Project (the "Project"). The Agreement provided a not to exceed amount of \$213,000 and included an extensive public participation process and design of Main and Railroad streetscapes to a 35% design documentation phase. Improvements included: traffic calming features such as bulbouts and enhanced pedestrian crossings, parking improvements, public landscaping, etc. In September 2007, staff met with Consultant to go over the scope and proposed timelines in an effort to keep the Project within the \$1.3M 2007/2008 CDA budget and to move the Project along to ensure completion in 2008. Toward this effort, various amendments were proposed: 1) Reduction in the number of public meetings to one stakeholders meeting, including the Downtown Master Plan Committee, and two public meetings to consider alternatives (the original Agreement provided three stakeholders meetings and three public meetings); 2) Eliminate replacement of Main Street sidewalks and utilization of existing sidewalks; 3) Reduction in the amount of landscaping improvements; and 4) an increased scope to take the project out to 100% design completion (rather than 35% design under original Agreement). A copy of the Concept Plan reflecting proposed Phase I Improvements is attached. This change of scope and streamlined process would enable the Project to be bid in April of 2008, commence construction in June of 2008 and to be completed in November of 2008, prior to the holiday season.

FISCAL IMPACT: The original Agreement provides a budget of \$213,000. The Amendment proposes a budget of \$228,935. The revised total contract cost of \$228,935 replaces all costs represented in the original Agreement.

A revised Project Budget Sheet ("PBS") is attached. The CDA is being asked to approve the revised PBS of \$1.3M to replace the original PBS of \$2.086M.

ATTACHMENTS:

- Consultant Services Agreement/Amendment No. 1
- Concept Plan dated January 26, 2007
- Revised Project Budget Sheet

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



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

**CONSULTANT SERVICES AGREEMENT
AMENDMENT NO. 1**

WHEREAS, on August 7, 2007 the Community Development Agency ("AGENCY") approved a Consultant Services Agreement (the "Agreement") with Rick Engineering Company ("CONSULTANT"); and

WHEREAS, the Agreement was inadvertently executed by the City of Winters rather than the AGENCY;

WHEREAS, the AGENCY desires to amend its scope of services within the Agreement.

NOW THEREFORE BE IT RESOLVED, that the AGENCY does hereby approve Amendment No. 1 to the Agreement which replaces the Agreement in its entirety.

THIS AGREEMENT is made at Winters, California, as of October ____, 2007, by and between the AGENCY and CONSULTANT, who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the AGENCY the Services described in Exhibit "A" (7 pages), which is the CONSULTANT'S Revised Proposal dated September 26, 2007. CONSULTANT shall provide said services at the time, place, and in the manner specified by Exhibit "A".

2. **PAYMENT.** The CONSULTANT shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedules included in Exhibit "B" (7 pages), but in no event shall total compensation exceed two-hundred twenty-eight thousand, nine hundred thirty-five dollars (\$228,935), without the AGENCY's prior written approval. AGENCY shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

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

4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" (3 pages) are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general provisions.

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

EXECUTED as of day first above-stated.

COMMUNITY DEVELOPMENT AGENCY

By: _____
John W. Donlevy, Jr., Executive Director

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, AGENCY CLERK



Exhibit "A"

September 26, 2007

Mr. Asa Utterback, P.E.
Project Manager
City of Winters
318 First Street
Winters, California 95694-1923

SUBJECT: REVISED SCOPE OF SERVICES FOR DOWNTOWN STREETSCAPE,
PHASE 1 PROJECT
(RICK ENGINEERING COMPANY JOB NUMBER 15627)

Dear Mr. Utterback:

Enclosed is the revised draft scope of services based on our understanding following the meeting with the City Manger and Redevelopment Director on September 9, 2007.

The scope and fees are based on a design development thru final construction document process. The revised scope required us to re-engage or team to solicit a more in-depth analysis and approach to the project. We feel this more in-depth approach provides improvements that are more in line with the vision expressed to us by the City Manager and Redevelopment Director. Rick Engineering Company stands ready with the team to support this effort by the City of Winters. If you have any questions, please contact me at (619) 291-0707.

