



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, February 5, 2008
7:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Michael Martin, Mayor Pro Tempore
Harold Anderson
Cecilia Aguiar-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 January 15, 2008 (pp 1-7)
- B. Approval to Purchase Replacement for Pump 1 at El Rio Villa Lift Station in the amount of \$ 13,740.36 (pp 8-9)

PRESENTATIONS

1. Public Safety Facility Update Report. Police Chief Bruce Muramoto, Fire Chief Scott Dozier, and Architect Dennis Dong will present the project's site plan and programming for Council review (pp 10-64)

DISCUSSION ITEMS

1. Public Safety Facility, Project No. 05-03 to approve the revised Project Budget Sheet (PBS) for the Public Safety Facility, Project No. 05-03, consider and approve the proposed floor plan and site plan and authorize the City Manager to execute a contract amendment with Calpo, Hom and Dong Architects (CH&D), in the amount of \$342,000, for design services (pp 65-77)
2. Authorization to execute a Professional Services Contract with ZSI Incorporated in the amount of \$284,973 for design and implementation of citywide SCADA System (pp 78-88)
3. Photovoltaic Solar Project, to approve application by MP2 Capital to the California Solar Initiative to construct a 300 kWh solar at the Waste Water Treatment Facility site, for electrical consumption at the facility (pp 89-99)
4. Receive Informational Update Regarding Phase I of the Downtown Streetscape Improvement Project (pp 100-123)
5. Resolution 2008-04, Adopting a Sewer System Management Plan, Development Plan, and Schedule per State Water Resources Control Board Order No. 2006-0003-DWQ (pp 124-127)

COMMUNITY DEVELOPMENT AGENCY

1. Facade Improvement Application – 111-115 Main Street (APN 003-201-15) (pp 128-139)
 2. Facade Improvement Application – 200, 202, 204, 206 and 208 Railroad Avenue and 3 Russell Street (APN 003-203-12) (pp 140-156)
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CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

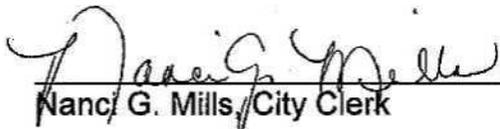
1. Treasurer Report November 2007
2. Investment Report November 2007

EXECUTIVE SESSION - CDA

1. Real Property Negotiation of the Community Development Agency regarding Karen Ogando, proposed transferee - City of Winters Railroad Avenue property (east side, between Main and Abbey Streets), California Government Code Section 54956.8 (Under Separate Cover)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the February 5, 2008, 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 January 30, 2008, and made available to the public during normal business hours.


Nancy G. Mills, City Clerk

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

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

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

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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, January 15, 2008

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

Those present were Council Members Aguiar-Curry, Anderson, Martin and Mayor Fridae. Also present were City Manager John Donlevy, Community Development Director Dan Sokolow, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Director of Financial Management Shelly Gunby, Management Analysts Dawn Van Dyke and Carol Scianna, Chief Building Official Gene Ashdown, Associate Elliot Landes, and City Clerk Nanci Mills. Absent was Council Member Stone.

Approval of Agenda: City Manager Donlevy indicated the Proclamations for the AFS students will not be presented tonight, but rather at the Citizen of the Year Dinner to be held on Saturday, January 26, 2008. The agenda, with this change, was approved unanimously, with Council Member Stone absent.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council held on December 18, 2007
- B. Purchase of Ford F250 Utility Service Truck. Funding source is the Work Force Housing Grant in the amount of \$23, 699.44
- C. Purchase of 80 Hp Flygt pump for East Street Lift Station in the amount of \$31,715 plus tax
- D. Request for street closure on 2/19/2008 for Tour of California Bike Race
- E. Letter of Support for North Valley Sponsoring Committee, Brian Heller de Leon
- F. Proclamations for AFS Foreign Exchange Students Tatiana Carillo, Helene Martinsen, Anja Sperling, and Khachonyot Yaempradit

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, with Council Member Stone absent.

PRESENTATIONS

The Proclamations that were to be presented to AFS Foreign Exchange Students Tatiana Carillo, Helene Martinsen, Anja Sperling, and Khachonyot Yaempradit were not presented at the City Council Meeting, but will be done so at the Citizen of the Year celebration to be held on January 26, 2008.

DISCUSSION ITEMS

- 1. Second reading and adoption of Ordinance 2008-03 to approve a rezone (Planned Development Overlay) and Planned Development (PD) Permit No. 2008-01 for the Casitas at Winters Tentative Subdivision Map project (APNs 003-450-15, 003-450-16, and 003-450-17)**

Community Development Director Dan Sokolow gave an overview. Mayor Fridae opened the public hearing at 7:38 p.m. and closed the public hearing at 7:38 p.m. Council Member Anderson made a motion to adopt Ordinance 2008-03 to approve a rezone (Planned Development Overlay) and Planned Development (PD) Permit No. 2008-01 for the Casitas at Winters Tentative Subdivision Map project (APNs 003-450-15, 003-450-16, and 003-450-17). Seconded by Council Member Martin. Motion carried 3-1 with the following roll call vote:

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

- 2. Continued Public Hearing and approval of Ordinance No. 2008-02 to adopt provisions of Title 15 (Buildings and Construction) of the Winters Municipal Code and to adopt amendments and appendixes to the California Building Codes**

Community Development Director Dan Sokolow gave an overview. Mayor Fridae opened the public hearing at 7:42 p.m. and closed the public hearing at 7:42 p.m. Council Member Aguiar-Curry thanked Chief Building Inspector Gene Ashdown for taking steps to prepare the community by holding workshops regarding the 2008 Building Code changes. Mayor Fridae also commended Chief Building Inspector Ashdown for being pro-active regarding the new building codes.

Council Member Aguiar-Curry made a motion to adopt Ordinance No. 2008-02 to adopt provisions of Title 15 (Buildings and Construction) of the Winters Municipal

Code and to adopt amendments and appendixes to the California Building Codes. Seconded by Council Member Martin. Motion carried with the following roll call vote:

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

3. Public Hearing and First Reading of Fees Project Ordinance

This item is being continued to the February 5, 2008 City Council meeting.

4. Second Reading and Adoption of Ordinance 2008-01, an Ordinance of the City of Winters, Eliminating the Existing Time Limit on Incurring Debt and Amending Certain Time Limitations with Respect to the Redevelopment Plan for the Winters Community Development Agency Project Area

Redevelopment & Economic Development Director Cas Ellena gave an overview. Council Member Aguiar-Curry made a motion to waive the second reading and adopt Ordinance 2008-01, eliminating the existing time limit on incurring debt and amending certain time limitations with respect to the Redevelopment Plan for the Winters Community Development Agency Project Area. Seconded by Council Member Anderson. Motion carried with the following roll call vote:

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

5. Alternative timelines available for installation of water meters

City Manager John Donlevy gave an overview, recommending that the City Council authorize Staff to embark on a rate study needed to establish a base rate. Council Member Martin requested a report based on consumption by those homes that currently have meters, which have been installed but are not currently being utilized. City Manager Donlevy indicated a rate study would be the first step, followed by a fee program, fee schedule and implementation. Director of Financial Management Gunby indicated a rate study would have to be

*Winters City Council Minutes
Meeting of January 15, 2008*

completed in order to create a fee schedule. According to Council Member Anderson, while it was assumed there would be new homes built in Winters by this time, due to the non-construction of these homes, the City of Winters falls below 3,000, the number of customers required to be considered an "urban water supplier." Due to this fact, there is no urgency to implement the installation of water meters. Council Member Martin also asked if the City of Winters might receive information from other cities whom are the approximate size of Winters to find out if they're metered, and what their current fee structure might be.

Mayor Fridae opened the public hearing at 8:12 p.m.

Sandy Vickrey, a Property Manager representing multiple property owners, spoke in favor of utility bills being issued to the user, and not the owner, making the tenants responsible for utility payments.

Gail Wingard, 910 Apricot, asked the City Council to table this item until additional information could be provided to the citizens, who should have a say in the meter installation process. He requested that the City conduct a rate study, review expenditures, and review the existing charges.

Mayor Fridae closed the public hearing at 8:37 p.m.

Mayor Fridae stated fees based on water consumption would be beneficial and recommended Items 2 and 3 of the Staff Report to develop and advertise a Request for Proposals for a rate review and study, and the preparation of a comprehensive schedule and implementation program. This will give us the information needed to see if moving forward is necessary. Council Member Martin agreed.

Director of Financial Management Gunby suggested City staff come back to a future meeting with options, rates and a timing plan with a one year lead-in. She suggested that residents receive two invoices - one to reflect the flat rate and the other to reflect usage based on actual consumption.

Mr. Wingard suggested the formation of a committee comprised of 5-7 citizens to review the rate study and to receive their input. He stated the senior citizens and low income residents are not receiving this information, although City Manager Donlevy stated there had been workshops, two public hearings, information on Charter Cable Channel 20, as well as information mailed to each residence.

Council Member Aguiar-Curry made a motion to approve recommendations 2 and 3 of the Staff Report, to develop and advertise a Request for Proposals for a rate review and study, and the preparation of a comprehensive schedule and implementation program. She also requested to bring recommendation 1, proceed with a plan for City-wide installation of water meters and billing beginning in 2010 after the study has been completed, back to a future City

Council meeting. Council Member Aguiar-Curry also requested that consumption v.s. flat fee comparisons be distributed to residents along with Public Outreach information regarding water conservation.

Director of Financial Management Gunby stated due to the requirements of Proposition 218, there is a 45-day notice period where residents must be notified of any fee increases, which is also followed by a protest period.

Motion seconded by Council Member Martin. Motion carried unanimously.

COMMUNITY DEVELOPMENT AGENCY

1. Resolution 2008-01 Authorizing Agreement Between Golden Capital Network, Yolo County, the City of Davis, the City of West Sacramento, the City of Winters, and the City of Woodland regarding joint participation in a Local/Regional Angel Investment Fund Network

Chairman Martin opened the Community Development Agency at 9:20 p.m. Economic Development Director/Asst. Executive Director-CDA Cas Ellena gave an overview.

Although the Agency agreed at the 11/20/07 CDA meeting to joint participation of no more than \$10,000 (\$5,000 per year), Agency Member Aguiar-Curry was apprehensive and didn't know if this was the best way to spend \$10,000. City Manager Donlevy indicated this money would get the City of Winters "a seat at the table", and increasing our opportunities by giving us exposure to the investors.

At the direction of the CDA, Asst. Executive Director Ellena recommended to the other participants one-half of the amount, or \$5,000 (\$2,500 per year.) Yolo County agreed, but the Cities of Davis, Woodland and West Sacramento were "receptive, but not responsive." She also suggested that the City of Winters host an event.

Agency Member Anderson took umbrage to the fact that the Cities of Davis, West Sacramento and Woodland were not willing to work with us and due to the comparative size of Winters did not feel that the City of Winters was considered to be a full partner. He asked what would we get for \$10,000?

Agency Member Martin had concerns about the lack of a development plan.

Agency Member Fridae made a motion to approve Resolution 2008-01 authorizing the agreement between Golden Capital Network, Yolo County, the

Cities of Davis, West Sacramento, and Woodland regarding joint participation in a Local/Regional Angel Investment Fund Network, and authorize participation at \$5,000 per year for two years. Seconded by Agency Chairman Martin. Motion did not pass with a 2/2 vote as per the following roll call vote:

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

Agency Member Fridae then made a motion to approve Resolution 2008-01 authorizing the agreement between Golden Capital Network, Yolo County, the Cities of Davis, West Sacramento, and Woodland regarding joint participation in a Local/Regional Angel Investment Fund Network, and authorize participation at **\$2,500** per year for two years. Seconded by Agency Member Aguiar-Curry. Motion carried with the following roll call vote:

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

CITY MANAGER REPORT: None

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry was excited that the Farmers Market grant is moving forward, where the City of Winters will be partnering with Davis Farmers Market. She also reminded everyone to attend the Citizen of the Year celebration to be held at the Fire House on Saturday, January 26.

Council Member Anderson stated there is a workshop on Winters Earth Program to be held on Tuesday, January 29 from 6:30 p.m. to 9:30 p.m. at the Palms. He asked the City Manager if he could extend an invitation to WPCCC, requesting Rich Marovich to present a power point presentation on the Before/After work done on Dry Creek.

Mayor Fridae invited the Council Members to a reception to be held at the Davis Library on January 23 for the new County librarian, Patty Wong, and asked the City Manager if she could be invited to attend a future City Council meeting to give a current status of the new Winters Library.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT

Mayor Fridae adjourned the meeting at 9:50 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: February 5, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Management Analyst *CS*
SUBJECT: Approval to Purchase Replacement for Pump 1 at El Rio Villa Lift Station in the amount of \$13,740.36 from Valley Pump and Motor Works

RECOMMENDATION:

Staff recommends the purchase of 15 hp Paco pump to replace Pump 1 at El Rio Villa the cost of the new pump is \$14,940.36. This quote includes labor for installation with the exclusion of electrical costs or switches. Valley Pump has reduced the above cost by \$1200.00, which is a refund from the costs incurred for the rental pump used at the site. This will be the second Paco pump purchased for this lift station within the last four months. Currently, the lift station is running on just one pump; two pumps are required to ensure the system operates in a reliable manner.

BACKGROUND:

In July 2007, Pump 3 at El Rio Villa experienced a pump failure. The City proceeded in purchasing a new replacement pump, which was installed mid-November. At the time of this failure it was noted that Pump 1 was also pulling too much amperage which was indicative that Pump 1 was experiencing problems as well. While waiting for the delivery of replacement pump 3, pump 1 also failed.

With both pumps inoperable, it was necessary to connect a rental pump to the system to handle the effluent load requirements at the lift station.

We now have the new pump 3 installed and with the purchase and installation of the remaining Paco pump the lift station will have two new units. This lift station also requires the use of two booster pumps to assist the operation of the Paco pumps and staff is in the process of evaluating and possibly upgrading the booster pumps as well. These improvements will complete the entire pump upgrades at the El Rio Villa lift station.

FISCAL IMPACT: Replacement Cost is \$13,740.36 plus electrical installation

624-57913-690
622

VALLEY PUMP & MOTOR WORKS, INC.
470 NO. GEORGE WASHINGTON BLVD.
YUBA CITY, CA 95993
530-673-2930 OR FAX 530-673-4840

jb1895@hotmail.com

A FINANCE CHARGE OF 1.8% WILL BE CHARGED ON MONTHLY BALANCE

QUOTATION/PROPOSAL/CONTRACT
JANUARY 15, 2008

ECO RESOURCES
201 EAST STREET
WINTERS, CA 95694

ATTENTION: WES

REFERENCE: 1- SUBMERSIBLE SEWAGE PUMP FOR EL RIO VILLA - 310 GPM @90' TDH

- 1 PACO MODEL 58-495-11 (4" DISCHARGE) TYPE QDN, WITH A 15HP, 1750 RPM 3 PHASE SUBMERSIBLE MOTOR WITH 30' CORD PLUS O'RING, LESS ELBOW ASSEMBLY

MATERIAL	\$12,998.00
TAX	942.36
FREIGHT	200.00
LABOR	<u>800.00</u>

TOTAL ON ABOVE \$14,940.36

DELIVERY - 8 TO 10 WEEKS

NOTE: #1 - NO SWITCHES OR ELECTRICAL ON THIS QUOTE
#2 - IF NEW PUMP IS PURCHASED FROM VALLEY PUMP THE RENTAL CHARGE ON BY PASS SYSTEM OF \$1,200.00 WILL BE DEDUCTED FROM TOTAL ABOVE.

We Propose hereby to furnish material and labor - complete in accordance with above specifications

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature Jersey B... ..

Note: This proposal may be withdrawn by us if not Accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance _____