Sincerely,

RICK ENGINEERING COMPANY

Martin S Flores
Urban Design/Planning Director

MSF:vs:k/mydoc/text/001

Enclosures

TASK 1. EXISTING CONDITIONS SURVEY

Task 1.1 Project Set Up

- Develop and agree upon a project schedule to be implemented throughout the entire project.
- Confirm appropriate review processes/committees.
- Confirm with the City all stakeholders and regulatory agencies to be engaged during the planning and design process (stakeholder lists are to be provided by the City).
- Define public outreach and public interaction process with the City (does not include Spanish interpretation).
- Confirm project deliverables, project meetings, public meetings with various stakeholders and interested property owners, and workshops, defined in this scope of services and integrate into the master project schedule.
- Work with the City to set up a working 'Technical Committee', to entities such as appropriate city agencies and others stakeholders, to review work and help guide the overall public process.
- Review of local building materials, manufactures and craftsman to locate and engage local representation in the supply of materials and services for the project.



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

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

Task 1.3 Review of Existing Conditions

Site Issues and Opportunities

- Identify through consultation with City staff full range of the project area, including: infrastructure, and other implementation regulatory issues that need to be addressed early in the process.
- Identify and review diagram streets, alleys, block, building, and open space typologies.
- Review of previous transportation reports, goals and vision for vehicles, bicyclists, transit and pedestrians in the project area, as provided by the City of Winters.
- Review the proposed traffic calming concepts and other ADA needs as provided by the City of Winters.

Deliverables:

- Revised Scope and fee (if necessary), and Project Schedule.

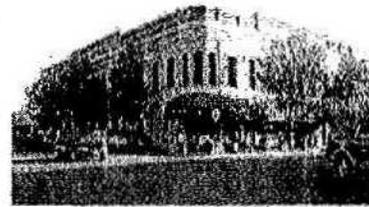
Meetings:

- o Meetings with the City and Redevelopment Agency. (2)
- o Meetings with other stakeholder groups as directed or required. (1)
- o Team Meetings. (2)

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

TASK 2 – DESIGN DEVELOPMENT

This task will lay the foundations for the project in terms of affirming goals and the overall vision based on the City of Winters Downtown Master Plan for the project area. A working session with the City and Redevelopment Agency will be utilized to develop (2) design schemes that will become the focus for the first Public Meeting. A key set of design and development criteria will be developed during this task with input from the public meeting. One preferred scheme will be generated which will become the basis for the construction document submittal.



Confirm conceptual scope of project physical improvements used as the basis for this proposal, as shown on the document titled "Concept Plan, Downtown Streetscape Improvements – Phase 1, City of Winters" by Ponticello Enterprises, dated January 26, 2006. (defined project limits are showed on figure #1)

Task 2.1 Working Meetings to define Goals and Vision

- Through a working meeting, the consultant team with the City and Redevelopment Agency will develop a two designs and development options to evaluate elements such as bulb-outs, signage, pedestrian lighting, outdoor seating, sidewalk paving, tree planting, landscape systems, street drainage, street furnishings, mid-block crossing and circulation metrics.

Task 2.2 Preliminary Design and Development Criteria

- Coordinate vendor supplied review of street furnishing and hardscape paving systems by City and stakeholder.
- Two alternative schemes, plan, sections and illustrations

Task 2.3 Design Development Phase Engineering

Prepare construction documents to approximately 30 percent completion. Included in this scope of work are the following tasks:

- Establish horizontal and vertical alignment of proposed curbs. Includes analysis for two alternative solutions to pedestrian crossing design. Curb returns will be evaluated for both ramp and flush access transition from sidewalks to crosswalks.
- Define limits of pavements removal and replacement.
- Establish location of new or re-located streetlights.
- Establish location of new or re-located fire hydrants (if required).
- Layout of proposed striping and signage.
- Prepare a Preliminary Engineers Opinion of Probable Construction Costs.

- Review available drainage studies provided by the City of Winters and confirm, through consultation with City, design storm event and drainage facilities design criteria to be used for the project.
- Calculate storm runoff for the proposed design improvements and locate new storm drain inlets and new storm drain laterals. It is assumed that the existing main-line storm drain system will not be modified except to establish points of connection for proposed storm drain laterals. Preliminary storm drain sizes determined in this task will be based on normal depth calculations. Prepare an executive summary of the analysis results. Discuss recommendations for proposed new lateral facilities, potential limitations of the existing main-line storm drain system, and compatibility of proposed new lateral facilities with both the existing main-line storm drain system and future main-line storm drain system (based on the "City of Winters Storm Drainage Master Plan," dated May 19, 1992, prepared by CH2M Hill) with City staff.