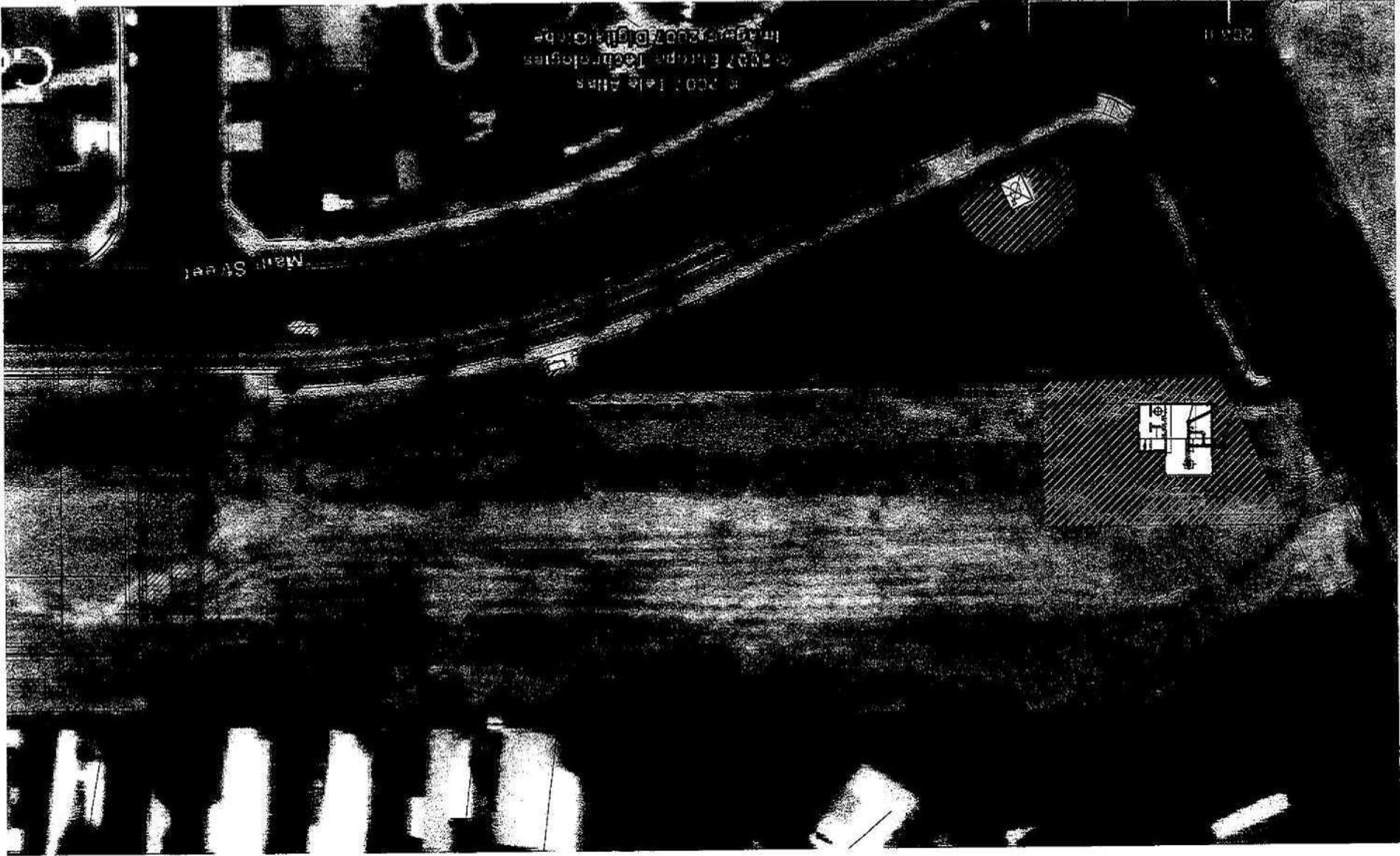
MASTER SITE PLANNING
CITY OF WINTERS POLICE~FIRE FACILITY

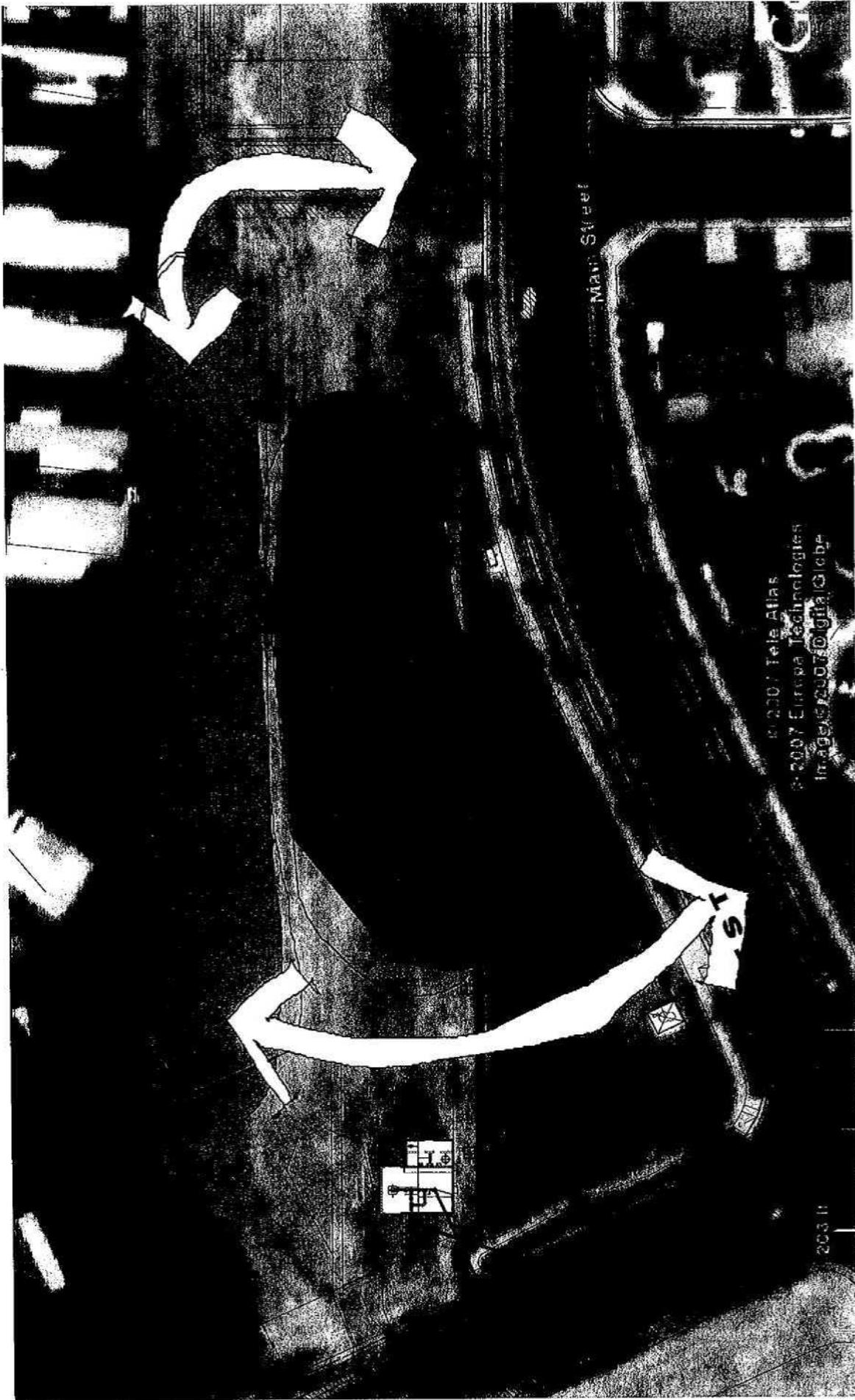


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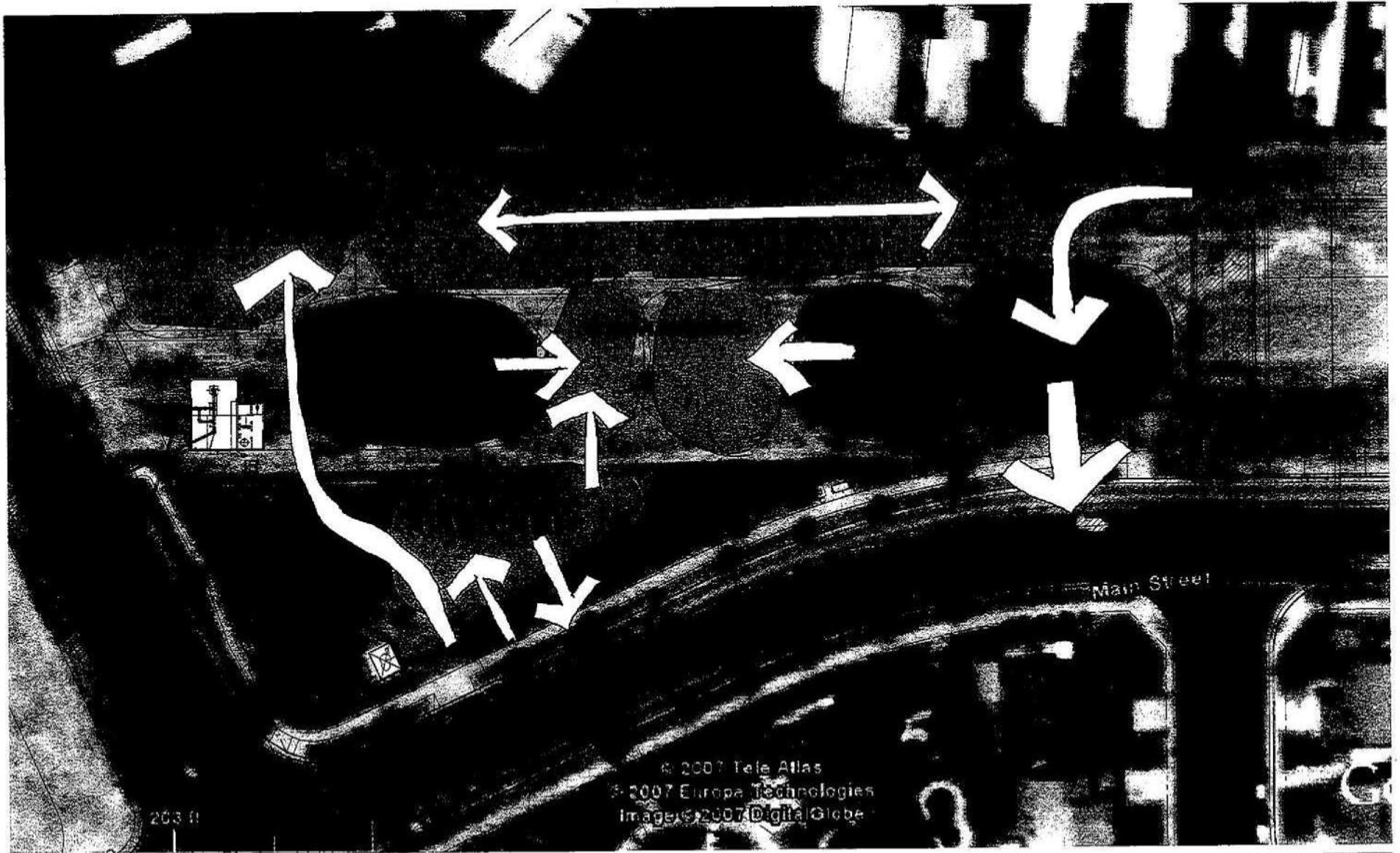
CITY OF WINTERS POLICE~FIRE FACILITY

SITE PARAMETERS





SITE LAYOUT
CITY OF WINTERS POLICE ~ FIRE FACILITY

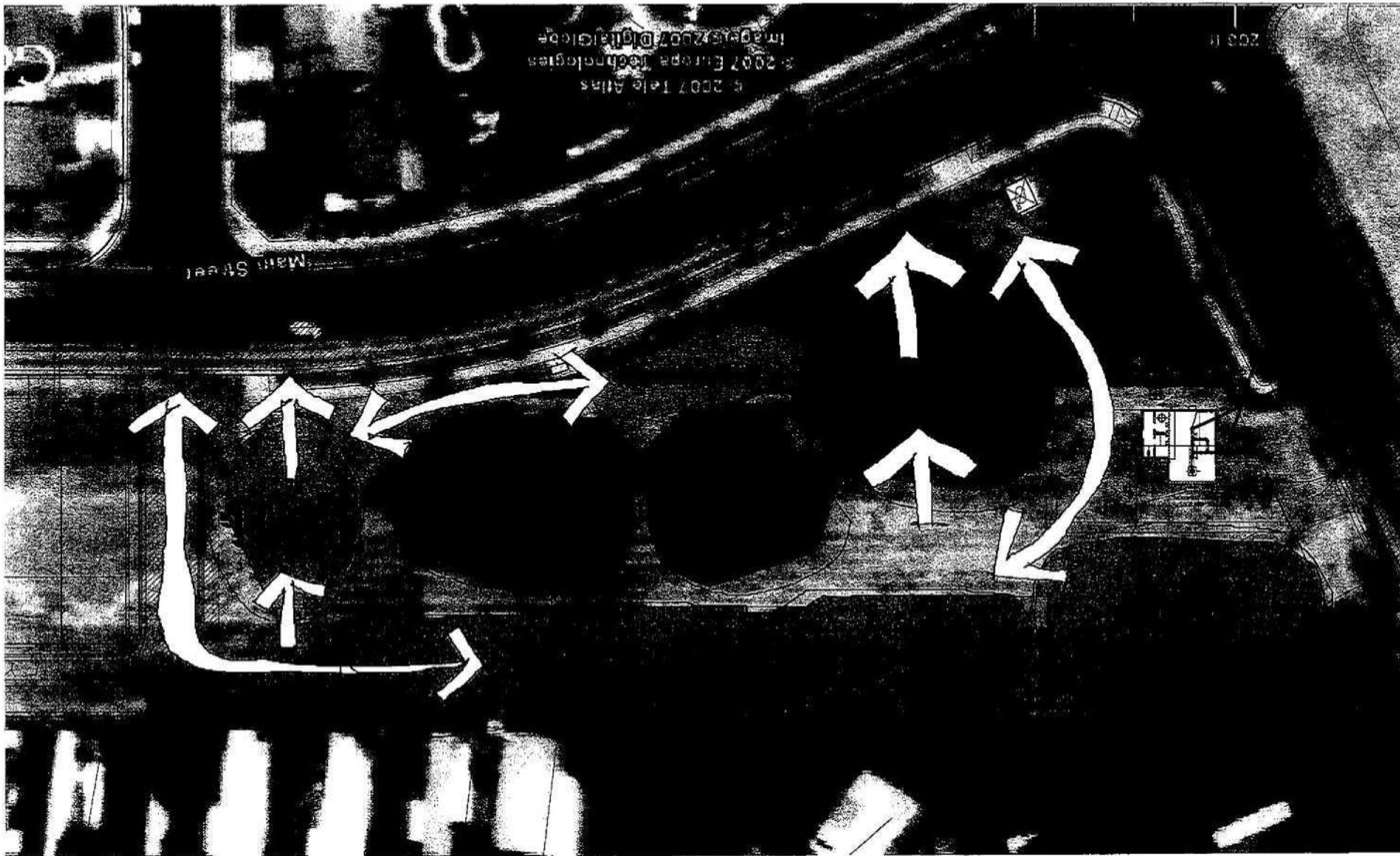


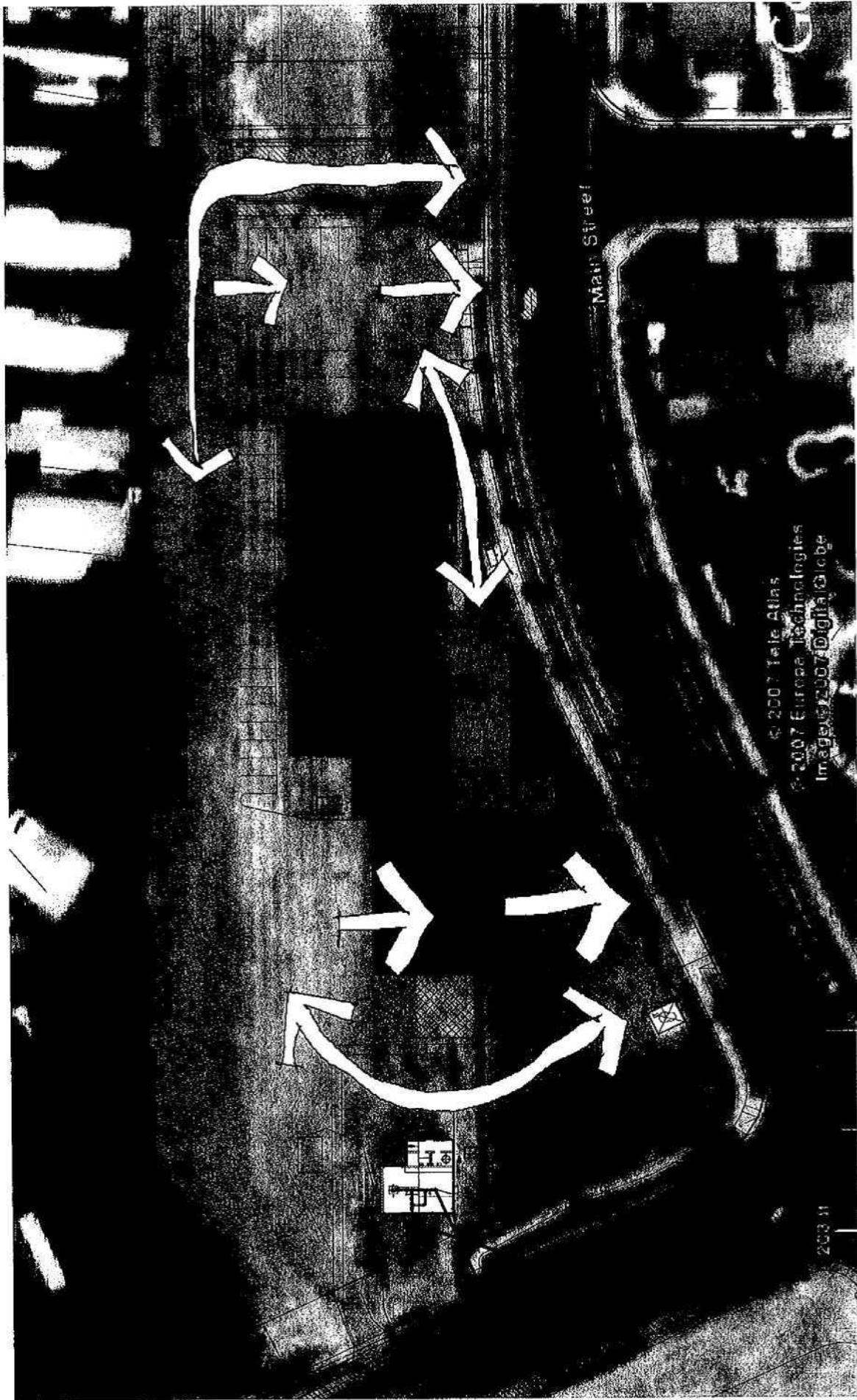
SITE LAYOUT SCHEME A
CITY OF WINTERS POLICE-FIRE FACILITY



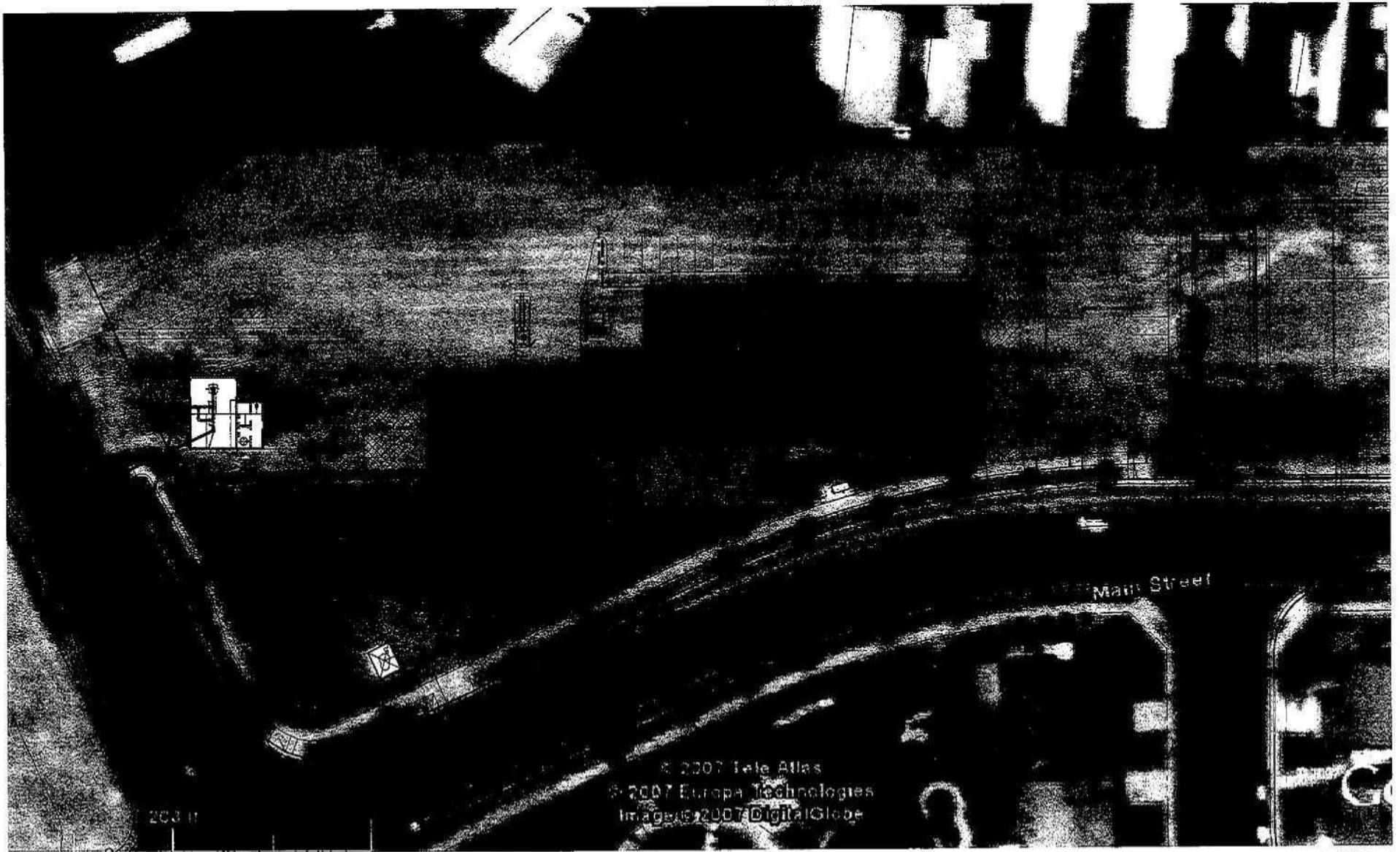
CITY OF WINTERS POLICE-FIRE FACILITY

SITE LAYOUT SCHEME B



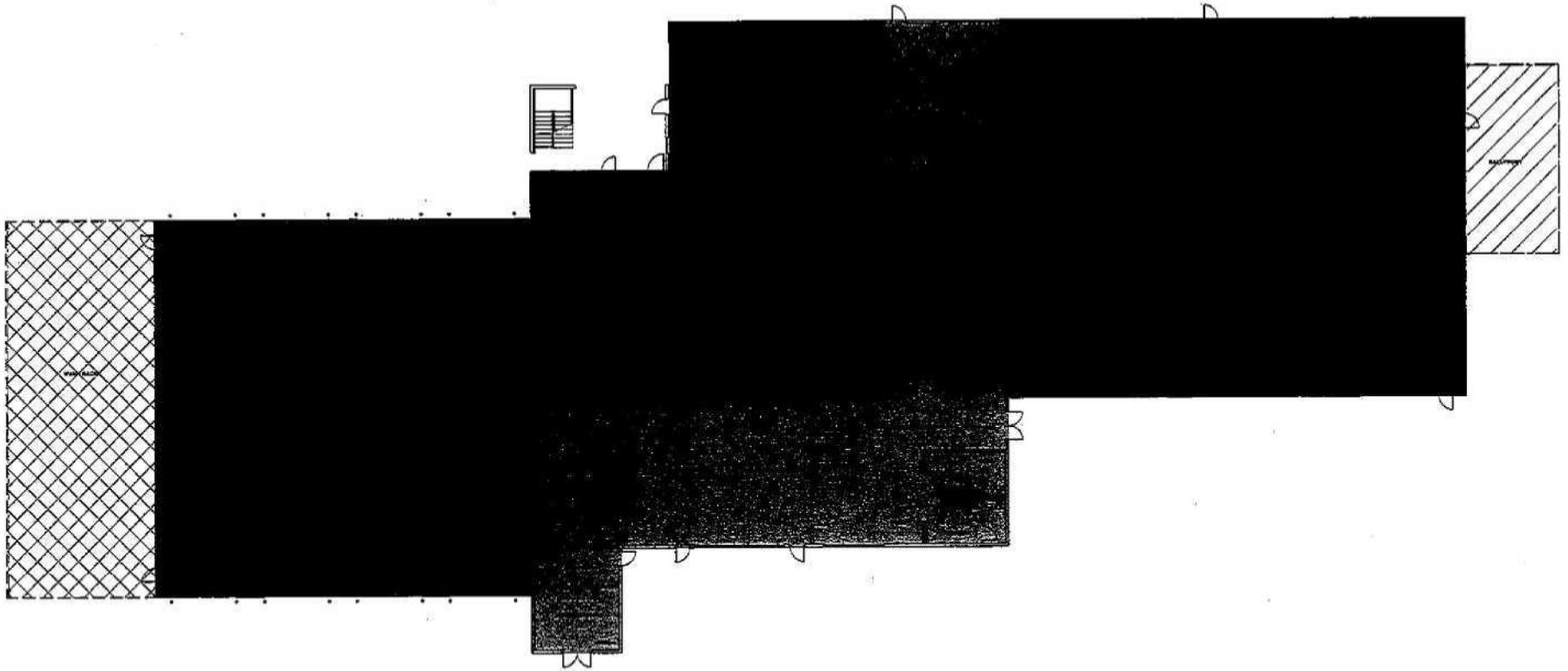


SITE LAYOUT SCHEME B
CITY OF WINTERS POLICE ~ FIRE FACILITY



SITE LAYOUT SCHEME B
CITY OF WINTERS POLICE~FIRE FACILITY



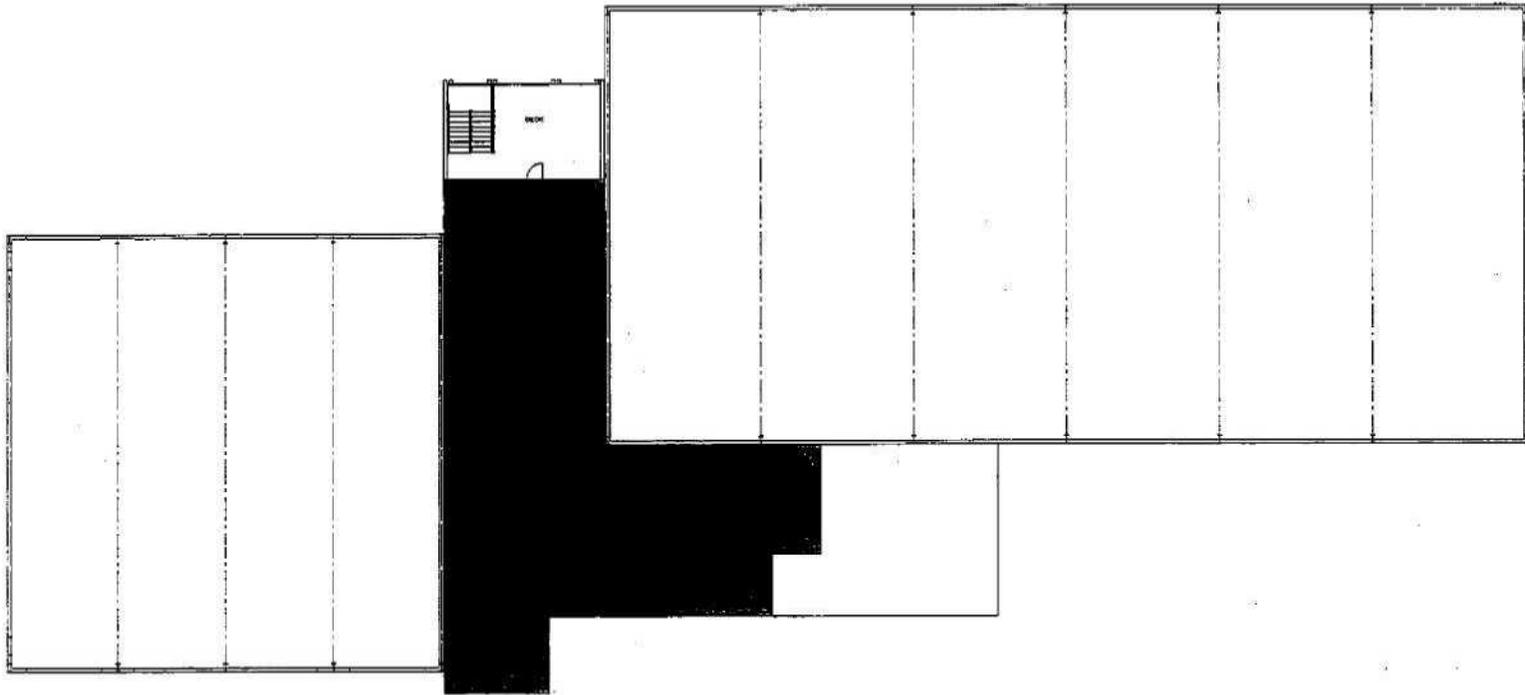


FIRST FLOOR PLAN SCHEME B
CITY OF WINTERS POLICE~FIRE FACILITY

+/-25,253 SF



FORM 1. 2000

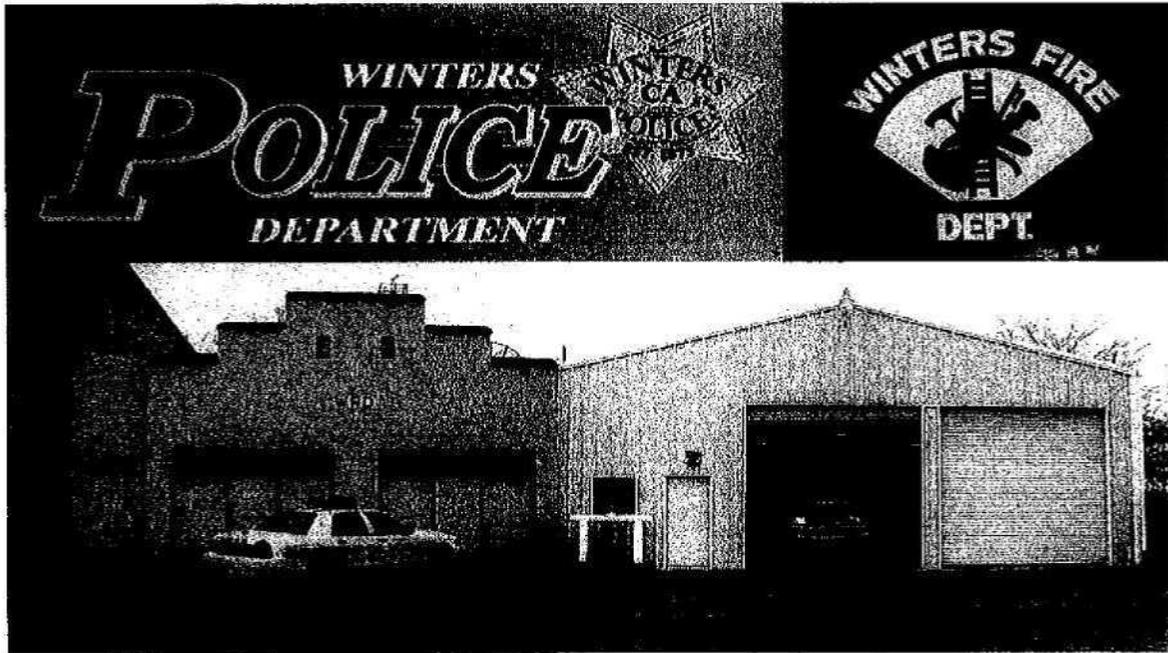


SECOND FLOOR PLAN SCHEME B

CITY OF WINTERS POLICE~FIRE FACILITY

+/-3,800 SF





City of Winters
Police-Fire Facility

Detailed Space Requirements

Calpo Hom & Dong Architects, Sacramento
January 8, 2008



This report provides the City of Winters, and the Public Safety Department, with programming findings and conclusion upon which planning, design, and construction decisions can be made regarding new proposed Police-Fire Facility, in Winters Creek, California.

Each element of this report provides analysis and findings which are critical to subsequent sections. This report is flexible to allow for planners to react to variances from the assumptions about the space requirements reflected in the analysis.

The existing Public Safety Department is housed in separate Police and Fire Facilities. The Fire Department is housed in Fire Station 26, which is composed of three separate buildings interconnected, and is +/-10,708 square feet. The Police Department is housed in the former Fire Station, adjacent to City Hall, in a one-story +/-2,520 square foot building. The facilities are currently inadequate for existing operational issues and requirements. Constructed for different and now outdated technologies, the space available within the existing facilities is approximately two-fifths of the Department's current needs. This situation is not only becoming disruptive to the daily operations of the Departments, but also compromises the operational efficiencies of both Departments. With increasing production demands on the City, and with more stringent regulations dictating the Department's operations, the present Public Safety Department will have difficulties sustaining substantial future growth of the City.

REPORT METHODOLOGY

Interviews were conducted with Department Personnel, discussing current and projected staffing levels, inter-department adjacencies, and current and projected space requirements.

To develop staffing level projections, each User Group within the Police and Fire Departments was asked about their staffing estimates through the year 2025, based on workload indicators, and assumptions regarding growth. These estimates were then discussed and reviewed, and adjusted accordingly.

Please Note: Staffing Level Projections were developed solely for identifying facility requirements, and should not be construed as a Staffing Plan, per se.

SPACE REQUIREMENTS PROJECTIONS

Upon development of the Staffing Level Projections, Space Projections were developed by:

1. Applying Space Standards to Staff Projections for workspace needs.
2. Determining through interviews, requirements for special equipment and storage spaces.
3. Determining through interviews, requirements for public and shared spaces, including conference/training rooms, waiting/reception areas, break rooms, locker/restroom areas, etc.

These space-projection numbers are then combined to form each department's space requirements, taking into consideration the fact that certain areas (Training Rooms, Break Rooms) will be shared with other departments within the Facility.

ADJACENCY DIAGRAMS

In order to determine the occupants for both existing and future facilities, it is essential to understand the workings of the organization. No one group of Department adjacencies is more important than another, although, as it was determined through interviews, the adjacencies amongst Cleaning, Construction, Technical Services, Safety, and the Warehouse form the backbone of the Department's operational efficiencies.

Adjacency Diagrams are only building blocks for subsequent phases of the program. These organizational adjacencies translate into facility adjacencies during the planning and design phases of the Police-Fire Facility, and help direct the final layout and overall size of the facility.

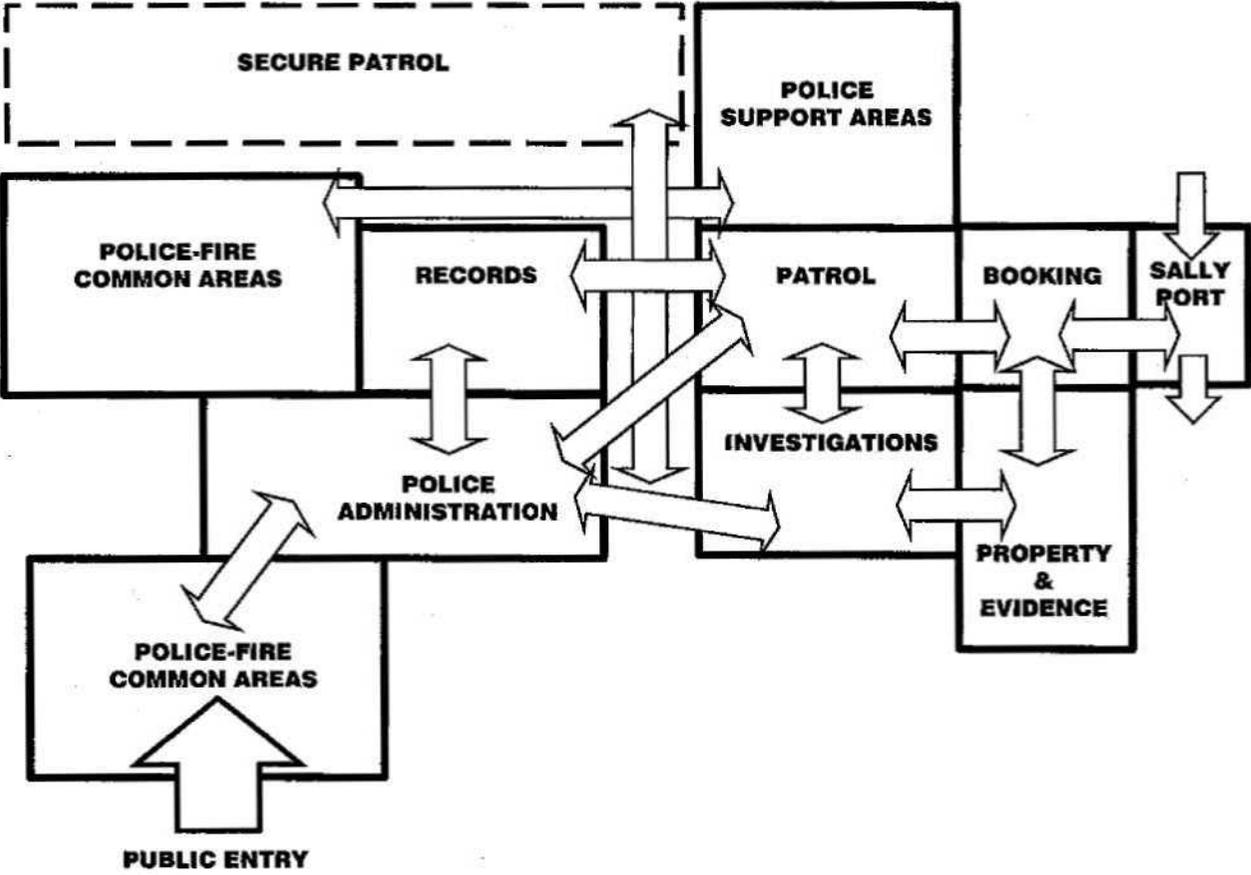
FUNCTIONAL DESCRIPTION AND SPECIAL PLANNING CRITERIA

Following each User Group's Adjacency Diagram, is a summary of the operational issues and special concerns to be included in the planning stages of the facility. These specific factors affect the overall adjacencies of the Division, as well as the efficiency and operation of each group.

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: OVERALL

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:

POLICE LARGE STORAGE

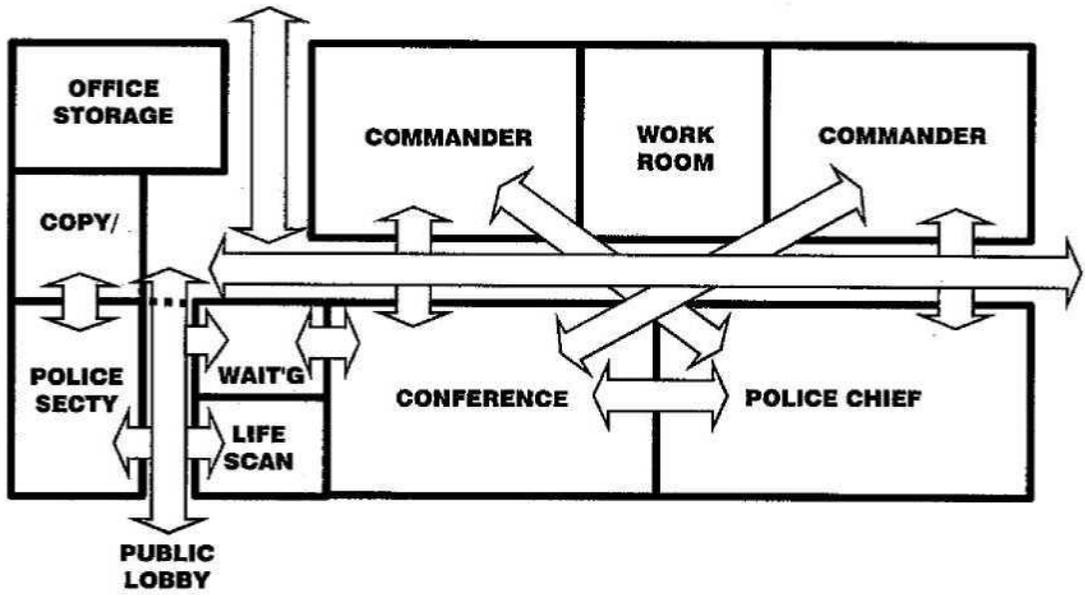


CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: ADMINISTRATION

WORKSTATIONS Position/Title/Function	Space Standard	Projected Quantities				Net Square Feet			
		2008	2015	2020	2025	2008	2015	2020	2025
Police Chief	351	1	1	1	1	197	351	351	351
Assistant Chief / Commander	200	0	1	1	1	0	200	200	200
Commander	200	0	1	1	1	0	200	200	200
Reception / Waiting	40	0	1	1	1	0	40	40	40
Police Secretary	120	1	1	2	3	120	120	240	360
Life Scan	70	0	1	1	1	0	70	70	70
Work Space	100	0	2	2	2	0	200	200	200
						0	0	0	0
Conference Room	350	0	1	1	1	0	350	350	350
Copy / Fax	120	1	1	1	1	50	120	120	120
Office Storage	100	0	1	1	1	0	100	100	100
Lobby	150	1	*	*	*	106	*	*	*
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
* Included in Commons						0	0	0	0
						0	0	0	0
Subtotal - Support Spaces		4	11	12	13	473	1,751	1,871	1,991
Circulation Allowance	30%					142	525	561	597
						0	0	0	0
						0	0	0	0
						0	0	0	0
TOTAL NET SQUARE FEET						615	2,276	2,432	2,588
EQUIPMENT / SPECIAL AREAS	Space Standard	Projected Quantities				Net Square Feet			
		2008	2015	2020	2025	2008	2015	2020	2025
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
Subtotal - EQUIP/SPECIAL AREAS						0	0	0	0
Circulation Allowance	30%					0	0	0	0
TOTAL NET SQUARE FEET						0	0	0	0
GRAND TOTAL NET SQUARE FEET						615	2,276	2,432	2,588

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: ADMINISTRATION

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: **ADMINISTRATION**

FUNCTIONAL DESCRIPTION:

- **Oversee Department-wide Operations.**
- **Provide Department-wide Information Management.**
- **Establish Department-wide Budget Management.**
- **Provide Department-wide Administration Oversight.**

SPECIAL PLANNING CRITERIA:

- **Conference Room Facility to hold Staff Meetings and Training Sessions**
- **Acoustical sound construction for Offices and Meeting Rooms**
- **Phone and Data outlets throughout.**
- **Wireless Network capabilities**
- **Flexible Office space**

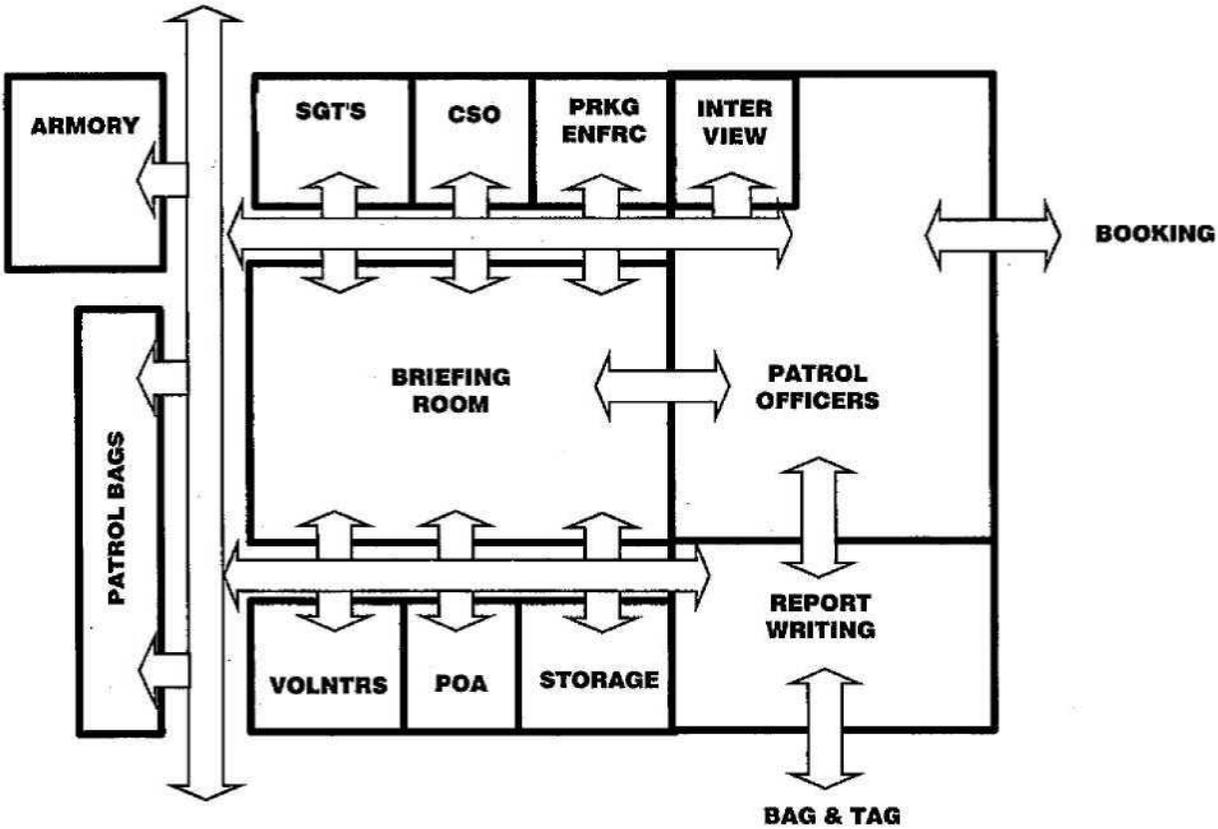
CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: PATROL

WORKSTATIONS Position/Title/Function	Space Standard	Projected Quantities				Net Square Feet			
		2008	2015	2020	2025	2008	2015	2020	2025
Sergeants	100	2	2	2	2	*	200	200	200
Patrol Officers	64	5	6	8	8	197	384	512	512
Community Services Officer	80	1	1	1	1	*	80	80	80
Parking Enforcement	64	0	1	1	1	0	64	64	64
Volunteers	150	0	1	1	1	0	150	150	150
POA Office	100	0	1	1	1	0	100	100	100
Storage	70	1	1	1	1	73	70	70	70
Briefing Room	350	1	1	1	1	208	350	350	350
Report Writing	250	1	1	1	1	112	250	250	250
Interview Room	80	0	1	1	1	0	80	80	80
Patrol Bag Storage	100	0	1	1	1	0	100	100	100
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
* Included in Patrol Officers						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
Subtotal - Support Spaces		11	17	19	19	590	1,828	1,956	1,956
Circulation Allowance	30%					177	548	587	587
						0	0	0	0
						0	0	0	0
						0	0	0	0
TOTAL NET SQUARE FEET						767	2,376	2,543	2,543
EQUIPMENT / SPECIAL AREAS	Space Standard	Projected Quantities				Net Square Feet			
		2008	2015	2020	2025	2008	2015	2020	2025
Armory	150	0	1	1	1	0	150	150	150
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
Subtotal - EQUIP/SPECIAL AREAS						0	150	150	150
Circulation Allowance	30%					0	45	45	45
TOTAL NET SQUARE FEET						0	195	195	195
GRAND TOTAL NET SQUARE FEET						767	2,571	2,738	2,738

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: PATROL

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:

SECURE PATROL CAR PARKING



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: **PATROL**

FUNCTIONAL DESCRIPTION:

- Oversee Patrol Operations.
- Provide visual supervision at Booking

SPECIAL PLANNING CRITERIA:

- Acoustical sound construction for Offices and Interview Rooms
- Phone and Data outlets throughout.
- Wireless Network capabilities
- Security monitoring equipment for Interview Room
- One-Way Vision Glass overlooking Booking Area
- Direct access to Patrol Cars, Armory, and Patrol Bags
- Security building construction for Armory

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: **INVESTIGATIONS**

FUNCTIONAL DESCRIPTION:

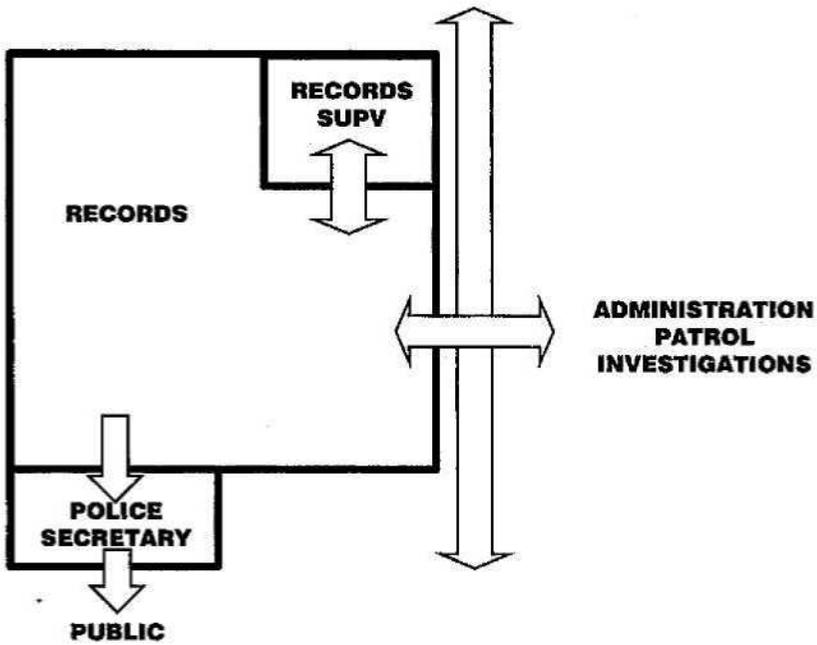
- Oversee Investigations Operations.