Deliverables:

- Two design development options. Preferred alternative will be incorporated into the 30% construction documents.
- Prepare approximately 30% construction documents of preferred alternative.
- Executive summary of drainage analysis (1 revision if necessary).

Meetings:

- Interactive meeting with the City and Redevelopment Agency to review design development options. (Review design schemes and costs relative to City budget) (2)
- Team Meetings. (3)
- Meetings with other key stakeholder groups. (1)
- Public Meeting #1: Community "Kick-off" Workshop to introduce team, reconfirm existing Goals, and Site Issues based on the City of Winters Master Plan. Presentation of two alternatives

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

TASK 3 – FINAL 90%-100% CONSTRUCTION DOCUMENTS

Finalize the construction documents based on City approval of or direction for minor modification to the 30 percent Design/Development documents. Included in this work are the following tasks:



Task 3.1 90% Improvement Plans:

Deliverables:

Prepare a set of Improvement Plans to include the following

- Title and Detail Sheets.
- City Standards Notes.
- Demolition Plan.
- Proposed Curb Horizontal Control Plan.
- Improvement Plan sheets showing; proposed curb and hardscape vertical control (Plan view only), new or re-located fire hydrants (if necessary), and asphalt paving.
- Storm Drain Plan and Profiles.
- Streetlight Plan.

- o Signage and Striping Plan.
- o Planting Plan.
- o Hardscape Plan.
- o Irrigation Plan.
- o Prepare a 90% engineers opinion of probable construction costs.

Meetings:

- o Interactive meeting with City and Redevelopment Agency to review 90% construction documents (1).
- o Public Meeting #2; Community review of 90% documentation.
- o Team Meetings (2).

Task 3.2 Final 100% Improvements Plans

- Minor revisions to 90% construction documents per City, Redevelopment Agency and stakeholder comments (1 revision).

Deliverables:

- o Final Improvement Plans Elements, same as Task 3.1

Meetings:

- o Meeting with City and Redevelopment Agency to review 100% construction documents. (1)

Task 3.3 Final Drainage Report:

- Prepare a Final Drainage Report. The report will include hydrologic calculations for surface runoff from the project area, hydraulic calculations for street flow width and depth, hydraulic calculations for inlet sizing, and hydraulic grade line calculations for new storm drain lateral facilities from the proposed inlets to connections with the existing storm drain system.

Deliverables:

- o Final Drainage Report.

Meetings:

- o Team Meeting. (1)

TASK 4 - POST DESIGN SERVICES

Included in this scope of work are the following tasks:

Deliverables:

- o Respond to Requests for Information (RFI) during the bid and construction phase.
- o Coordinate preparation of print package of plan bid set and project technical reports for contractor bidding.

Meetings:

- o Attend pre-bid meetings. (1)
- o Attend on-site pre-construction meeting. (1)
- o Attend on-site meetings during construction.(3)

TASK 5 - CONSTRUCTION STAKING SERVICES

Deliverables:

- Project Limit Stakes – Mark project limits where needed as coordinated with contractor.
- Storm Drain Stakes - Provide stakes for storm drain manholes, inlets, and main line pipes. Assumes approximately 7 manholes, 10 inlets and 300 lineal feet of mainline pipes on Main and Railroad Streets.
- Curb Stakes – Provide stakes for approximately 1000 lineal feet of curb.
- Streetlight Stakes – Provide streetlights staking (assumes approximately 7 streetlights).
- Fire Hydrant Stakes – Provide stakes for new or relocated fire hydrants. (if necessary)

Meetings:

- Attend pre-construction meeting.