SPECIAL PLANNING CRITERIA:

- Acoustical sound construction for Offices and Interview Rooms
- Phone and Data outlets throughout.
- Wireless Network capabilities
- Security monitoring equipment for Interview Room

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: RECORDS

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: RECORDS

FUNCTIONAL DESCRIPTION:

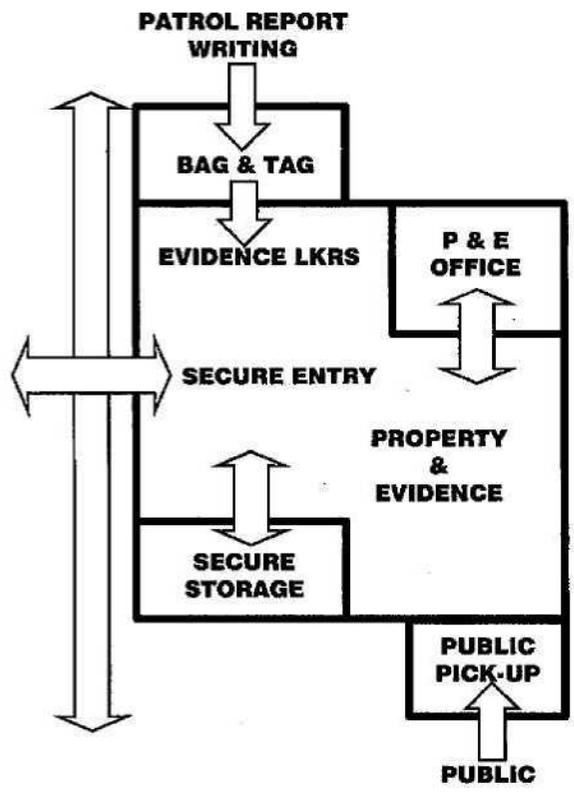
- Oversee Records Operations.

SPECIAL PLANNING CRITERIA:

- Mobile storage racks for Records
- Security door hardware

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: PROPERTY & EVIDENCE

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: **PROPERTY & EVIDENCE**

FUNCTIONAL DESCRIPTION:

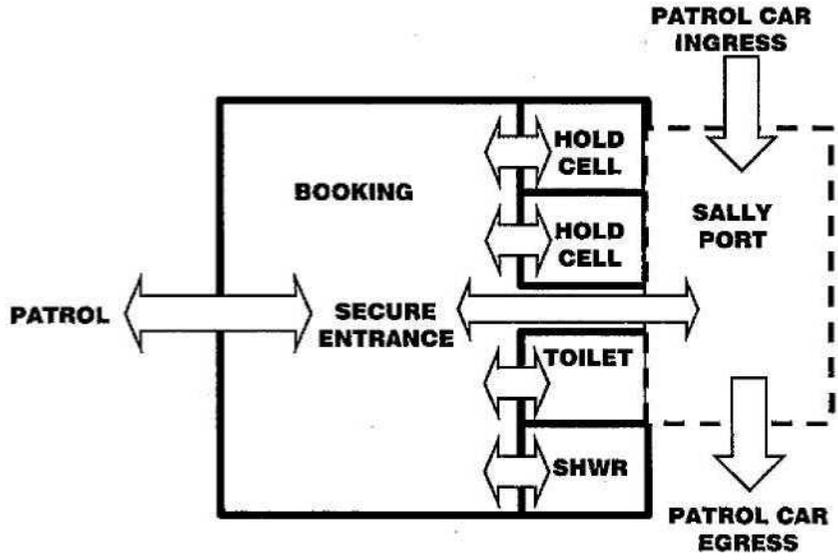
- Oversee Property and Evidence Operations.

SPECIAL PLANNING CRITERIA:

- Specialized equipment for Bag & Tag Area
- Pass-through Evidence Lockers
- Security door hardware
- Security building construction for Secure Storage

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: BOOKING

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: **BOOKING**

FUNCTIONAL DESCRIPTION:

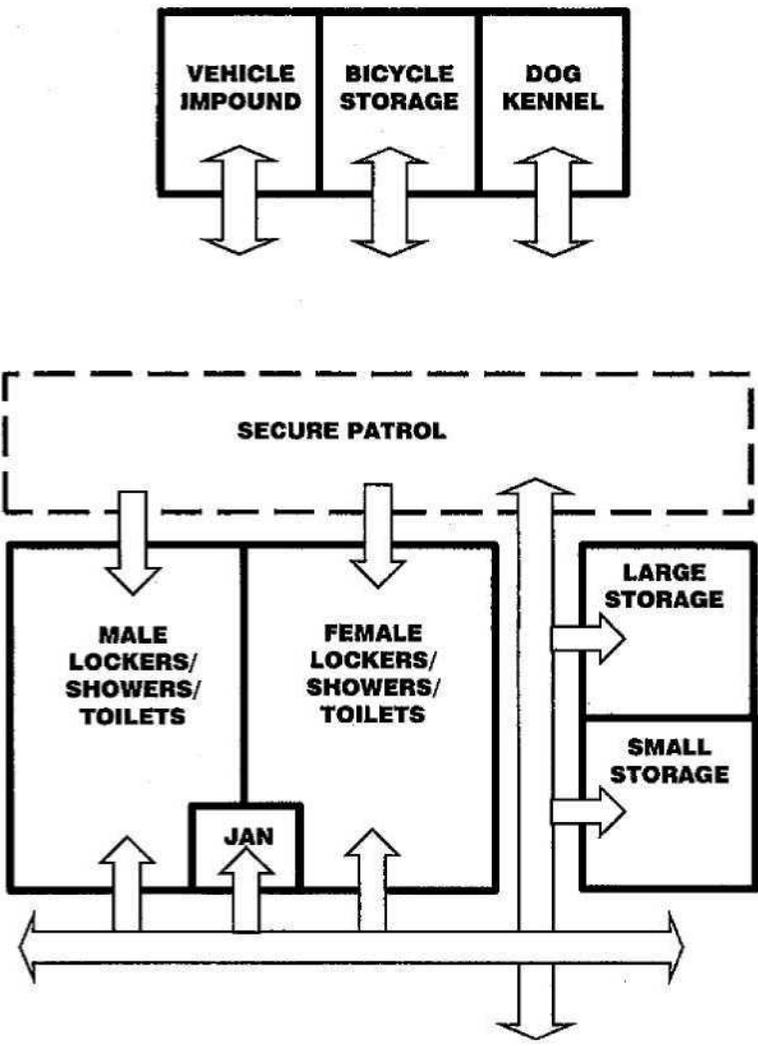
- Provide Booking operations and Holding Cells for City

SPECIAL PLANNING CRITERIA:

- Holding Cells and Support in conformance with California Board of Corrections
- Secure building construction and security door hardware
- Acoustical sound construction
- Sallyport for transfer of suspects
- Security alarm system

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: SUPPORT

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE
SECTION: **SUPPORT**

FUNCTIONAL DESCRIPTION:

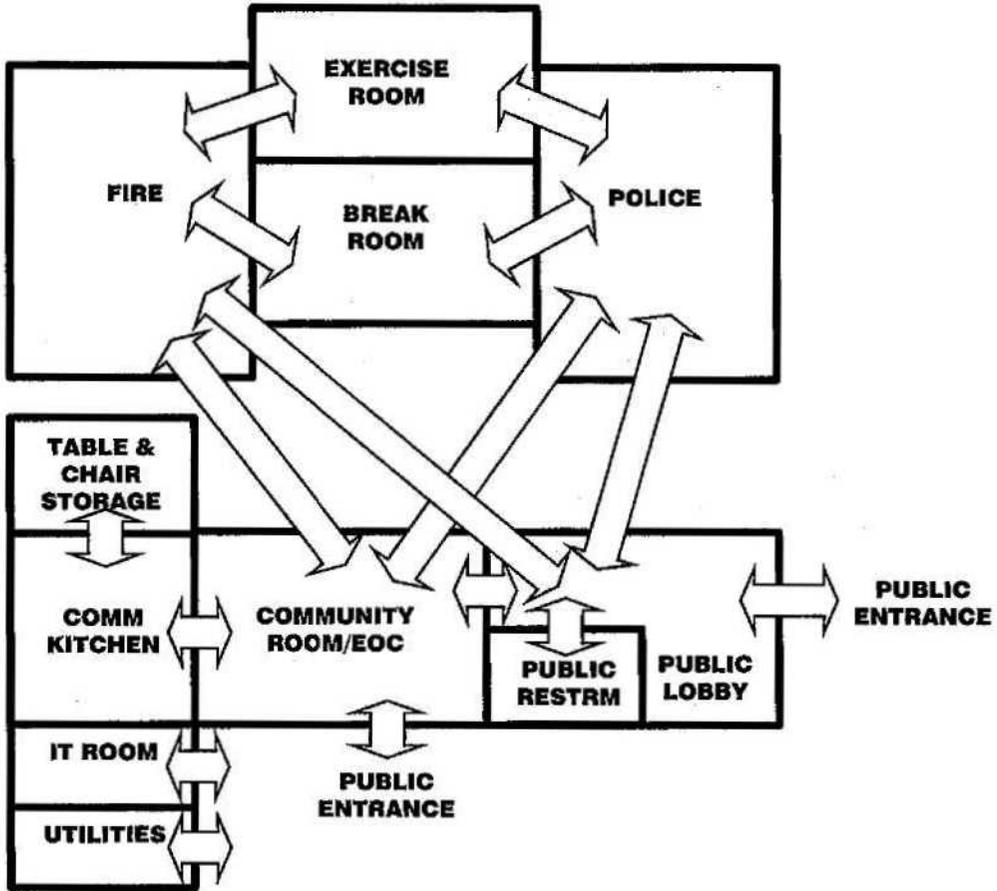
- Support spaces for Police Operations

SPECIAL PLANNING CRITERIA:

- Accessible Locker/Shower/Toilet Rooms
- Out Building for Vehicle Impound and Bicycle Storage

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE-FIRE
SECTION: COMMONS

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: POLICE-FIRE
SECTION: **COMMONS**

FUNCTIONAL DESCRIPTION:

- Shared Public Spaces for Police and Fire Departments
- Shared Private Spaces for Police and Fire Departments

SPECIAL PLANNING CRITERIA:

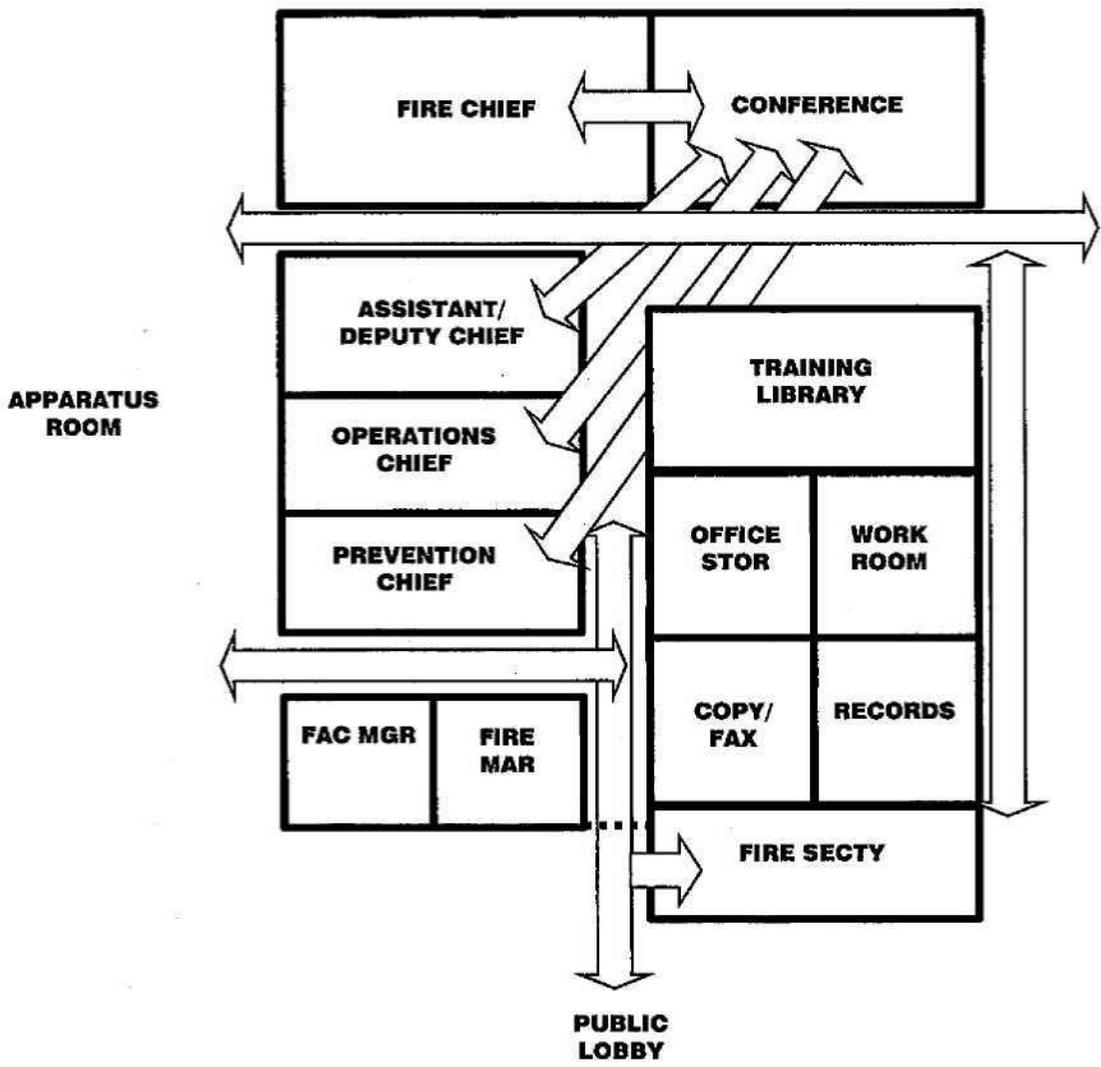
- Secure access from Public to Staff spaces
- Limited access between Police and Fire Departments
- Provisions for Community Room to be used as an Emergency Operations Center
- Accessible Public access to Public spaces

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: ADMINISTRATION

WORKSTATIONS Position/Title/Function	Space Standard	Projected Quantities				Net Square Feet			
		2008	2015	2020	2025	2008	2015	2020	2025
Fire Chief	350	1	1	1	1	150	350	350	350
Assistant/Deputy Chief	200	0	1	1	1	0	200	200	200
Operations Chief	175	0	1	1	1	0	175	175	175
Prevention Chief	175	1	1	1	1	72	175	175	175
Facility & Maintenance Mgr	150	1	1	1	1	72	150	150	150
Fire Marshal / Plan Check	150	0	1	1	1	0	150	150	150
Fire Secretary	120	1	2	3	3	80	240	360	360
	0	0	0	0	1	0	0	0	0
	0	0	0	0	1	0	0	0	0
	0	0	0	0	1	0	0	0	0
Conference Room	350	1	0	1	1	0	0	350	350
Copy / Fax	120	0	1	1	1	0	120	120	120
Office Storage	100	1	1	1	1	41	100	100	100
Records	100	0	1	1	1	0	100	100	100
Training Library	150	0	1	1	1	0	150	150	150
Work Room	120	1	1	1	1	168	120	120	120
Staff Restrooms	50	2	2	2	2	110	100	100	100
Lobby	150	1	*	*	*	133	*	*	*
	0	0	0	0	0	0	0	0	0
* Included in Commons	0	0	0	0	0	0	0	0	0
Subtotal - Support Spaces		10	15	17	20	826	2,130	2,600	2,600
Circulation Allowance	30%					0	639	780	780
	15%					124	0	0	0
						0	0	0	0
						0	0	0	0
TOTAL NET SQUARE FEET						950	2,769	3,380	3,380
EQUIPMENT / SPECIAL AREAS	Space Standard	Projected Quantities				Net Square Feet			
		2008	2015	2020	2025	2008	2015	2020	2025
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
Subtotal - EQUIP/SPECIAL AREAS						0	0	0	0
Circulation Allowance	30%					0	0	0	0
TOTAL NET SQUARE FEET						0	0	0	0
GRAND TOTAL NET SQUARE FEET						950	2,769	3,380	3,380

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: ADMINISTRATION

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: **ADMINISTRATION**

FUNCTIONAL DESCRIPTION:

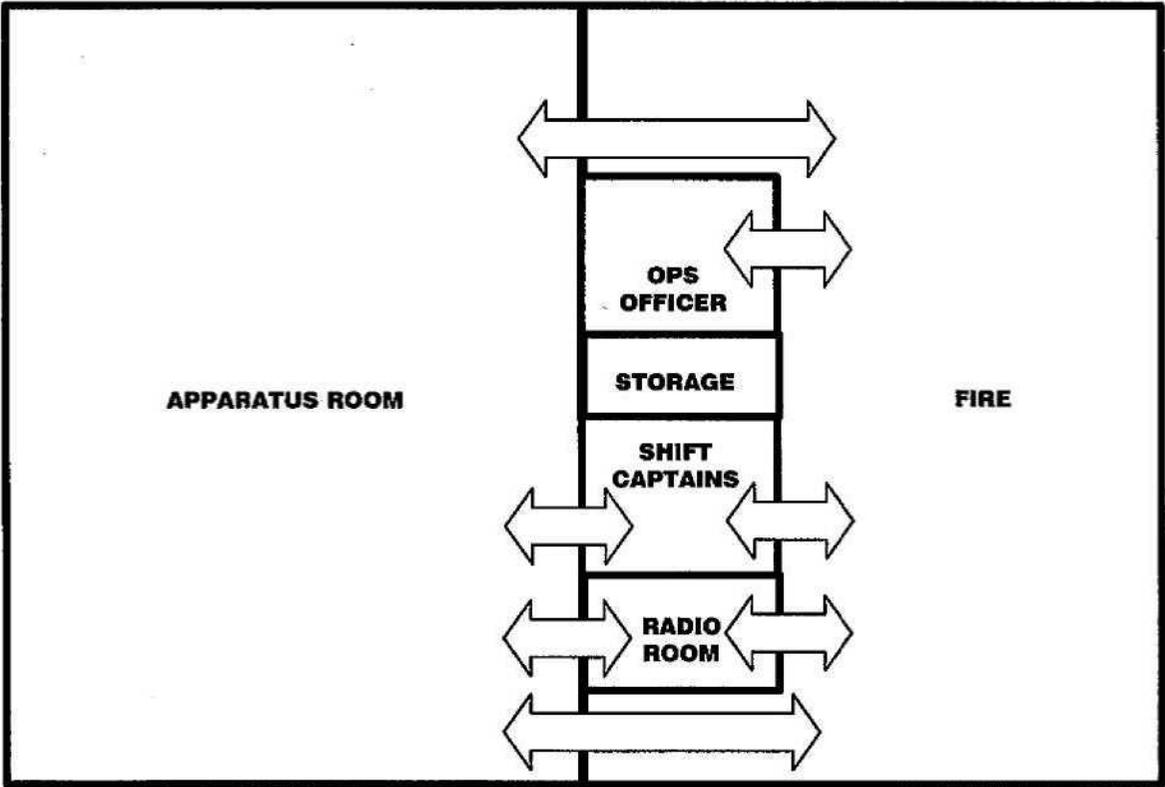
- Oversee Department-wide Operations.
- Provide Department-wide Information Management.
- Establish Department-wide Budget Management.
- Provide Department-wide Administration Oversight.