TASK 6 - BASE MAPPING

- Perform aerial survey for color orthophoto of the downtown master plan area as indicated in the City of Winters Downtown Master Plan (January 2006-Public Distribution Draft) with spot elevations at street intersections.
- Perform aerial survey and 20' scale mapping at 1 foot contour interval for construction documents. Mapping shall include Main Street from First Street to Railroad Avenue, Railroad Avenue from Main Street to East Abbey Street, including intersections. Where the ground surface is indiscernible from aerial photographs (i.e. roof overhangs, trees, heavy brush and parked vehicles), contour locations will be estimated. All compiling of topography will be compatible with AutoCAD and graphics will be scaled for plotting at a scale of 1"=20'.
- Perform a limited field survey as required to establish; pavement grades at interface to proposed improvements; horizontal and vertical location of existing curbs; dry utility structures; water appurtenances; and invert elevations of sanitary sewer manholes and storm drain structures in the vicinity of the subject project. Tie out existing utility locations marked on pavement by Underground Service Alert as provided by the City. Establish existing building finished floor elevations for buildings fronting the project. Measure approximate locations of building basements that encroach under the public sidewalk where identified by the City.
- Perform a limited boundary survey necessary to locate existing points of record in the field. This information will be used to facilitate an accurate plot of the public right-of-ways in the vicinity of the project. Included in this item is the setting in the field of horizontal and vertical control points.
- Prepare a utility base map of existing utilities in the vicinity of the subject project. It is assumed that the City will provide available records and plans of existing utility improvements. The existing utilities will be plotted according to their record locations and adjusted to meet the field located surface features as described above.

Deliverables:

- Colored aerial orthophoto of Downtown Master Plan area.
- Construction documents base map including aerial topographic mapping, field surveyed spot elevations, street right-of-ways, and underground utilities.



TASK 7 - SUB-CONSULTANT ON-CALL SERVICES

Services for the enclosed sub-consultants are on an as-needed basis not to exceed fee amount. Services required outside of those described in the attached documents, or in excess of the budgeted fee amounts will require additional authorization.

- o ATM Engineering - Structural
- o GEOCON - Geotechnical
- o Valley Utility Services - Dry Utility Services
- o EIP - Environmental

Exclusions:

- o Subsurface locating of utilities.
- o The scope and fee assumes that the City of Winters will provide the hydraulic grade line for the existing storm drain system. If additional research or analysis is needed to determine the hydraulic grade line for the existing storm drain system, a separate scope and fee will be provided.
- o Hydrologic calculations or hydraulic grade line calculations for existing storm drain main line system located under Railroad Avenue.
- o Hydraulic or hydrologic calculations for flood insurance studies or other Federal Emergency Management Agency (FEMA) floodplain requirements. Note: the project site is not located in a special flood hazard area (SFHA), based on FEMA Flood Insurance Rate Map Panel Number 0602450001C, dated November 20, 1998.
- o Preparation of Storm Water Pollution Prevention Plan (SWPPP) or other related services.
- o Preparation of storm water quality management plan or other storm water quality management reports or studies, or design of storm water quality treatment devices or other storm water Best Management Practices (BMP). Note: the City of Winters is not subject to Stormwater Management Program requirements based on "Yolo County Stormwater Management Program (SWMP) Planning Document," dated October 2004, prepared by Larry Walker Associates.
- o Environmental permitting or other environmental work of any nature.
- o Monitoring services of any kind.
- o Erosion control plans.
- o Changes in scope of design after the start of working drawings.
- o Design of water, and sewer facilities, and storm drain main lines except as required to connect new inlets to existing storm drain systems.
- o Evaluation of condition of existing sidewalks to remain along the north and south side of main street and west side of Railroad Avenue.
- o Design of removal and replacement of curb and sidewalk except at the defined intersection bulb-outs and along the east side of Railroad Avenue.
- o Construction specifications.
- o Phasing and Traffic Control Plans.
- o Potholing of existing utilities.
- o Coordination with contiguous property owners regarding possible restriction of access during construction and permission to construct outside of limits of public right-of-way.
- o Right-of-way or easement dedication or abandonment documents.
- o Any other services which are not defined in the above listed services.

MSP/ra/myd/proposal/115627.001

Exhibit "B"

Fee Schedule

We will perform the services described above for the fees listed below. Items 1-8 will be billed on a fixed fee basis as percent complete. Items 9-11 will be billed as time and materials not to exceed without prior authorization.

Winter Downtown Streetscape

Work Elements	TOTAL
1. Task #1 - Existing Conditions Survey	\$ 11,600
2. Task #2 -Design Development Planning/Engineering Public Meeting #1	\$ 41,200
3. Task #3.1 - Construction Documentation 90% Public Meeting #2	\$ 76,500
4. Task #3.2 - Construction Documentation 100%	\$ 18,000
6. Task #3.3 - Final Drainage Report	\$ 12,000
6. Task #4 - Post Design Services	\$ 10,560
7. Task #5 - Construction Staking Services	\$ 13,500
8. Task #6 - Base Mapping	\$ 20,000
9. Structural Engineer	\$ 5,000
10. Geotechnical Engineering	\$ 5,000
11. Utility Coordination	\$ 5,200
12. Environmental Engineering	\$ 5,375
13. Printing/Misc. Expenses	\$ 5,000
TOTAL	\$ 228,935



Proposal No. LS-07-092
September 7, 2007

VIA ELECTRONIC AND U.S. MAIL

Martin Flores
Director of Urban Design/Planning
Rick Engineering Company
5620 Friars Road
San Diego, California 92110

Subject: DOWNTOWN STREETSCAPE IMPROVEMENTS, PHASE I
CITY OF WINTERS, CALIFORNIA
PROPOSAL FOR ON-CALL GEOTECHNICAL SERVICES

Dear Mr. Flores:

We are pleased to be part of your team for the subject project. Based on our experience with similar projects, this proposal outlines a potential scope of geotechnical services that we may be requested to provide on an on-call basis.

BACKGROUND AND PURPOSE

We understand the Phase I improvement area includes Main Street between First Street and Railroad Avenue. New/improved streetscape elements will likely include sidewalks, pavements, drainage, and landscaping areas.

The purpose of our on-call services will be to provide geotechnical recommendations to assist with preparation of improvement plans and specifications.

SCOPE OF SERVICES

Based on our understanding of the project, we may be requested to:

- Perform a site reconnaissance to review existing conditions,
- Review plans, details and specifications (provided by others) to evaluate possible geotechnical value-engineering alternatives,
- Provide telephone consultation and attend project meetings,
- Prepare project correspondence as necessary.

PROPOSED FEES

Without a specifically defined scope, we would provide the services described herein on a time and expense basis. A not-to-exceed budget of \$5,000 would allow us approximately 32 hours of professional consulting and approximately 6 hours of administrative time, plus expenses.

This proposal does not include any scope or fees associated with subsurface exploration, soil sampling, laboratory testing, or evaluation or identification of environmental contamination. We can prepare a proposal for additional services upon request.

Our fees are based on our *2006 Schedule of Fees for Geotechnical & Materials Testing Services/Terms and Conditions*, which is incorporated into and made a part of this proposal, and current subcontractor rates.

CONTRACT EXECUTION

Please carefully review the contents of this proposal and the enclosed *2006 Schedule of Fees for Geotechnical & Materials Testing Services* and the *Terms and Conditions for Performance of Services* (Terms). If they meet with your approval, execute both copies of the Terms and return both copies to our office. We will then sign the documents and return one fully executed copy to you. We will commence with the scope of services outlined herein upon receipt of your written authorization to proceed on the basis of, and conditions set forth in, the Terms and *Schedule of Fees for Geotechnical & Materials Testing Services* enclosed herewith. Services provided by Geoccon will be pursuant to the Terms and *Schedule of Fees for Geotechnical & Materials Testing Services* until or unless a mutually agreed upon, negotiated contract is finalized.

We look forward to working with you on this project. Please contact us if you have any questions regarding this proposal or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.


Robert G. Nixon, PE, GE
Area Manager, Geotechnical Services


Jeremy J. Zorno, PE, GE
Senior Project Engineer

RGN:JJZ:jaj

(1) Addressee

Attachments: 2006 Schedule of Fees for Geotechnical & Materials Testing Services
Terms and Conditions for Performance of Services



September 17, 2007

Mr. Martin Flores
Rick Engineering
5620 Friars Road - Suite 100
San Diego CA - 92110

RE: Winters Downtown Streetscape Project -Phase 1 (Revised)

Dear Mr. Flores,

The following is our proposal for consulting, work on the above mentioned project:

Investigation, Consulting, Coordination, Meetings, and Budget Preparation

40/hrs \$130:00/Hr \$ 5,200.00

This proposal is based on conceptual street improvement plan, Page 1 of 1, issued 01/26/07 and highlighted by Rick engineering and attached herein. The consulting rate is a T& M rate capped at \$5200.00 to be used on an "as needed" basis for a one year period. If additional services are requested beyond one year period or if the cap is met, a new term and cap can be negotiated at that time.