SPECIAL PLANNING CRITERIA:

- Conference Room Facility to hold Staff Meetings and Training Sessions
- Acoustical sound construction for Offices and Meeting Rooms
- Phone and Data outlets throughout.
- Wireless Network capabilities
- Flexible Office space
- Direct access to Apparatus Room

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: OPERATIONS

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: OPERATIONS

FUNCTIONAL DESCRIPTION:

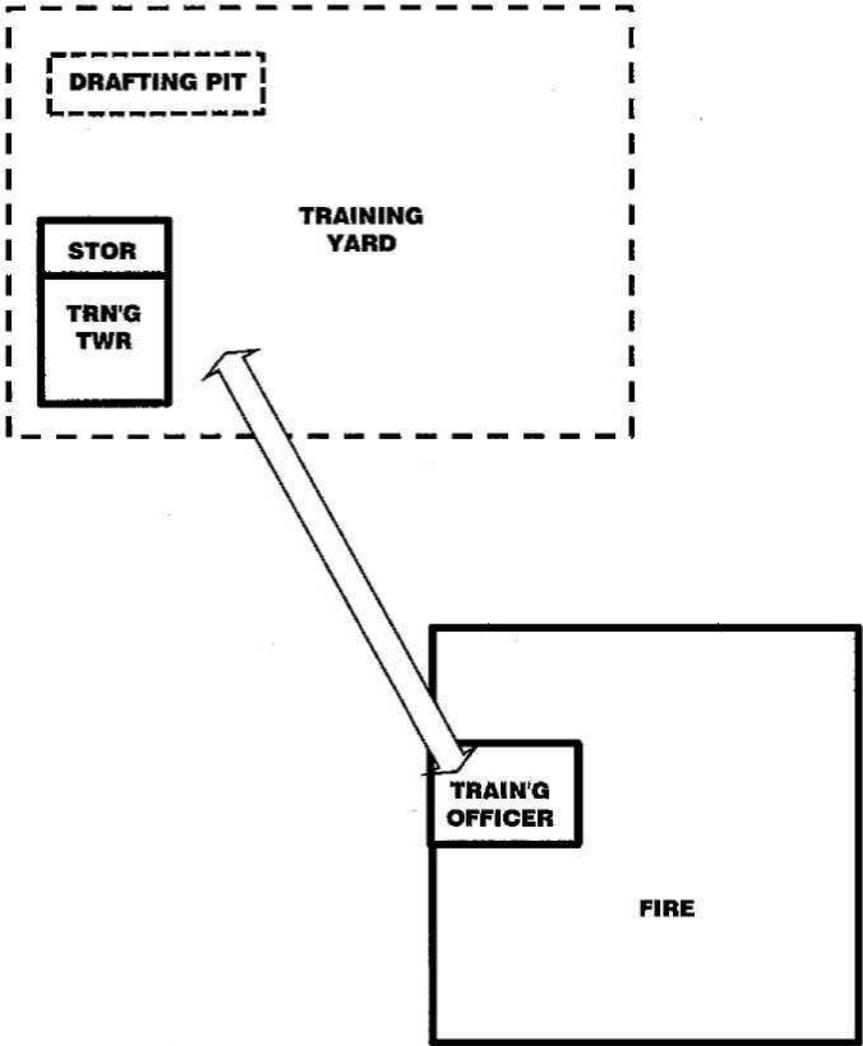
- Oversee Station Operations.
- Manage shift Captains
- Manage Radio Room functions

SPECIAL PLANNING CRITERIA:

- Acoustical sound construction for Offices and Meeting Rooms
- Phone and Data outlets throughout.
- Wireless Network capabilities
- Direct access to Apparatus Room
- Specialized Communications design for Radio Room

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: TRAINING

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: TRAINING

FUNCTIONAL DESCRIPTION:

- Oversee Department-wide Training Operations.
- Maintain Training Equipment and Props
- Schedule Training functions

SPECIAL PLANNING CRITERIA:

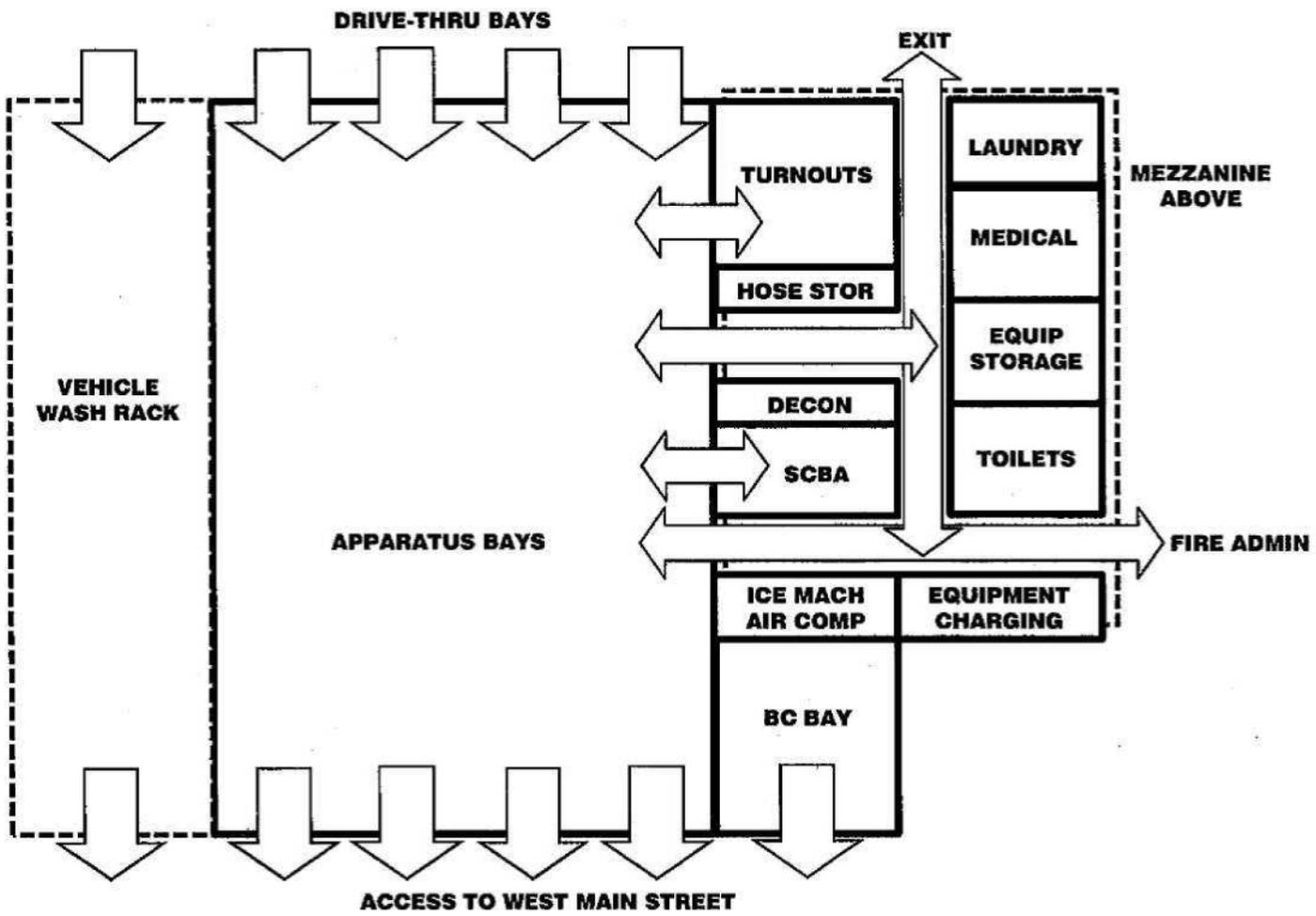
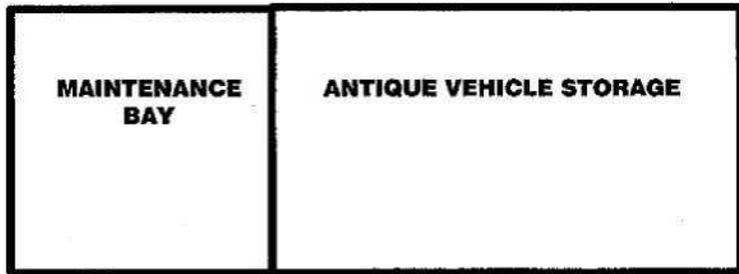
- Multi-level Training Tower
- Underground Drafting Pit
- Concrete Paving Training Yard
- Vehicle Maneuvering space

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: APPARATUS

WORKSTATIONS Position/Title/Function	Space Standard	Projected Quantities				Net Square Feet			
		2007	2015	2020	2025	2007	2015	2020	2025
Apparatus Bays	800	8	8	8	8	3,095	6,400	6,400	6,400
BC Bay	600	1	1	1	1	284	600	600	600
Turnouts	9	*	30	30	30	0	270	270	270
SCBA	150	1	1	1	1	120	150	150	150
Equipment Charging	50	*	1	1	1	0	50	50	50
Ice Machine	50	1	1	1	1	75	50	50	50
Air Compressor	20	**	1	1	1	20	20	20	20
Decon	50	0	1	1	1	0	50	50	50
Hose Storage	100	*	1	1	1	0	100	100	100
Medical Storage	100	0	1	1	1	0	100	100	100
Equipment Storage	100	**	1	1	1	0	100	100	100
Laundry	150	1	1	1	1	51	150	150	150
Unisex Toilet	50	2	2	2	2	110	100	100	100
						0	0	0	0
* Included in Apparatus Bays						0	0	0	0
** Included in Maintenance Bay						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
						0	0	0	0
Subtotal - Support Spaces		14	50	50	50	3,755	8,140	8,140	8,140
Circulation Allowance	15%					0	1,221	1,221	1,221
Mezzanine Storage	1,600	1	1	1	1	440	1,600	1,600	1,600
						0	0	0	0
						0	0	0	0
TOTAL NET SQUARE FEET						4,195	10,961	10,961	10,961
EQUIPMENT / SPECIAL AREAS									
Antique Vehicle Storage	650	4	3	3	3	1,702	1,950	1,950	1,950
Maintenance Bay	650	1	1	1	1	2,079	650	650	650
Vehicle Wash Rack	1,600	1	1	1	1	738	1,600	1,600	1,600
						0	0	0	0
						0	0	0	0
						0	0	0	0
Subtotal - EQUIP/SPECIAL AREAS						4,519	4,200	4,200	4,200
Circulation Allowance	15%					0	630	630	630
TOTAL NET SQUARE FEET						4,519	4,830	4,830	4,830
GRAND TOTAL NET SQUARE FEET						8,714	15,791	15,791	15,791

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: APPARATUS

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: **APPARATUS**

FUNCTIONAL DESCRIPTION:

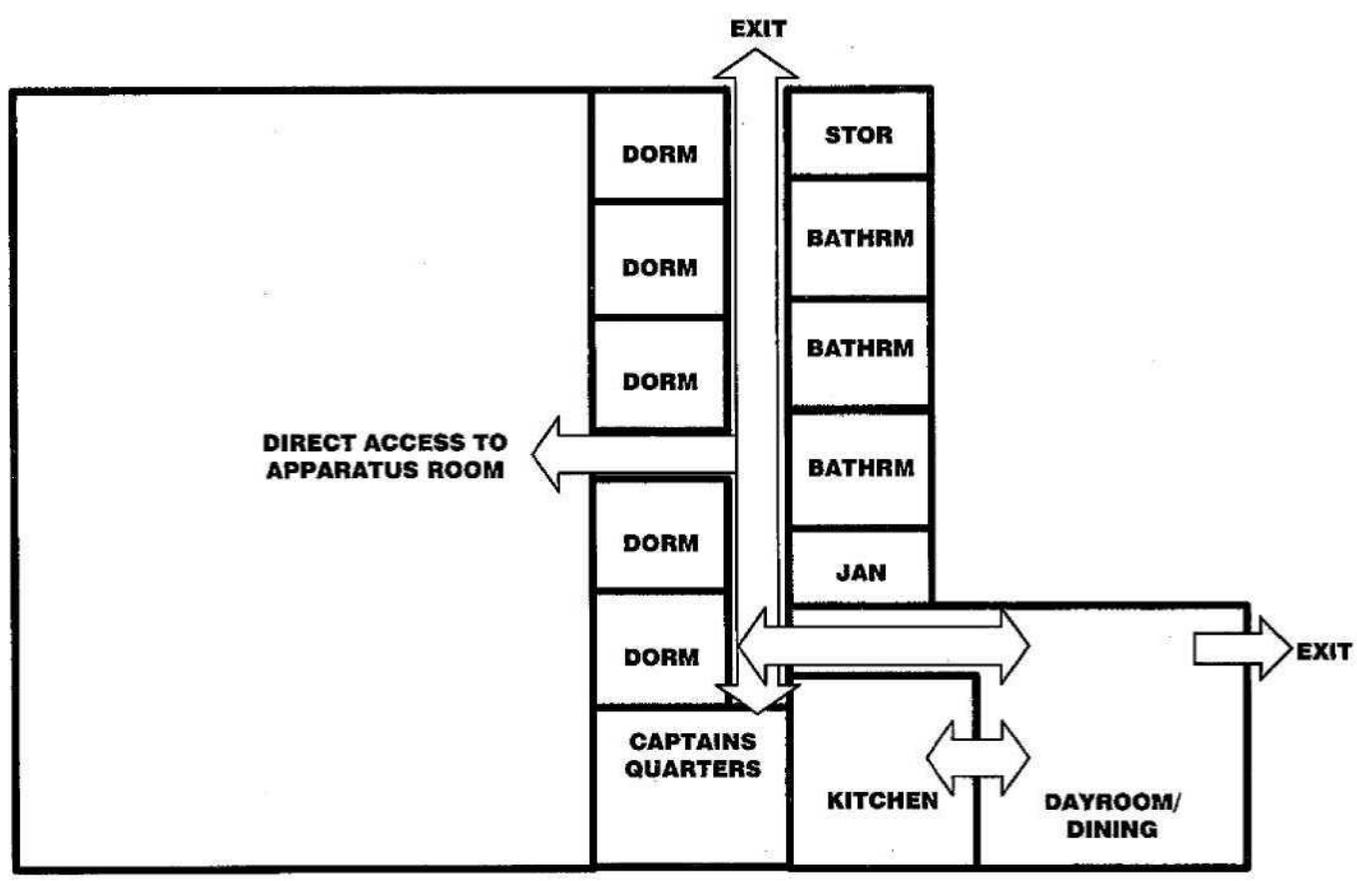
- House all Apparatus in a Ready-Response environment
- Provide specialized areas to support the Apparatus: Turnouts, SCBA, Decon, Storage
- Provide direct access to the Apparatus from all areas
- Provide Mezzanine for bulk storage

SPECIAL PLANNING CRITERIA:

- Vehicle Exhaust System for Apparatus Bays
- Drive-through Apparatus Bays
- Trench Drains at each Bay
- Overhead Electrical and Compressed Air Reels
- Remote Vehicle Maintenance Bay with Pit and Shop Area
- Covered Vehicle Wash Rack Area
- Covered Storage for Department's Antique Fire Apparatus

CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: LIVING QUARTERS

ADJACENCIES WITHIN THE DEPARTMENT/DIVISION/SECTION:



CITY OF WINTERS POLICE & FIRE FACILITY
DEPARTMENT: FIRE
SECTION: **LIVING QUARTERS**

FUNCTIONAL DESCRIPTION:

- Complete Living and Sleeping Quarters for Firefighters
- Provisions for Male-Female Firefighter segregation

SPECIAL PLANNING CRITERIA:

- Separation from Office activities
- Direct access to Apparatus Room
- Kitchen food storage provisions for separate crews
- Proviisions for Radio Alert system in all rooms
- Phone and Data outlets in all rooms, with wireless network capabilities



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: February 5, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: Police and Fire Station (Formerly Public Safety Facility), Project No. 05-03

RECOMMENDATION: Staff recommends the City Council 1) approve the revised Project Budget Sheet (PBS) for the Public Safety Facility, Project No. 05-03; and 2) authorize the City Manager to execute a contract amendment with Calpo, Hom, and Dong Architects (CH&D), in the amount of \$342,200, for design services.

BACKGROUND: The subject project was developed to design and construct a joint-use facility for Fire and Police. A site has been selected at the northwest corner of W. Main Street and Grant Avenue, on a parcel that will be granted to the City with the Ogando-Hudson Final Map.

On December 12, 2006, Council approved a PBS and authorized execution of a contract with CH&D for the Programming Phase - Needs Assessment and Site Master Planning. Over the past year, the consultant has been working with Fire and Police Departments to identify their program needs for the proposed new facility. Staff traveled to other facilities and talked with other Departments regarding their facilities, in order to come up with a plan that would meet the functional needs of the City of Winters Fire and Police Departments.

The next step in implementing the project is to commence with the design, which includes Schematic Design, Design Development, and Construction Documents. CH&D has provided a proposal with Scope of Services and Fee Estimate for the design. Amendment No. 1 adds these services to the current contract.

Design will commence immediately and construction documents should be ready for bid call mid-year. Council will be updated periodically as the design and associated costs are refined.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The Programming Phase was funded out of Police Impact (Fund 414) and Fire Impact (Fund 415) accounts. The subsequent design phase will be funded through Police Impact Fee (Fund 414), Fire Impact Fee (Fund 415), General Facilities Impact Fee (Fund 416), Interest Revenues from the CDA Tax Increment Fund (Fund 701) and the 2007 Tax Allocation Bond Project account (Fund 703).

The revised PBS includes increased budgets for design and project management, through the completion of construction documents. Staff will come back to Council for approval of a construction budget and authorization to proceed with call for bids.

Attachments: Revised Project Budget Sheet
CH&D Amendment No. 1

City of Winters
 Police and Fire Facility Financing Plan
 January 29, 2008

Facility Budget and Funding Sources
 Including Estimated Interest Earnings on Tax Allocation Bonds
 and Tax Increment

Facility Budget

Total Budget	8,400,000.00
RDA Grant	(4,000,000.00)
Impact Fees	(773,414.60)
Loan From RDA	(2,781,635.96)
Interest on 07 Tax Allocation bond Proceeds thru June '09	(654,401.95)
Interest on Tax Increment Fund thru June '09	(190,547.49)
Additional Funding Required	-

Projected Funds Available

This includes balances on hand as of 1/29/08 as well as projections of revenue for the current fiscal year, excluding interest. Interest projections are included in the table above. The Commercial property is Granite Bay Credit Union and Sutter Health Buildings.

	Impact Fees	Bonds	Tax Increment
Balance in Police	281,871.31		
Balance in Fire	212,776.45		
Balance in General Facilities	303,912.19		
Increment			2,304,413.24
04 Non Housing Bonds		1,718,257.56	
07 Non Housing Bonds		8,849,838.13	
Winters Commercial 9065 sf-Police	21,574.70		
Winters Commercial 9065 sf-Fire	10,515.40		
Winters Commercial 9065 sf-General	18,764.55		
07-08 tax increment estimate			1,606,316.00
Sale of Property to Downtown Project			260,000.00
Total Estimated available	849,414.60	10,568,095.69	4,170,729.24

Staff is in agreement that the use of Redevelopment Tax Allocation Bond Proceeds is the best possible means of financing the Fire and Police Station. Funds still remain for redevelopment activity for use for housing and economic Development activities as indicated on Page 2 of this handout.

City of Winters
Joint Police/ Fire Station Financing Plan
January 29, 2008 Page 2

Redevelopment Agency and Impact Fee Funding Commitments and Balance
Available after Funding the Joint Police/Fire Station.

Committed Expenditures	Impact Fees	Bonds	Tax Increment
Land purchase (Abbey St)	(76,000.00)		
Housing Assistance		(321,882.00)	
Police /Fire Station	-	(4,000,000.00)	
Downtown Improvements (1,300,000			
total approved, spend 69,000 to date)		(1,231,000.00)	
Library Building total approved			
600,000 spend 56312 to date		(543,687.49)	
March 08 Debt Service			(288,686.75)
Operating Expenditures balance of year			(269,103.00)
September Debt Service			(498,686.75)
Proposed Property Leaseback over 15 years			(336,000.00)
Property acquisition		(500,000.00)	
Downtown Art Plan			(5,000.00)
Golden Investment			(10,000.00)
Business Improvement District			(25,000.00)
Façade Improvement		(50,000.00)	
Total committed expenditures	(76,000.00)	(6,646,569.49)	(1,432,476.50)
Available	773,414.60	3,921,526.20	2,738,252.74
police /fire station	(773,414.60)		
Loan for police /fire station		(2,781,635.96)	
Balance after police /fire station	-	1,139,890.24	2,738,252.74

Repayment is based upon housing and business building activity within the City. Repayment
 could possible take up to 15 years.

Possible Repayment Sources

Amount of Advance from RDA		2,781,635.96
Total Impact fee per Commercial	4.81/sf	
Estimated Impact Fee-Granit Bay		
40,362 @\$4.81/sf (estimate 3 yr total		
to collect)		194,141.22
Estimated Impact Fee-Downtown Development @ \$4.81sf (payable in 15 yrs		244,422.09
Interest on Downtown Development Deferred Impact Fees (15 yrs)		146,653.35
Impact Fee per Medium Density home 427 homes	5,147.00	2,197,769.00
		(1,349.70)

**City of Winters
Police and Fire Station (Public Safety Facility)**

Project Budget Sheet

CIP#: 05-03

MPFP#(s): #N/A

Last Updated: January 2008

Original Approval: November 2006

Project Owner: Bruce Muramoto, Scott Dozier

Project Manager: Bruce Muramoto

Project Resource: Calpo Hom & Dong-Architect
Unknown-General Contractor

Description:

Design and Construction of the joint Police/Fire Station. Design includes Schematic Design, Design Development, and Construction Documents. Design Services provided by Calpo hom, & Dong, Architects. Project Management to be provided by the City of Winters Police Chief Bruce Muramoto, and Winters Fire District Chief Scott Dozier. Project Team is Redevelopment Director Cas Ellena, Police Chief Bruce Muramoto, Fire Chief Scott Dozier and Director of Financial Management Shelly Gunby. Miscellaneous Project Management Assistance Provided by Ponticello Enterprises. General Contractor is unknown until bids are received and approved.

Authority:

Expanded headquarters buildings are required for both departments to serve the needs of the growing city. Funding will come from a combination of Community Development Agency Tax Allocation Bond Proceeds, Police Impact Fees, Fire Impact Fees and General Facility Impact Fees.

Budget:					
Item	%	Amount	Item	%	Amount
Project Management	1%	\$ 50,000	Investigations	0%	\$ -
Construction Management	0%		Land	0%	\$ -
Preliminary Studies	0%	\$ -	Construction	83%	\$ 7,000,000
Consultant Design	5%	\$ 400,000	Other	11%	\$ 950,000
CEQA	0%	\$ -	Project Total:	100%	\$ 8,400,000

Financing Schedule:		Project Start:	#N/A		Project Completion:	#N/A	
Phases: Project Studies, CEQA, Land Acquisition, Design, Bidding/Award, Construction							
Fund Code:	416	703	414	415	701	000	
Name:	Gen Fac Impact Fee	Project Fund	Police Impact Fee	Fire Impact Fee	Redevelopment (CDA)	#N/A	FY Totals
Prior FY:			\$ -	\$ -			\$ -
FY 06/07:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 07/08:		\$ -	\$ 133,510	\$ 133,510		\$ -	\$ 267,020
FY 08/09:	\$ 246,677	\$ 4,337,688	\$ 169,935	\$ 89,782	\$ 190,548	\$ -	\$ 5,034,630
FY 09/10:		\$ 3,098,350					\$ 3,098,350
FY 10/11:							\$ -
Fund Totals:	\$ 246,677	\$ 7,436,038	\$ 303,445	\$ 223,292	\$ 190,548	\$ -	\$ 8,400,000
Ratios:	2.9%	88.5%	3.6%	2.7%	2.3%	0.0%	100.0%

Recommended for Submittal

Recommended for Approval (Dept. Head)

Finance Department Approval

City Manager Approval

(name/title)	(date)
(name/title)	(date)
Shelly Gunby, Director of Finance	(date)
John Donlevy, City Manager	(date)

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF WINTERS AND CALPO, HOM & DONG
ARCHITECTS FOR PROFESSIONAL DESIGN SERVICES ASSOCIATED
WITH THE PUBLIC SAFETY FACILITY, PROJECT NO. 05-03.**

This Amendment modifies the AGREEMENT, dated December 12, 2006, for professional services for the Public Safety Facility, Project No. 05-03. This Agreement ("AMENDMENT") is made and entered into this 5th day of February, 2008 by and between the City of Winters, a municipal corporation of the State of California, herein after referred to as "CITY" and Calpo Hom & Dong Architects, herein after referred to as "CONSULTANT".

The Needs Assessment and Site Master Planning are completed. Additional services are necessary for Schematic Design, Design Development, and Construction Documents. These services were not an original scope item and therefore this Amendment adds to the contract the additional scope and fee for the design services.