Investigation, Consulting, Coordination, Meetings, and Budget Preparation

The goal of the consulting work to be performed is to assist Rick Engineering, via their direction, in obtaining dry utility research, coordination, and processing as may be needed in the Winters Downtown Streetscape Improvements. The scope of work will include, but not be limited to, the following:

1. Preliminary site investigation for existing dry utilities facilities and easements.
2. Obtain and circulate plans and information to dry utility companies for conflict review.
3. Determine dry utility project requirements such as real estate needs, feed points if needed, routing, timing and potential conflicts.
4. Initiate processing for any dry utility work needed as result of this project.
5. Organize and attend meetings with City of Winters, Rick Engineering and dry utility companies as needed.

EIP

ATTACHMENT A



SCOPE OF WORK AND COST ESTIMATE FOR THE CITY OF WINTERS DOWNTOWN STREETSCAPE IMPROVEMENT CATEGORICAL EXEMPTION

PROJECT UNDERSTANDING, APPROACH, AND SCOPE OF WORK

This proposed scope of work is based on PBS&J/EIP's current understanding of the proposed action of performing streetscape improvement within Downtown Winters along the alley north of Main Street from Railroad Avenue to First Street. The anticipated streetscape improvements would require replacement of existing water and sewer systems, the undergrounding of overhead utilities, and resurfacing and reconfiguration of existing interior parking lots. These actions would be in the second phase of an overall Streetscape Improvement Plan which would develop Streetscape Design Guidelines for downtown public rights of way and identify a preliminary Streetscape Design based on the proposed guidelines.

Based on our current understanding of the project, we propose to prepare a Categorical Exemption for the second phase under both Class 1 and Class 2, pursuant to the California Environmental Quality Act (CEQA) Guidelines 15301(c) and 15302(c,d) respectively. The Categorical Exemption will provide a project description to include the preliminary Streetscape Design, the anticipated specific actions associated with implementation of the proposed project, a location map of the trees, and a description of the mitigations that the City would implement to ensure that there is no significant effect on the environment. Practical mitigation measures will be developed and incorporated as part of the project. Based on our current understanding of the project, we expect that adequate mitigation measures incorporated as part of the project would not have a significant effect on the environment pursuant to the Categorical Exemption criteria as stated in the CEQA Guidelines.

PBS&J/EIP understands that the City of Winters has not finalized the specific development plans resulting from implementation of the Streetscape Improvement Plan. Therefore, it is possible that this scope of work may not address some of the specific components of the project. Therefore, if it is determined at a later date that the level of effort changes or the development associated with this action would trigger additional CEQA analysis, a separate scope of work addressing the necessary CEQA actions would be prepared and submitted to the Lead Agency by PBS&J/EIP.

Task 1: Prepare the Project Description

PBS&J/EIP will use information provided by Cunningham Engineering, Rick Engineering, or the Lead Agency staff to formulate a description of the proposed project to be included in the Categorical Exemption. The project description will contain a discussion of project background, nature, purpose, and beneficiaries of the project. The project description will incorporate the aspects of the project that will all it to meet the no significant effect criteria of a Class 1 and Class 2 Categorical Exemption under CEQA.

Task 2: Prepare the Notice of Exemption

PBS&J/EIP will prepare an administrative draft of the Notice of Exemption (NOE) using Appendix E of the CEQA Guidelines using the project description. The NOE will include a detailed rationale for the reasons why the project is exempt, including information to be provided by Cunningham Engineering, Rick Engineering, or the

ATTACHMENT A

Lead Agency. The NOE will be submitted to the Lead Agency for review and comments. PBS&J/EIP will incorporate comments and prepare a Final NOE. PBS&J/EIP will then submit the NOE to the State Clearinghouse for a 30-day period of public review and Yolo County Clerk. PBS&J/EIP will provide the lead agency with 10 copies of the NOE.

COST

Total cost for completion of the two tasks listed above, plus expenses, is \$5,375.00. Attachment B provides a breakdown of tasks, personnel assigned to each task, hours allotted, billing rates, and direct expenses. Attachment C provides a current Billing Rate Schedule for PBS&J/EIP. Should it be determined by the Lead Agency that an NOE is not appropriate, PBS&J/EIP will cease all work on the NOE and would prepare additional scope and budget at the request of the lead agency. The projected cost is based on the following key assumptions:

- PBS&J/EIP will strictly adhere to the scope of work presented above;
- No technical studies or field work will be conducted for the NOE;
- No more than 10 copies of the final NOE will be printed by EIP;
- No significant delays in the NOE preparation process will be experienced that are beyond the control of EIP; and
- No additional documentation beyond that described in this scope will be required.

SCHEDULE

PBS&J/EIP shall negotiate the specific terms of the schedule with the Lead Agency and the appropriate consultants.

RE Winters Downtown Streetscape- Phase 1.txt
From: Tim McPartland [TMcPartland@atmengineering.com]
Sent: Tuesday, June 26, 2007 11:29 AM
To: Martin Flores
Subject: RE: Winters Downtown Streetscape- Phase 1

Hi Martin,
Although it's difficult to anticipate the potential scope of structural services for project, I would suggest an allowance of \$2500 to \$5000 for potential site visits and/or schematic details which may need to be prepared to illustrate how an existing basement may impact street improvements or how the existing basements could be handled. Of course it could be less or even just amount to a little input. Again, it's hard to tell for sure. I have sent our hourly rates to Veronica. Please call anytime if you would like to discuss. Thanks.

Tim McPartland
ATM Engineering
2969 Prospect Park Drive, suite 100
Rancho Cordova, CA 95670
916-859-7300 Phone
916 844-6828 Cell
916-859-7304 Fax
tim@atmengineering.com

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

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

cancellation, or change in coverage.

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

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

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

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

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

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

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

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

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

Acceptance of insurance certificates and endorsements required under this Agreement

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

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

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

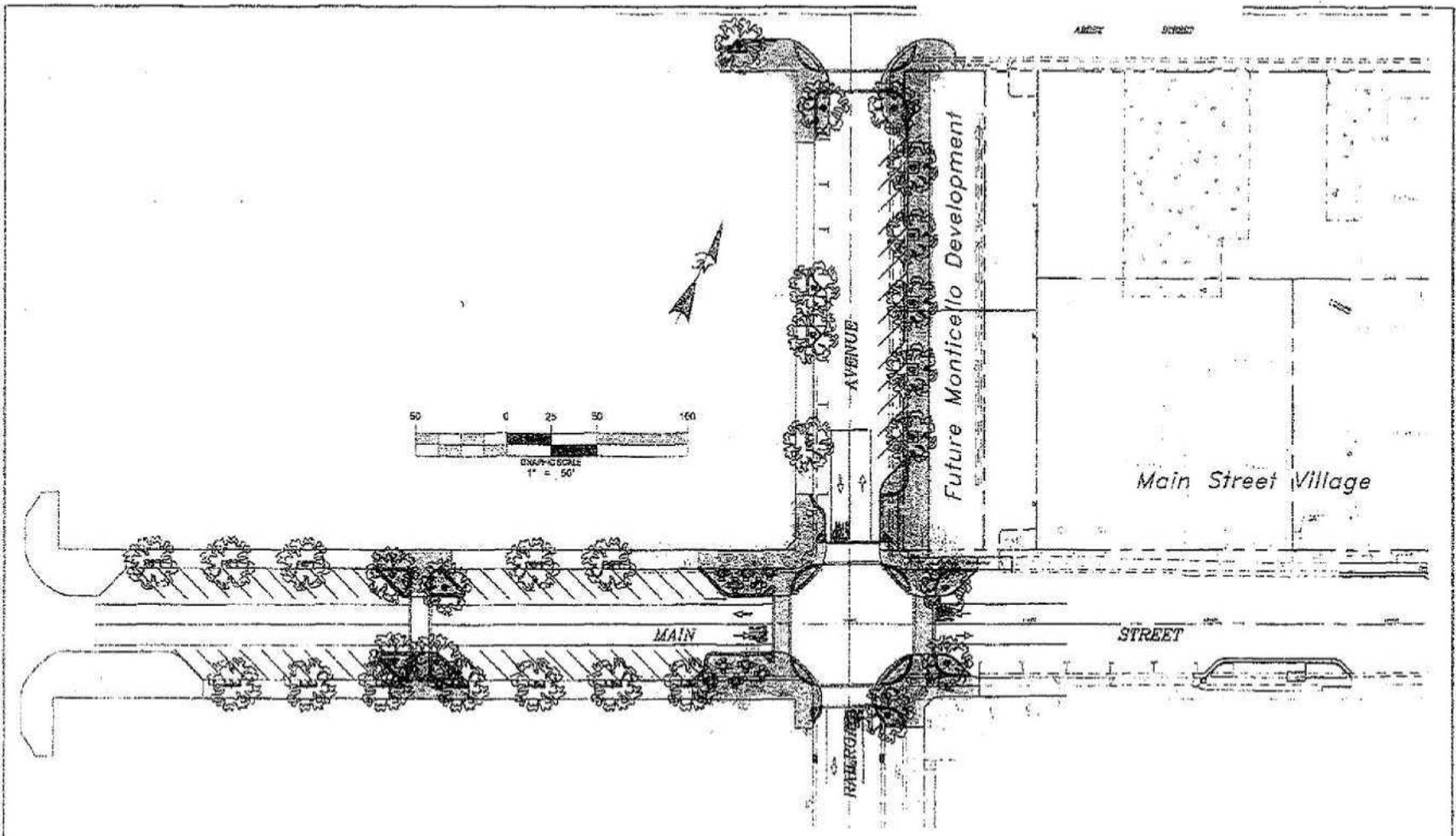
The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