AMENDMENTS

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the CITY the Services described in Exhibit "A" – Programming & Master Planning: Scope and Fee, which is the consultant's original Proposal dated November 9, 2006. Consultant shall also provide the services described in Exhibit "A-1" – Schematic, Design Development, and Construction Documents: Scope and Fee, which is the consultant's scope and fee for this Amendment. Consultant shall provide said services at the time, place, and in the manner specified by the City Engineer.

2. **PAYMENT.** The CONSULTANT shall be paid for the actual time and materials expended, in accordance with the Fee Estimates included in Exhibits "A" and "A-1", but compensation shall not exceed \$51,600 for Programming and Master Planning and \$342,200 for Schematic, Design Development, and Construction Documents, without prior written City authorization. The City shall pay CONSULTANT for services rendered pursuant to the Agreement and the Exhibits.

(Sections 3, 4, and 5 remain the same.)

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

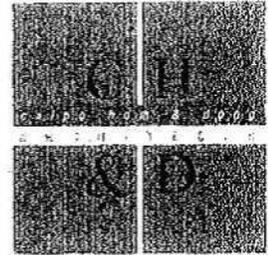
CITY OF WINTERS
a Municipal corporation of the
State of California

CH&D ARCHITECTS
CONSULTANT

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

By: _____
Dennis Dong, AIA
Principal

Attest: _____
Nanci G. Mills, City Clerk



October 22, 2007

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

**Subject : Schematic, Design Development, and Construction Documents: Scope and Fee
Winters Public Safety Facility, Project No. 05-03**

Mr. Mitchell:

Calpo Hom & Dong Architects (CH&D), is pleased to submit our Scope and Fee Proposal to the **City of Winters**, for the Schematic, Design Development, and Construction Documents Phases of the Winters Public Safety Project. This proposal is unchanged from the original project proposal from 2006.

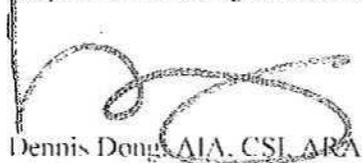
CH&D remains very enthused about this unique project, after completing the initial Programming and Master Site Plan Phase.

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

Please call me personally with any questions.

Sincerely,

Calpo Hom & Dong Architects



Dennis Dong, AIA, CSI, ARA

Scope of Services

1. Schematic Design.

Schematic Design is considered the initial and most important steps in the Design Process. It is this phase which establishes the Design Guidelines for the project. The CH&D Team has the acquired expertise to understand, analyze, and prioritize these often complex issues, and to develop realistic, achievable and economically sound solutions.

The Exterior Design, Site Factors, and Environmental Context is taken into consideration at the same time as the Interior Planning for Compatibility, Flexibility and Expandability.

Team Meetings, amongst all members including the Owner and Users, establishes a Team Spirit and Enthusiasm towards common, established Goals. These Goals are then reinforced with Public Workshops to encourage and foster the Public's Acceptance and Buy-In to the project.

Progress Checkpoints are constant throughout this phase, *brainstorming* is used as a means to come to an agreement of Direction for the project.

Project Deliverables include the following :

- *Site Plan and Analysis*, indicating Site Constraints, Influences, Circulation Patterns, and Adjacent Relationships.
- *Building Footprint Plans*, indicating Area, Layout, and Circulation.
- *Sketch Elevations and Renderings*, indicating forms and materials.
- *Schematic Design Report*, written and oral presentation.
- *Agency Applications*, including Planning Department and Utilities.
- *Outline Specifications*, establishing material standards.
- *Preliminary Cost Estimate*, based on square footage, indicating initial cost concerns.

2. Design Development.

Design Development establishes the Design Criteria for the project. Goals and Concepts derived from the Schematic Design Phase are expanded on and reviewed for feasibility.

Design Development is the time when the Design can be refined, with all major issues resolved.

Team Meetings are essential to establish the coordination and compatibility of interdisciplinary systems within the Design.

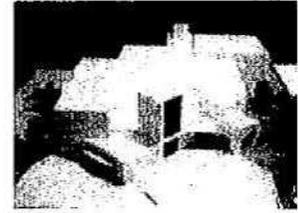
Progress Checkpoints remain regular, but less constant throughout this phase. The Owner's review and approval of various systems is necessary to allow progress of the project to continue.

Project Deliverables include the following :

- *Site Plan*, indicating Site Design, Civil Layout, and Landscape Layout.
- *Floor Plans, Roof Plan, and Ceiling Plans*, indicating all Detail, Finishes, and Dimensions.
- *Exterior Elevations*, indicating forms and materials.



- *Building and Wall Sections*, indicating Building Construction.
- *Key Details*, indicating Design and Aesthetic Criteria.
- *Structural, Mechanical, Electrical Layouts*, with Integration of Systems into Design.
- *Outline Specifications*, describing Materials.
- *Utilities Coordination and Storm Water Detention Study*.
- *Detailed Cost Estimate*, based on Progress Drawings, at 50% and 100% Design Development completion..



3. Construction Documents.

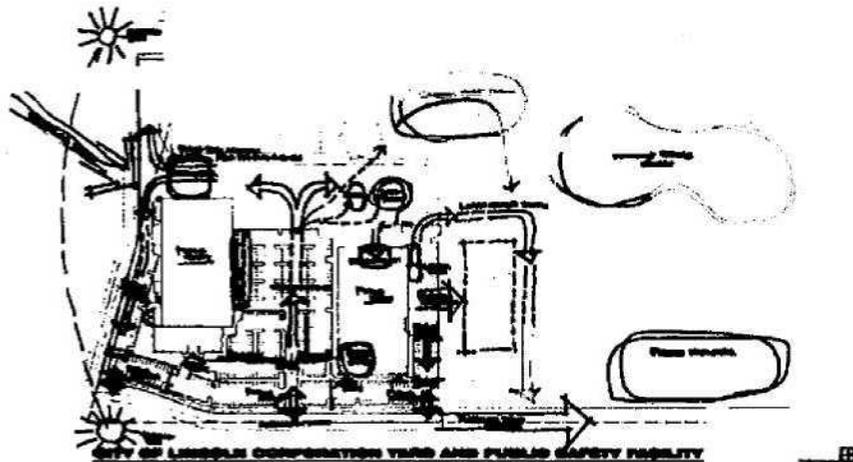
Construction Documents establishes the complete Detailed Involvement of the project, the Contractual Obligations of the Owner and the Contractor, and the basis for obtaining Approvals and Bidding.

Team Meetings occur less frequently, as Design Decisions have been established during the two preceding phases. Meetings become a tool of coordination at this point in time.

Progress Checkpoints are used to review the project at 75%, 95%, and 100% complete, in order to assure the established Design is being followed

Project Deliverables include the following :

- *Complete Architectural Plans.*
- *Complete Structural Plans and Calculations.*
- *Complete Mechanical Plans and Calculations.*
- *Complete Electrical Plans and Calculations.*
- *Complete Civil Plans*, including Final Detention Study.
- *Complete Landscape Plans.*
- *Complete Specifications*, CSI Format, including City Boilerplate.
- *Detailed Cost Estimates*, based on Material Takeoffs, at 75% and 95%.



Fee Estimate

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

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

A full detailed Fee Proposal is herein attached.

Phase	Sub Total	%
Schematic Design	\$77,560	22.7%
Design Development	\$95,600	27.9%
Construction Documents	\$ 169,040	49.4%
TOTAL CONSULTANT FEE	\$ 342,200	100%

Fee Schedule Exclusions

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

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

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



Schematic Design

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	40.00	175.00	7,000.00	
Project Manager	80.00	160.00	12,800.00	
Architect/Specification Writer	0.00	150.00	0.00	
Technician	80.00	85.00	6,800.00	
Clerical	24.00	50.00	1,200.00	
				27,800.00
Buehler & Buehler Associates (Structural)				
Principal Structural Engineer	8.00	175.00	1,400.00	
Project Engineer	16.00	160.00	2,560.00	
Technician	16.00	85.00	1,360.00	
Clerical	4.00	50.00	200.00	
				5,520.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	8.00	175.00	1,400.00	
Project Engineer	8.00	160.00	1,280.00	
Technician	8.00	85.00	680.00	
Clerical	4.00	50.00	200.00	
				3,560.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	8.00	175.00	1,400.00	
Project Engineer	8.00	160.00	1,280.00	
Technician	8.00	85.00	680.00	
Clerical	4.00	50.00	200.00	
				3,560.00
Warren Consulting Engineers (Civil)				
Principal Civil Engineer	24.00	175.00	4,200.00	
Project Engineer	64.00	160.00	10,240.00	
Technician	80.00	85.00	6,800.00	
Clerical	16.00	50.00	800.00	
				22,040.00
Yamasaki Landscape Architecture (Landscape)				
Principal Landscape Architect	8.00	175.00	1,400.00	
Project Landscape Architect	16.00	160.00	2,560.00	
Technician	24.00	85.00	2,040.00	
Clerical	8.00	50.00	400.00	
				6,400.00
On-Line Consulting (Security)				
Principal Security Designer	8.00	175.00	1,400.00	
Project Security Designer	24.00	160.00	3,840.00	
Technician	8.00	85.00	680.00	
Clerical	4.00	50.00	200.00	
				6,120.00
Bleckmann Construction Estimating				
Principal Cost Estimator	16.00	160.00	2,560.00	
				2,560.00
SCHEMATIC DESIGN				77,560.00

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

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	48.00	175.00	8,400.00	
Project Manager	80.00	160.00	12,800.00	
Architect/Specification Writer	24.00	150.00	3,600.00	
Technician	80.00	85.00	6,800.00	
Clerical	24.00	50.00	1,200.00	
				32,800.00
Buehler & Buehler Associates (Structural)				
Principal Structural Engineer	16.00	175.00	2,800.00	
Project Engineer	32.00	160.00	5,120.00	
Technician	40.00	85.00	3,400.00	
Clerical	16.00	50.00	800.00	
				12,120.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	16.00	175.00	2,800.00	
Project Engineer	32.00	160.00	5,120.00	
Technician	40.00	85.00	3,400.00	
Clerical	16.00	50.00	800.00	
				12,120.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	16.00	175.00	2,800.00	
Project Engineer	32.00	160.00	5,120.00	
Technician	40.00	85.00	3,400.00	
Clerical	16.00	50.00	800.00	
				12,120.00
Warren Consulting Engineers (Civil)				
Principal Civil Engineer	24.00	175.00	4,200.00	
Project Engineer	40.00	160.00	6,400.00	
Technician	40.00	85.00	3,400.00	
Clerical	16.00	50.00	800.00	
				14,800.00
Yamasaki Landscape Architecture (Landscape)				
Principal Landscape Architect	16.00	175.00	2,800.00	
Project Landscape Architect	24.00	160.00	3,840.00	
Technician	24.00	85.00	2,040.00	
Clerical	8.00	50.00	400.00	
				9,080.00
On-Line Consulting (Security)				
Principal Security Designer	16.00	175.00	2,800.00	
Project Security Designer	24.00	160.00	3,840.00	
Technician	40.00	85.00	3,400.00	
Clerical	16.00	50.00	800.00	
				10,840.00
Bleckmann Construction Estimating				
Principal Cost Estimator	24.00	160.00	3,840.00	
				3,840.00
DESIGN DEVELOPMENT				95,600.00



**Design
Development**

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



Construction Documents

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	48.00	175.00	8,400.00	
Project Manager	120.00	160.00	19,200.00	
Architect/Specification Writer	32.00	150.00	4,800.00	
Technician	160.00	85.00	13,600.00	
Clerical	40.00	50.00	2,000.00	
				48,000.00
Buehler & Buehler Associates (Structural)				
Principal Structural Engineer	32.00	175.00	5,600.00	
Project Engineer	64.00	160.00	10,240.00	
Technician	80.00	85.00	6,800.00	
Clerical	16.00	50.00	800.00	
				23,440.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	32.00	175.00	5,600.00	
Project Engineer	64.00	160.00	10,240.00	
Technician	80.00	85.00	6,800.00	
Clerical	16.00	50.00	800.00	
				23,440.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	32.00	175.00	5,600.00	
Project Engineer	64.00	160.00	10,240.00	
Technician	80.00	85.00	6,800.00	
Clerical	16.00	50.00	800.00	
				23,440.00
Warren Consulting Engineers (Civil)				
Principal Civil Engineer	32.00	175.00	5,600.00	
Project Engineer	64.00	160.00	10,240.00	
Technician	80.00	85.00	6,800.00	
Clerical	16.00	50.00	800.00	
				23,440.00
Yamasaki Landscape Architecture (Landscape)				
Principal Landscape Architect	16.00	175.00	2,800.00	
Project Landscape Architect	32.00	160.00	5,120.00	
Technician	40.00	85.00	3,400.00	
Clerical	8.00	50.00	400.00	
				11,720.00
On-Line Consulting (Security)				
Principal Security Designer	16.00	175.00	2,800.00	
Project Security Designer	32.00	160.00	5,120.00	
Technician	40.00	85.00	3,400.00	
Clerical	8.00	50.00	400.00	
				11,720.00
Bleckmann Construction Estimating				
Principal Cost Estimator	24.00	160.00	3,840.00	
				3,840.00
CONSTRUCTION DOCUMENTS				169,040.00

2007 Hourly Rates
Calpo Hom & Dong Architects, Inc.

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

Direct Cost Separated from Overhead Cost

Factor of 3.5



STAFF REPORT

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, City Manager *(Signature)*
FROM: Nicholas J. Ponticello, City Engineer
DATE: February 5, 2008
SUBJECT: Authorization to execute a Professional Services Contract with ZSI Incorporated in the amount of \$284,973 for design and implementation of a citywide SCADA system.

RECOMMENDATION: Staff recommends the City Council authorize the City Manager to execute a Professional Services Contract with ZSI Incorporated in the amount of Two Hundred Eighty Four Thousand Nine Hundred Seventy Three Dollars (\$284,973) for the design and implementation of a Supervisory Control and Data Acquisition System (SCADA).

BACKGROUND: On October 2, 2007, City Council authorized the City Manager to solicit RFPs for this SCADA project. Four qualified firms reviewed the project and, of those, two submitted proposals. Both firms were interviewed once by a selection committee and again by the City Manager. Both are considered to be very well qualified to perform the project. ZSI was ultimately selected due to a combination of capability and price.

SCADA systems are composed of sensors, controls, communications, monitoring & alarm components that together allow City personnel to proactively monitor and control the water, sewer, and flood control systems to ensure they are functioning effectively and efficiently. Most medium to large Cities incorporate SCADA and since the cost of these systems has dropped dramatically over the past ten years, smaller cities are adding them as well. In continuing efforts to improve the public safety and reliability of the City's Water Supply and Sewer Systems, the Public Works Department studied the feasibility and cost and ultimately proposed to Council to install a system.

The project is separated into two categories consisting of design with implementation approval then implementation. The first task will provide the City with working design schematics of the system and a precise cost and schedule for implementation. Once the "blue prints" and cost of the system are approved, the City Manager will authorize the consultant to proceed with implementation.

The project was structured in this manner to provide the City flexibility and control of the project from a design, timing and cost standpoint. SCADA systems are typically programmed specifically to meet the needs of the user. The consultant will be required to work closely with the City during the entire design process which will help achieve the best project outcome.

ZSI's not-to-exceed proposal of \$284,973 was \$20,027 less than the estimate provided to Council at the October 2nd meeting.

ALTERNATIVES: No alternatives recommended.

FISCAL IMPACT: The project will be funded through the Water & Sewer Bond.

Attachment: (1) Consultant Services Agreement

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



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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of February ____, 2008, by and between the City of Winters ("the CITY") and ZSI, Inc "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated November 12, 2007. Consultant shall provide said services at the time, place, and in the manner specified by the Project Engineer and Exhibit "A".

2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed TWO HUNDRED EIGHTY FOUR THOUSAND NINE HUNDRED SEVENTY THREE AND NO CENTS dollars (\$284,973.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

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

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

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

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit A – City of Winters CSA for SCADA

City of Winters SCADA Proposal

1. Date

November 12, 2007

2. Legal Name and Address

ZSI, Incorporated

PO Box 253

19778 8th Street East

Sonoma, CA 95476

3. Principal in Charge / Project Contact:

Greg Steiger, PE

4. Proposed Personnel:

- a. The person responsible for managing this project is Greg Steiger, PE.
- b. H. Mendenhall will be responsible for the field electrical and instrumentation work.

5. Description of the scope of services proposed for each task.

a. Task 1

- Review water well and sewer pump stations to determine instruments / sensors existing and available for use in this project and best location for new remote controllers and master server.
- Determine the main communications site.

Exhibit A – City of Winters CSA for SCADA

- Meet with the City of Winters Project Manger / Consultant to discuss site review and scope of work.
- Submit proposed Project Schedule and Bill of Materials. Proposed Project Schedule to allow for up to one (1) week of non-concurrent down time per site for the purpose of installing the remote controller and ensuring fully tested and operational.
- Submit complete schematics (elementary diagrams, elevations, and interconnections drawings) for the proposed SCADA system, PLC logic, communication path, and placement of all equipment for review and approval by the City.
- Provide cost estimate for all equipment and labor to perform work. Break out cost to purchase initial equipment necessary to create a development environment for one (1) water well and one (1) sewer pump station.
- Submit invoice for initial equipment purchase and Task 1 labor.

b. Task 2

- To accommodate the City of Winters, ZSI proposes to make purchases as deemed appropriate by ZSI's supplier relationships and economies of scale, and then to invoice the City in part as noted in the RFP: Initial software and equipment to begin programming PLCs and master server. The City will provide a startup payment to the contract for initial purchases of the enterprise licenses, server, and three PLCs for programming of water well and sewer pump station logic. All additional purchases will invoiced upon successful completion of each station upgrade.
- Install master server and PLC into one (1) water well station and one (1) sewer pump station and establish communication link.
- Test and debug system
- Provide one (1) meeting to demonstrate system and one (1) meeting for initial training.
- Submit invoice for payment. Master Server, one (1) water well and one (1) sewer pump station must be online and in-service and approved prior to continuing work.

c. Task 3

- Purchase remaining PLCs, sensors, and communications equipment as necessary to systematically complete upgrade of remaining stations.

Exhibit A – City of Winters CSA for SCADA

- Program and install remaining systems.

d. Task 4

- Provide operational and maintenance manuals for the completed system.
- Provide complete schematics of working system.
- Provide training classes as agreed upon in contract negotiations / Task 1.
- Provide one (1) follow-up session (1 day) within three (3) month of project completion for additional training and review.

6. Description and list of the SCADA components proposed for installation including.

a. PLCs and other related components

The PLC shall be Allen-Bradley CompactLogix Model 1769-L32E:

- Digital Inputs (16 per module)
- Digital Outputs (8 per module)
- Analog Inputs (4 per module)
- Analog Outputs (4 per module)
- Ethernet/IP
- RS-232
- Non-volatile memory
- Programming language RSLogix 5000 (latest version) or equivalent
- All PLC software licenses shall be registered to the City of Winters

b. Communications systems and other related components

- Microwave Data Systems iNet 900 or equivalent
- 2.4 GHZ or 900 MHZ spread spectrum

c. SCADA Software and Hardware

- Microsoft Windows operating system (XP Professional)
- ~ 1 GB RAM
- ~ 300 GB hard drive
- ~ 128 MB, true color, dual screen capable video card
- ~ I/O: Rewritable DVD player, 4 USB connections, 1 serial connection
- 19 inch LCD flat screen
- 1 gigabit Ethernet controller
- 56K modem
- Wonderware 10 software registered to the City of Winters, or equivalent.
- Wonderware SCADA Alarm.

Exhibit A -- City of Winters CSA for SCADA

d. Proposed Inputs / Outputs

I/O Description

DIs (up to 16 included in proposal & 16 in future)

Pump (up to 4) VFD Run Status
Pump (up to 4) VFD Fail
Pump (up to 4) Remote status
Pump (up to 4) Bypass / RVSS Run Status
Utility Power Quality
Utility Power PG&E / Generator
Intrusion Alarm
Chlorine Leak Alarm (Future)
Ancillary Equipment (up to 4) (eg, Grinder on, Fail, etc.)
High Motor Temperature Alarms
High Level Alarms
Low Level Alarms

Als (up to 4)

Flow Rate (Wells & Sewer)
Pressure (Wells)
Level (Wells & Sewer)
Ancillary Equipment (Future) (eg, Chemical Weigh Scale, Chlorine Residual, etc.)

DOs (up to 8)

Pump (up to 3) Call

AOs (up to 4)

Pump (up to 3) Speed Command

e. Protection from Electrical Surges, RF Noise, and Lightning Strikes

This proposal includes surge and radio frequency noise protection from the utility supply and lightning protection from the utility supply and any inputs / outputs leaving the building / structure housing the new SCADA equipment.

f. Radio / Communications Survey Study

This proposal does not anticipate analyzing every site identified in the RFP based upon the local topography observed during the October 23rd job walk. This proposal assumes no heights greater than 20' above grade will be required, and that some sites may not require a height above 10'.

Description	Water Production Wells					Sewer Lift Stations				SCADA Main Server	Totals
	Well #2	Well #3	Well #4	Well #5	Well #6	East St.	El Rio Villa	Carter Ranch	Walnut Lane		
SCADA Main / Remote Panel	\$10,456	\$10,456	\$10,456	\$10,456	\$10,456	\$10,456	\$10,456	\$10,456	\$10,456		\$94,104
Programming (Main & Remote)	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$5,000	\$3,500	\$2,300	\$2,300	\$13,800	\$38,400
Radio System	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$7,500	\$52,500
Installation and Additional Modifications	\$3,060	\$3,060	\$3,060	\$3,060	\$3,060	\$9,000	\$3,060	\$3,060	\$3,060	\$3,060	\$36,540
Pressure Transmitters	\$800	\$800	\$2,500	\$2,500	\$2,500	\$3,500	\$2,500	\$0	\$0	\$0	\$15,100
Pressure Gage	\$400	\$400	\$400	\$400	\$400	\$0	\$0	\$0	\$0	\$0	\$2,000
Level Sensors	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$1,500	\$0	\$4,500
SCADA Work Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$4,500
SCADA Software (& SCADA Alarm)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,429	\$8,429
Local Operator Interface	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$5,000	\$2,700	\$2,700	\$2,700	\$0	\$26,600
PLC Development Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,300	\$2,300
Totals	\$24,716	\$24,716	\$26,416	\$26,416	\$26,416	\$37,956	\$28,716	\$25,016	\$25,016	\$39,589	\$284,973

Service	Fee Basis: ^{1,3}	Daily
Professional Engineering & Project Management		\$135
System Integration & Programming		\$127.50
Instrumentation/Technician		\$115
Electrician		Prevailing Wage
CAD Detailer		\$95

General Expenses
All materials billed at purchase price plus taxes, shipping, & 20% mark-up.
Mileage is billed at \$0.485 per mile. ²
Daily per diem is \$55.
Lodging as required.