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

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

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

Bill made
clear signs
for library
pave - ds




PONTICELLO ENTERPRISES
 CONSULTING ENGINEERS
 277 Drake Street, Suite 101
 Modesto, CA 95208
 Phone: (209) 522-5003
 Fax: (209) 522-5442

CONCEPT PLAN
 DOWNTOWN STREETScape IMPROVEMENTS - Phase I
 City of Winters

DATE: JAN 26, 2007
 BY: A. UTTERBACK
 PAGE 1 OF 7



COMMUNITY DEVELOPMENT AGENCY STAFF REPORT
October 16, 2007

TO: Honorable Chairperson and Community Development Agency Members

BY: Cas Ellena – Redevelopment & Economic Development Director 

SUBJECT: **Authorization to Enter into Contract, at a Not to Exceed Amount of \$10,000 each, with an Economics Consulting Firm for the preparation of two Market Studies, one Commercial and one Residential, Specific to the Monticello Project**

RECOMMENDATION: Staff recommends that the Community Development Agency ("CDA") authorize staff to enter into contract, at a not to exceed amount of \$10,000 each, with an economics consulting firm for the preparation of two market studies, one commercial and one residential, specific to the Monticello Project.

DISCUSSION: Special legal council, consultants, and staff are moving forward with the preparation of a Disposition and Development Agreement ("DDA") by and between the CDA and Monticello Investors (the "Developer") which will come before the CDA in draft form at a subsequent CDA meeting. As the Monticello Project moves forward with the application process and the DDA process, it has become clear that the economy is substantially different than it was when development of the CDA property on Railroad Avenue between Main and Abbey Street was first conceived. Staff and Developer desire to move the project application along as quickly as possible in an attempt to have a completed project by September 2009. However, at this early stage of development and prior to finalization of the DDA it would be advantageous to hire an economics consulting firm to analyze the current market conditions and project what market conditions may be like in 2009/2010 when the Project would be completed. Sale of the residential units would be a key component in the viability of the Project as would the ability to lease out the commercial space. A new pro-forma of the project is currently being prepared which would take into consideration today's construction costs and an expanded footprint. (The expanded footprint would be contingent upon the City vacating a portion of Abbey Street). The timeline for the Project is very tight and staff is making every attempt streamline the process when possible. At the writing of this staff report, a specific economic consulting firm had not yet been identified, however staff is contacting various economics consulting firms, specializing in this market, for proposals and anticipates that the specific firm will be identified prior to the October 16th CDA meeting. The City's boiler plate Consultant Services Agreement will be used this contract.

FISCAL IMPACT: Preliminary inquiries indicate each market study (residential and commercial) would cost approximately \$6,000 to \$10,000. Staff is requesting the CDA authorize a not to exceed amount of \$20,000 (up to \$10,000 for each study) for the preparation of a residential and a commercial market study.