Footnotes

¹ Fee Basis is defined as follows: ²

Daily...Eight hour days with a minimum charge of 4 hours.

Weekly...Services rendered on a weekly basis accruing less than 40 hours are billed according to the daily basis.

Monthly...Services rendered on a monthly basis accruing less than 160 hours are billed according to the weekly basis.

² Note hourly rates are billed at 50% rate for travel time.

³ Holiday, weekend, and unscheduled over-time rates are at 1.5 times the agreed upon rate.

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

- (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insureds will be called upon to cover a loss covered thereunder; and (4) insurance shall be provided by an, at least, A-7 rated company. The form of said endorsements(s) shall be supplied by the City.
- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S Project Engineer 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 Project Engineer prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with the Project Engineer concurrent with the execution of

this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

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

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

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

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

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

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT 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, ultra-hazardous activities, activities giving rise to strict liability, 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, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

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.

CITY OF
WINTERS
CALIFORNIA
CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE : February 5, 2008
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Elliot Landes, Associate
SUBJECT: Reservation for a solar plant installation at the Waste Water Treatment Facility

RECOMMENDATION: Authorize City Staff to make application to the California Solar Initiative (CSI) program for MP2 Capital to install a 251,287 kWh solar power plant.

BACKGROUND: The City has been encouraging a proposal from MP2 Capital, to build a photovoltaic electrical energy generating plant at the Waste Water Treatment Facility.

If the city later decided to go ahead with the project, MP2, would take on all costs of capitalizing, designing, building, managing and owning the facility. The city would obligate itself to buy electricity from MP2 for 20 years at somewhat less than current PG&E rates. After five years, MP2 would offer the City the option of buying the plant at a significant reduction (perhaps 40 percent) from the over \$1 million cost.

Winters is in a perfect position for this kind of project because we have:

- High current time-of-day rates with PG&E
- Land available
- A high use electrical service at the site.
- Abundant sun.
- The site is remote and more secure from being vandalized.

The City could sell bonds and build our own facility, but the rebates for municipalities are not high enough to make that profitable. The rebates are slightly higher than for residential or commercial and low interest bonds are available, but not enough to offset the fact we cannot make use of other incentives like tax credits and accelerated depreciation.

MP2 would make use of tax incentives and accelerated depreciation that the city cannot make use of, as a municipality. They would also receive the rebates that are available.

The plant would be sited north of the WWTF on three acres of a narrow strip of difficult - to-use land. The plant would be an array of photovoltaic panels that mechanically tilt to follow the sun. The plant would generate the power to offset power used at the plant.

As months go by, the rebates from the CSI reduce, as more and more capacity is reserved. Each reduction effectively increases the cost of the power we buy from MP2 in our future contract. Getting our reservation in early is extremely important. Making the reservation does not contract us to MP2, and does not contract us to actually install the plant. It just reserves us space at the current rebate level.

FISCAL IMPACT: Cost savings, should PG&E raise its rates in the future.

California Solar Initiative (CSI) Reservation Request Form

Form Version	05-30-2007 Rev. 1
Program Administrator	Pacific Gas and Electric Company
Reservation Number	
Preparation Date	01/18/08



Regular Mail Address	Overnight Mail Address
Pacific Gas and Electric Processing Center	Pacific Gas and Electric Processing Center
California Solar Initiative	California Solar Initiative
P.O. Box 7265	77 Beale St.
San Francisco, CA 94120	San Francisco, CA 94105

Instructions: This checklist must be completed. Please refer to the latest version of the CSI Program Handbook for detailed instructions on eligibility and application requirements. The purpose of this checklist is to assist in the completion of information materials required for review of the Incentive claim and to speed processing of the reimbursements. Incomplete Reservation Requests will be returned to the sender. Once complete, please send to the address listed above with ALL necessary attachments.

RESERVATION REQUEST APPLICATION CHECKLIST

ITEMS REQUIRING SIGNATURE: Please review these items and sign in the combined signature boxes at the end. These items are printed as part of this package. Original signatures are required.

- Completed Reservation Request Application
- Certification of AB1407 compliance
- Certification of tax-exempt status
- CSI Program Host Customer and System Owner Preliminary Agreement
- Original Signatures of all application parties

INCLUDED FORMS THAT MUST BE FILLED OUT: This/these items are printed here, but require entering additional information by hand. Some of the information on these forms has been pre-filled based on information from the database. Please completely fill out all of the remaining fields before submitting the application.

- System Description Worksheet

REQUIRED ADDITIONAL ITEMS: Please include these items with the application

- Proof of Electric Utility Service for Site
- Electrical System Sizing Documentation (New or expanded load only)
- Documentation of an Energy Efficiency Audit (or proof of Title 24, LEED or Energy Star certification)
- Printout of EPBB Tool Calculation (www.csi-epbb.com)

California Solar Initiative (CSI) Reservation Request Form

Form Version	05-30-2007 Rev. 1
Program Administrator	Pacific Gas and Electric Company
Reservation Number	
Preparation Date	01/18/08
HOST CUSTOMER	
Company Name	City of Winters
Contact Person Name	Elliot Landes
Contact Person Title	
Mailing Address	318 First Street
City, State, Zip	Winters, CA 95694
Business Phone	(530) 304-0207
SYSTEM OWNER	
Company Name	MP2 Capital
Contact Person Name	Brad Bauer
Contact Person Title	
Mailing Address	1101 Fifth Avenue, Suite 360
City, State, Zip	San Rafael, CA 94901
Business Phone	(415) 457-5901
PAYEE	
Company Name	MP2 Capital
Contact Person Name	Brad Bauer
Contact Person Title	
Mailing Address	1101 Fifth Avenue, Suite 360
City, State, Zip	San Rafael, CA 94901
Business Phone	(415) 457-5900
APPLICANT	
Company Name	MP2 Capital
Contact Person Name	Brad Bauer
Contact Person Title	
Mailing Address	1101 Fifth Avenue, Suite 360
City, State, Zip	San Rafael, CA 94901
Business Phone	(415) 457-5901
SELLER	
Company Name	
Contact Person Name	Kevin McCollister
Contact Person Title	
Mailing Address	
City, State, Zip	
Business Phone	(800) 374-4497
Tax Status	
Tax Payer ID	XX-XXX
INSTALLER: Same as Seller	

California Solar Initiative (CSI) Reservation Request Form

Form Version	05-30-2007 Rev. 1
Program Administrator	Pacific Gas and Electric Company
Reservation Number	
Preparation Date	01/18/08

PROJECT SITE INFORMATION

Host Customer Sector	<input type="checkbox"/> Residential <input type="checkbox"/> Commerical <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Government
System Owner Sector	<input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commerical <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government
Project Site	
Site Address	318 First Street
City, State, Zip	Winters, CA 95694
County	Yolo
Estimated Building Size	

Electric Utility Service

EQUIPMENT INFORMATION

PV Modules

Manufacturer	Model Number	Model Rating	Quantity	Array Rating
Evergreen Solar	ES-190-SL	168.8 W-ptc	1080	182,304.0 W-ptc
All PV Modules				182,304.0 W-ptc

Inverters

Manufacturer	Model Number	Model Rating	Quantity	Efficiency
SatCon Power	AE-225-60-PV-A	225,000 W-AC	1	94.5%
Weighted Efficiency = Sum(Rating x Qty x Eff) / Sum(Rating x Qty)				94.5%

System Orientation

Fixed Single-Axis Tracking Dual-Axis Tracking

Energy Production

Estimated Annual Energy Production 251,287 kWh/yr

PROJECT INCENTIVE CALCULATION AND COST INFORMATION

CSI System Rating Calculation

PTC Module Rating	182.304 kW-ptc	Enter PTC Rating for all PV Modules divided by 1,000	(1)
Inverter Efficiency	94.5%	Enter weighted inverter efficiency	(2)
PTC System Rating	172.277 kW-ptc	Multiply (1) times (2)	(3)
Design Factor	120.0%	Obtain from www.csi-epbb.com	(4)
CSI System Size	206.733 kW-ptc	Multiply (3) times (4)	(5)

Prorate System Cost if CSI System Size Exceeds 1,000 kW

CSI System Size	206.733 kW-ptc	Enter (5)	(6)
Eligible CSI System Size	206.733 kW-ptc	Enter the smaller of or (6)	(7)
Project Cost	\$1,471,805.00	Enter project cost	(8)
Eligible Project Cost	\$1,471,805.00	Multiply (8) times (7) divided by (6)	(9)

Other Financial Incentives in Addition to CSI (See CSI Handbook for details)

Source	Amount	Type
Total Other Incentives	\$0.00	

Verify Incentives Don't Exceed System Owner's Out of Pocket Expenses

Eligible Project Cost	\$1,471,805.00	Enter (9)	(11)
Total Other Incentives	\$0.00	Enter (10)	(12)
Requested CSI Incentive	\$431,617.00	Enter Requested CSI Incentive from next section	(13)
System Owner Out of Pocket Expenses*	\$1,040,188.00	Subtract (12) and (13) from (11)	(14)

* Verification of Amount Shown required prior to CSI Incentive Payment

REQUESTED PROJECT INCENTIVE

Incentive Type	<input type="checkbox"/> EPBB <input checked="" type="checkbox"/> PBI
Incentive Level	\$0.26 per kWh
CEC PTC System Size	172.277 kW-ptc
Requested CSI Incentive	\$431,617.00
Incentive Level x CEC PTC System Size x 22% capacity factor x 8,760 hours/year x 5 years	

California Solar Initiative (CSI) Program: Host Customer & System Owner Preliminary Agreement

Form Version	05-30-2007 Rev. 1
Program Administrator	Pacific Gas and Electric Company
Reservation Number	
Preparation Date	01/18/08

The undersigned understand that, after they have been notified that the Program Administrator has approved this Reservation Request, they will be required to sign the "CSI Program Contract" before they install the Project.

The undersigned agree that

- A. Host Customer and System Owner agree to indemnify, defend, and hold harmless the Program Administrator, its affiliates, subsidiaries, current and future parent companies, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, including but not limited to employees of the Program Administrator, Host Customer, System Owner, or any third party; (2) injury to property or other interests of the Program Administrator, Host Customer, System Owner, or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) strict liability imposed by any law or regulation; or (5) generation system performance shortfall; so long as such injury, violation, strict liability, or shortfall (as set forth in (1) - (5) above) arises from or is in any way connected with the Project, including Host Customer's, System Owner's, or any third party's performance or failure to perform with respect to the Project, however caused, regardless of any strict liability or negligence of the Program Administrator, their officers, managers, or employees, excepting only such loss, damage, or liability that is caused by the willful misconduct of Program Administrator, its officers, managers, or employees.
- B. Host Customer and System Owner understand that the Program Administrator's review of the project described herein (Project) and authorization for CSI funding shall not be construed as confirming or endorsing the qualifications of the Applicant or any person(s) involved with the Project, including but not limited to the Project installer(s), designer(s), or manufacturer(s); endorsing the Project design; or as warranting the economic value, safety, durability or reliability of the Project. The Host Customer is solely responsible for the Project, including selection of any designer(s), manufacturer(s), contractor(s), or installer(s). Host Customer and System Owner understand that they, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of the Program Administrator.
- C. The Host Customer and System Owner agree that either of them may withdraw from the Project for any reason by providing written notice of such withdrawal to Program Administrator. In the event the Host Customer or System Owner so withdraws, this Agreement will be cancelled and the Host Customer alone will retain sole rights to the incentive reservation and corresponding incentive reservation number assigned to this Reservation Request Form. To preserve such incentive reservation and corresponding reservation number, Host Customer must submit a new Reservation Request Form at the same time written notification of withdrawal from the Project is provided to Program Administrator. Host Customer understands that if all available funds are reserved for other Projects, the Host Customer cannot increase the originally reserved incentive amount. Host Customer also understands that submitting a new Reservation Request Form will not move or alter the Proof of Project Advancement Milestone Date provided by Program Administrator, if any. Host Customer further understands that if Host Customer fails to re-submit a Reservation Request Form at the time of Project withdrawal, this Application will be terminated in its entirety by Program Administrator and any previously reserved incentive funding will be released. In that instance, Host Customer must apply for a new incentive reservation should Host Customer still wish to participate in the Program.
- D. The Host Customer and System Owner agree that the Program Administrator will have no role in resolving any disputes between them or any of the parties involved in the Project including but not limited to the Applicant, system designer, equipment supplier and/or installer.
- E. The Host Customer and System Owner have the authority to install the photovoltaic system at the Project Site, or have obtained the permission of the legal owner of the Project Site, to install the photovoltaic system.
- F. Host Customer and System Owner understand that the Program Administrator requires inspection(s) and measurement and evaluation of the proposed generating system. Host Customer and System Owner shall permit Program Administrator and/or its designee(s) to (a) install all necessary performance measurement equipment; and (b) inspect, demonstrate, monitor, and photograph the Project. The Host Customer and System Owner shall use their best efforts to accommodate the scheduling requirements of the Program Administrator and/or its designee(s).
- G. The Host Customer and System Owner shall agree to allow all information provided as part of the reservation claim process to be entered into a statewide database that will permit tracking of application for this and other incentive programs. Access to this database will be limited to Program Administrators and the Energy Commission.
- H. The Host Customer and System Owner understand that other program rebates, grants, forgiven loans, financial incentives, post-installation agreements, Renewable Energy Credits (aka RECs, Green Credits, etc.), and performance payments are "other incentives" and must be disclosed in the Incentive Calculation Worksheet.
- I. The undersigned declare under penalty of perjury under the laws of the State of California that 1) the information provided in this form is true, accurate and complete, 2) the above described photovoltaic system is new and intended to offset part or all of the Host Customer's electrical needs at the site of installation, 3) the Site of installation is located within the Program Administrator's service territory, 4) the self-generating equipment is not intended to be used as a backup generator, and 5) the Host Customer and System Owner have received a copy of this completed form.
- J. This Reservation Request is subject to an Application Fee as per Section 4.2.5 of the CSI Handbook. Upon Project completion and incentive payment, Application Fees will be returned in full to the Host Customer. The Host Customer and System Owner are

committed to completing this Project, and by signing below, are stating their intent to contract with individual(s) necessary for completion of the Project.

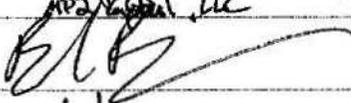
The Host Customer is the reservation holder and reserves the right to submit new project specifications, including a new Applicant designation, upon withdrawal from the Project and cancellation of this Agreement, in accordance with Section 3 above.

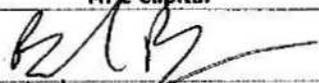
Certification by Applicant: Where an APPLICANT has been separately identified on the Reservation Request Form, the Applicant must certify that the information provided on the Reservation Request Form is true, accurate, and complete. The Applicant is not a Party to the contract, but certifies under penalty of perjury that the information provided on the Reservation Request Form and the CSI Incentive Calculation Worksheet is true, accurate, and complete.

SYSTEM DESCRIPTION WORKSHEET

Please provide complete answers to all of the following questions regarding the proposed Project requesting a reservation under the CSI Program.

1. Is there any existing generation at this Site, including nonfunctioning and/or emergency back-up generation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, does any of this existing generation serve to export electricity for sale, either with an "over-the-fence," or other wholesale arrangement (e.g., qualifying facility contract)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Describe the location of the major system components on the site (e.g., PV system will be located on the existing administration building's roof) and attach a copy of a site or plot plan if available.	
3. At what stage of development is this Project currently in and is new building construction or major renovation also involved?	
<input checked="" type="checkbox"/> Conceptual planning <input type="checkbox"/> Signed contract for equipment purchase <input type="checkbox"/> System installed <input type="checkbox"/> New construction <input type="checkbox"/> Major renovation/facility expansion	
4. What is the estimated date of Project completion (all equipment being claimed as an eligible cost is installed, interconnected, permitted and operational)?	
Estimated project completion date	
5. Have the necessary interconnection application(s) already been submitted to the serving local distribution company(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Estimated date of application	
6. Will the Host Customer be the owner of the PV system after it is installed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no, describe the contractual arrangement between the System Owner and Host Customer, including duration of contract and cancellation policy (attach additional copy of contract). <i>20 year power purchase agreement</i>	
Duration of contract <i>20 years</i>	
Duration of cancellation policy	
7. Does the Host Customer named above have legal ownership of the building and/or property where the proposed PV system will be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, please indicate who does own the building and/or property, the contractual relationship with the Host Customer and the contract period.	
Building and/or property owner	
Contractual relationship with the Host Customer	
Contract period	
8. Is the Host Customer or Applicant aware of any plans to potentially sell, transfer or relocate the proposed PV system and/or the buildings or property where the PV system will be located , before the CSI required warranty period ends (i.e., ten years after the system is installed)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please describe	
9. Will the portion of the Project costs not covered by the CSI rebate require outside financing by the Host Customer?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please indicate the planned source of financing	
<input type="checkbox"/> Seller of System <input type="checkbox"/> Government Agency <input type="checkbox"/> Commercial Lender <input type="checkbox"/> Undecided	
10. Are there other financial incentives with regards to this Project? Examples of other incentives include but are not limited to: other program rebates, grants and gifted equipment.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please describe and attach copies of agreement(s) involved.	
11. Are there any post-sale agreements or contracts anticipated as part of either the sale or lease of this system between either the seller/installer, the system owner and/or the Host Customer which go into effect after the initial sale is made (e.g., cash payment(s) to Host Customer for agreeing to allow seller/installer to use system in a sales or promotion campaign, cash payment(s) to Host Customer if system does not perform to a certain level, anticipated sale of Renewable Energy Credits (RECs) or Green Credits, forgiven loans, performance	<input type="checkbox"/> Yes <input type="checkbox"/> No

HOST CUSTOMER		APPLICANT	
Name	Elliot Landes	Name	Brad Bauer
Title		Title	Managing Director
Company	City of Winters	Company	MP2 Capital, LLC
Signature		Signature	
Date		Date	1/18/08

PROGRAM ADMINISTRATOR		SYSTEM OWNER	
Name		Name	Brad Bauer
Title		Title	
Company	Pacific Gas and Electric Company	Company	MP2 Capital
Signature		Signature	
Date		Date	1/18/08

California Solar Initiative
 Expected Performance Based Buydown Calculator

	Proposed	Reference
Site Specifications:		
ZIP Code	95694	92867
City	Winters	Orange
Utility	PG&E	
Customer Type	Government/Non-Profit	
PV System Specifications:		
PV Module	Evergreen Solar:ES-190-SL	
Number of Modules	1080	1080
DC Rating (kW STC)	205.2000	205.2000
DC Rating (kW PTC)	182.3040	182.3040
Inverter	SatCon Power Systems Canada Ltd.:AE-225-60-PV-A	
Number of Inverters	1	1
Inverter Efficiency (%)	94.50 %	94.50 %
Shading	Minimal Shading	Minimal Shading
Array Tilt (degrees)	0	
Array Azimuth (degrees)	180	
		
Optimal Tilt (proposed azimuth)	22	
Optimal Tilt (facing South)	22	17
Results		
Annual kWh	256,074 (a)	
at optimal tilt	290,834 (b)	
facing south at optimal tilt	290,834 (c)	305,017 (d)
Summer Months	May-October	May-October
Summer kWh	167,218 (e)	
at optimal tilt	177,852 (f)	
facing south at optimal tilt	177,852 (g)	176,116 (h)
CEC-AC Rating	172.277 kW	
	Systems greater than or equal to 50 kW (CEC-AC rating) are ineligible for EPBB incentives.	
Design Correction ¹	94.021%	
Geographic Correction ²	95.350%	
Design Factor ³	89.649%	
Incentive Rate	\$2.38/Watt Eligible Incentive ⁴	\$2.65/Watt Reference Incentive
Incentive ⁵	\$409,278	
	Please be aware that PG&E has received enough non-residential projects to move into Step 5 (once all projects are reviewed and reserved). The total capacity under review is 17.88 MW and the total capacity available in Step 4 is 12.29. It is very likely that your project will receive funding in Step 5 (\$2.30/Watt) for a total incentive of \$355,223.	
Report Generated on	1/18/2008 2:10:31 PM	

The CSI-EPBB calculator is a tool available to the public and participants of the CSI program, whose sole purpose is to determine the EPBB Design Factor and calculate an appropriate incentive level based on a reasonable expectation of performance for an individual system. The results of the calculator should not be interpreted as a guarantee of system performance. Actual performance of an installed PV system is based on numerous factors, and may differ with the results summarized in the CSI-EPBB calculator. For this reason, contractors, participating customers, and other interested parties should only utilize the calculator to determine an appropriate incentive when applying to the CSI incentive program. Additional uses for the calculator other than its intended purpose as stated above are not endorsed or encouraged.

Notes:

- Design Correction:** This is the ratio of the summer output of the proposed system (e) and the summer output of the summer optimal system at the proposed location (f).
- Geographic Correction:** This is the ratio of the annual output of the summer optimal south facing system at the proposed location (c) and the annual output of the summer optimal south facing system at the reference location (d).
- Design Factor:** This is the product of the Design Correction and Geographic Correction.
- Eligible Incentive Rate:** This is the product of the Design Factor and the current CSI EPBB reference incentive rate (which depends on the selected utility and customer type).
- Incentive:** This is the total incentive for the proposed system. It is the product of the CEC-AC Rating and the Eligible Incentive Rate
- As of 8/10/07, the CSI-EPBB calculator performs rounding as follows:
 - Estimated kWh production is rounded to the kWh
 - CEC-AC rating is rounded to the watt
 - Design factor is rounded to 5 significant digits
 - Incentive is rounded to the dollar

E-mail CSI EPBB@energy.ca.gov with questions or comments.

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Mariani Packing to install megawatt solar system

By ELIOT LAMDES
Staff Writer

Mariani Packing Company, a large producer of dried fruits, has announced the planned installation of a one-megawatt photovoltaic solar-powered energy system on land near its headquarters on Crocker Drive along 150th between Winters and Yacovitz, Mar- and Packing Company is a different company from Mariani Nut Company, Winters' largest employer, but the owners of both companies are related.

MP2 Capital, a Sausalito-based renewable energy company, made the project possible by agreeing to build, own and operate the system under a power purchase agreement. Renewable Technologies, Inc., based in Sutter Creek, California, will engineer and install the system.

When complete, the solar power installation will be one of the largest privately owned commercial photovoltaic systems in the country. The system will have a measurable environmental impact and cover the course of its useful life will reduce carbon emissions by an amount greater than removing 2,315 automobiles from the road or planting 3,700 acres of trees, according to MP2 Capital.

Partnering with MP2 Capital allowed Mariani Packing to pursue the project and avoid large capital expenditures and sit the same time control future power costs. According to Mariani Packing Company CEO Mark Martini, Mariani will lease MP2 the space for the array of solar panels. MP2 will put up the funds for the installation, maintain the project, and will then take advantage of various tax incentives for renewable energy and sell the generated power to Mariani Packing. The sys-

tem has the capacity to produce enough energy to clean power roughly 28 percent of the Mariani Packing facility's annual power usage.

"Our goal remains to remove the largest of renewable energy's remaining hurdles: cost and complexity," says MP2 Capital managing director Robert Storch.

The challenge for developers of large systems is to be able to fully take advantage of available government incentives, and at the same time be able to locate the system near a large consumer of power,

according to Dean Newberry of Talbot Solar in Davis.

California is a leader in providing tax incentives for alternative energy, and many of those incentives are capped at the one-megawatt size of this project.

From the Express, May 3, 2007



CITY COUNCIL STAFF REPORT
February 5, 2008

TO: Honorable Mayor and Council Members
BY: Cas Ellena – Redevelopment & Economic Development Director *CSE*
Asa Utterback, Ponticello Enterprises
THROUGH: John W. Donlevy Jr., City Manager *JWD*
SUBJECT: Receive Informational Update Regarding Phase I of the Downtown Streetscape Improvement Project

RECOMMENDATION: Staff recommends that the City Council hear an update regarding Phase I of the Downtown Streetscape Improvement Project.

BACKGROUND: On August 7, 2007, the City approved a Consultant Services Agreement (the "Agreement") with Rick Engineering Company ("Design Team") for engineering and design services associated with the Downtown Streetscape Improvement Project (the "Project"). On December 20, 2007, the City hosted a Downtown Stakeholders Meeting, facilitated by the Design Team in order to obtain input from Stakeholders regarding Phase I of the Downtown Streetscape Improvement Project. The Design Team provided a detailed presentation (attached). The presentation included: background regarding the Downtown Master Plan process; a discussion of Winters' history, culture, and character; a visual presentation of streetscape elements; and details regarding two different Concept Alternatives. The Power Point Presentation is posted on the City's website and is airing on the City information channel.

The Stakeholders made several comments and expressed broad support for Alternative 2. The Stakeholders comments are listed at the end of the Power Point presentation. The Design Team has revised Alternative #2 to reflect the preferences and direction provided at the Stakeholder's Meeting and is proceeding with the design using the revised Alternative #2 concepts.

The design team is scheduled to take the construction documents up to 90% completion and then present those documents and the recommended alternatives at a second stakeholders meeting in April or May. At this time Stakeholders will be able to make additional comments. Based on this public review, certain revisions can be made followed by construction document completion. It is anticipated that the final construction documents will be completed by June of 2008 with a bid process commencing immediately following. Staff estimates that construction can commence in July with completion in the fall of 2008, prior to the holiday season.

FISCAL IMPACT: None by this item, information only.

ATTACHMENTS: - Power Point Presentation from December 20, 2007 Stakeholders Meeting.

Stakeholders Meeting / Workshop

Winters Community Development Agency
City of Winters, California

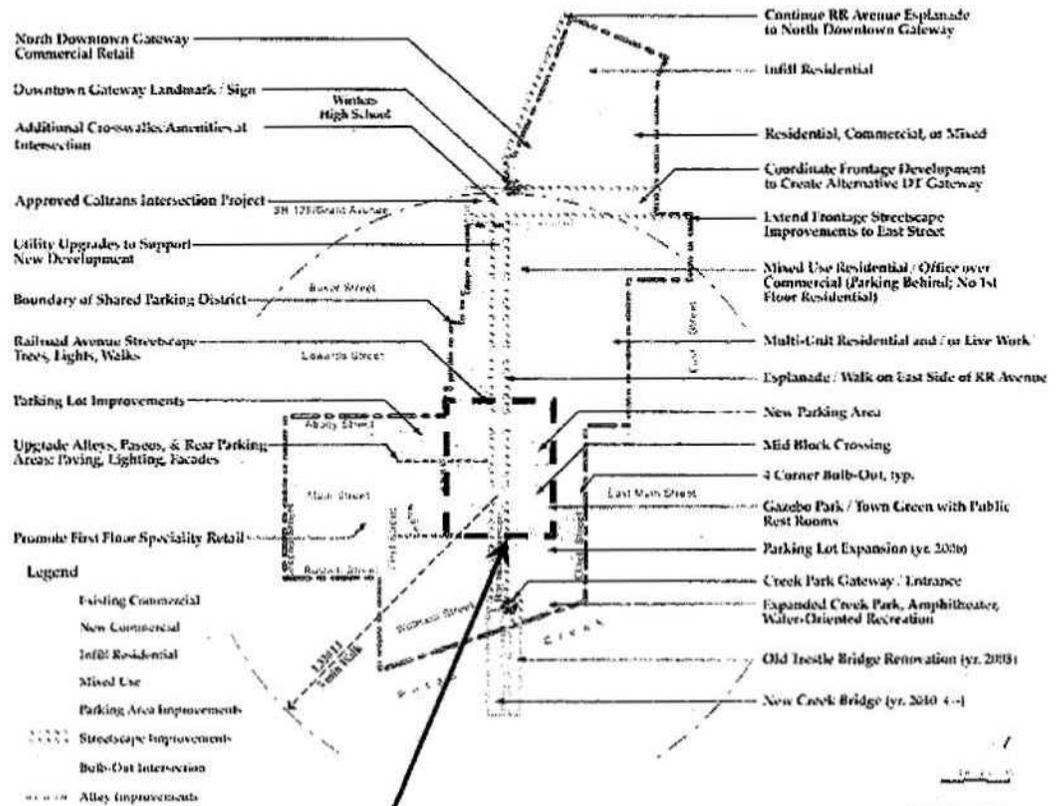
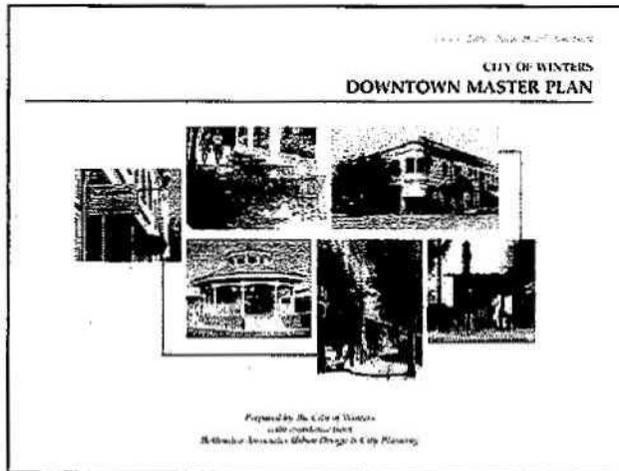
December 20, 2007



Urban Design & Planning

Downtown Master Plan

- Consistency with the Downtown Master Plan
 - Public Distribution Draft
 - January 2006
 - Bottomley Associates

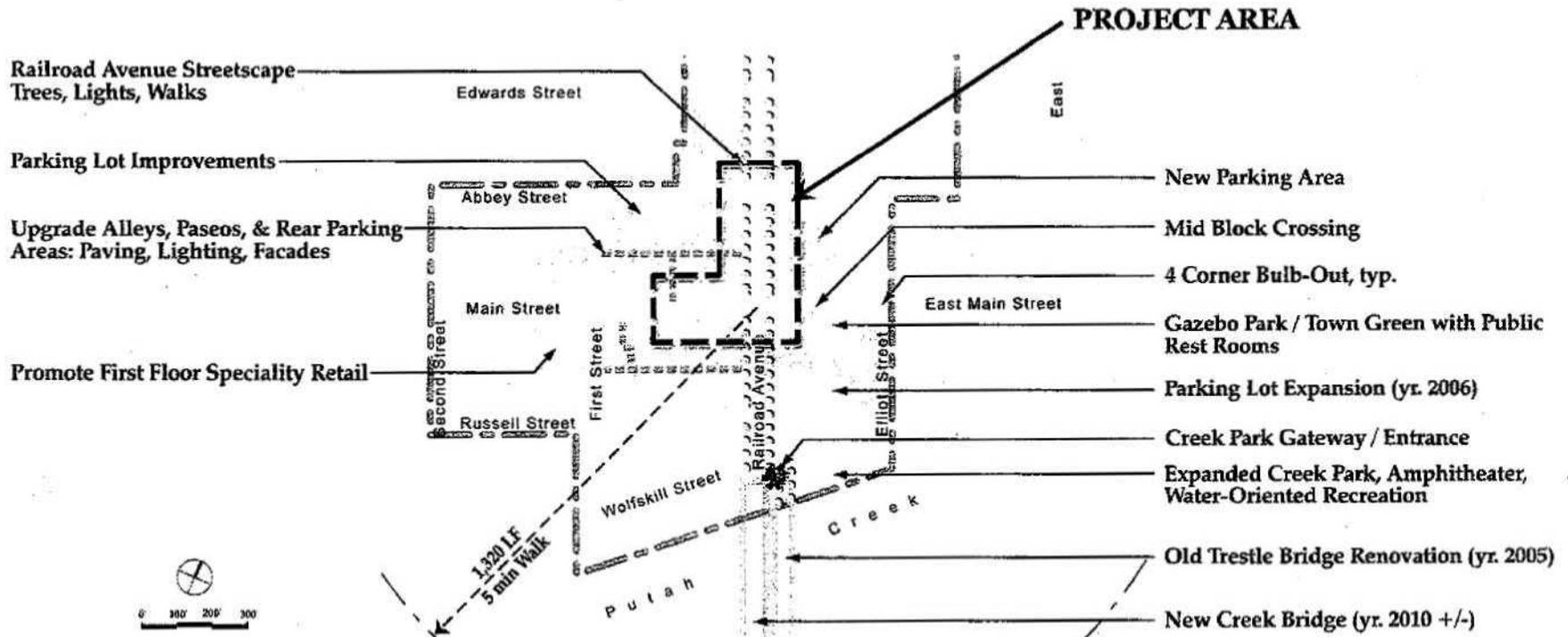


PROJECT AREA

Vision Plan
 Downtown Master Plan, Public Distribution Draft



Project Area

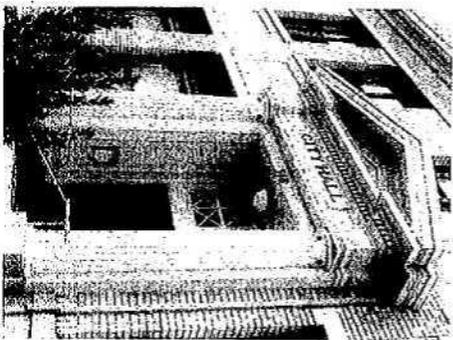
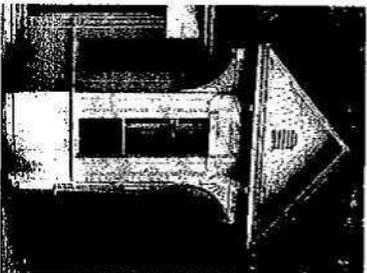
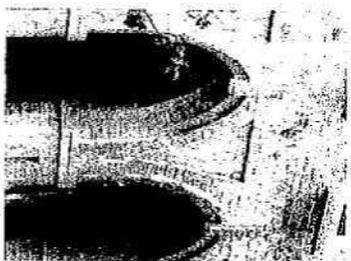
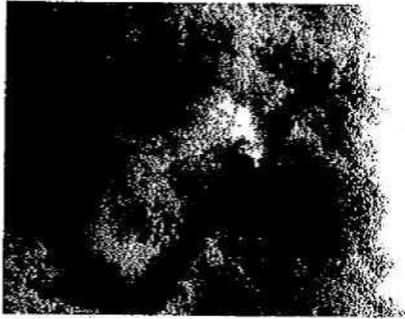
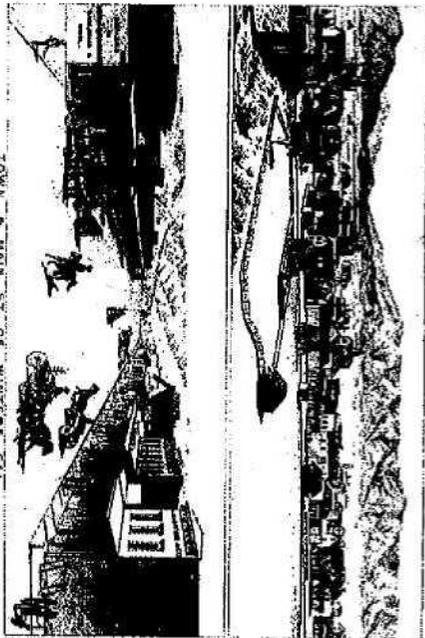
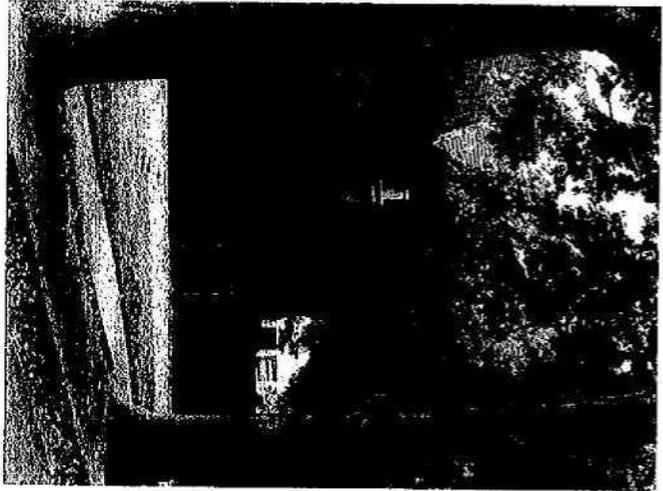


Vision Plan

Downtown Master Plan, Public Distribution Draft

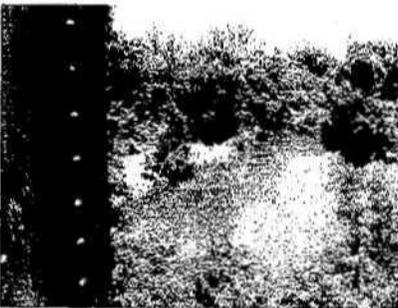
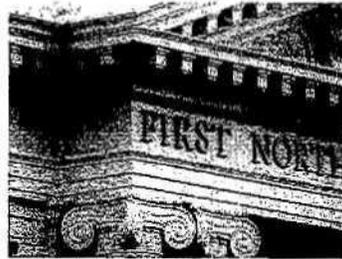


Maintain & Celebrate Historic/ Agricultural History



RICK
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Urban Design & Planning

Maintain & Celebrate City Character



Consistent Streetscape Elements

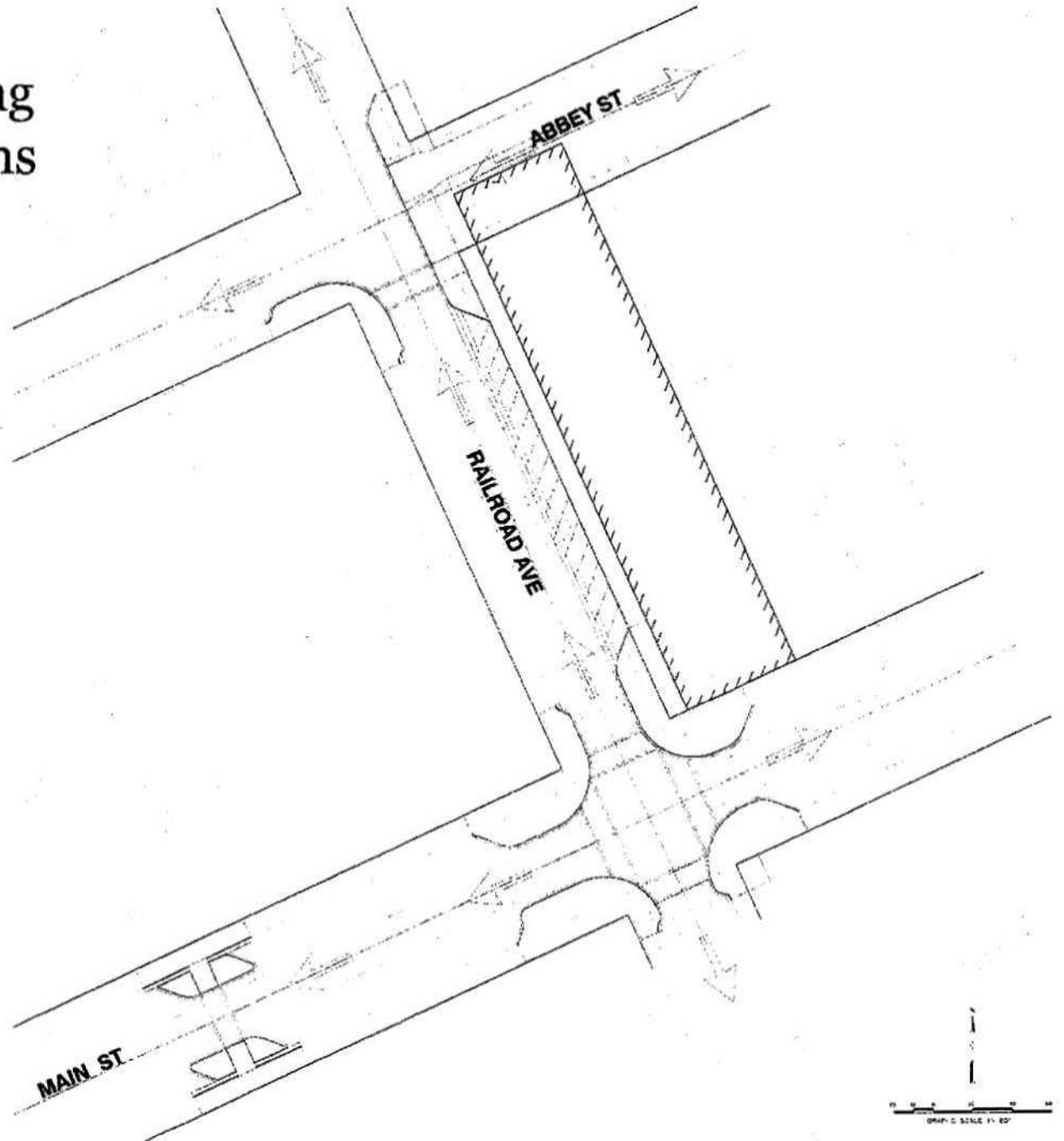
- Benches
- Park Tables
- Trash Receptacles
- Lighting
- Bollards
- Bicycle Racks
- Newspaper Racks
- Screen Wall & Rail
- Signage
- Paving
- Tree Grates
- Tree Guards
- Plating Palette
- Planters
- Public Art



Existing Streetscape Elements

Maintain Existing Drainage Patterns

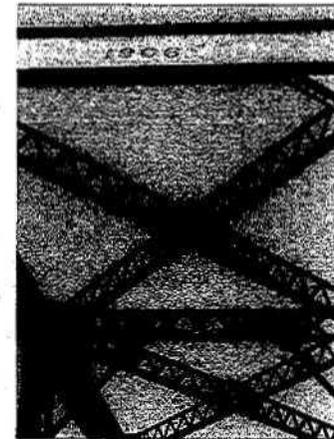
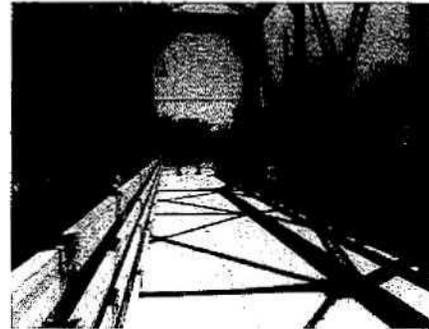
- New Alternatives maintain the existing overall drainage pattern



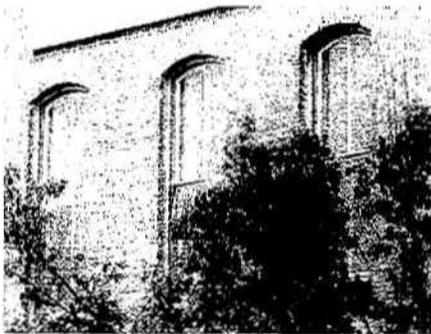
Concept Alternatives

- **Alternative 1 – Inspiration**
 - **Southern Pacific Railroad Bridge**

- All black metal furnishings; benches, trash, bollards, tree guards, planters, rails, tree grates, etc.
- Dual-head light fixtures at bulb-outs
- Seat Wall on Main St. Concrete wall with tile cap and metal rail.
- Concrete pavers in mix of reds & charcoal
- Concrete pavers at bulb-outs & crosswalks



- **Alternative 2 (Selected) – Inspiration**
 - **Bank of Winters & De Vilbiss Hotel Brick**



- Wood slat benches in city standard “classic historical” design.
- All other furnishings to match the “classic historical” design.
- City standard light fixtures at bulb-outs
- Clay brick in herringbone pattern mix of reds, tans, & grays
- Clay brick at bulb-outs & center intersection of Main St. & Railroad
- Concrete crosswalks

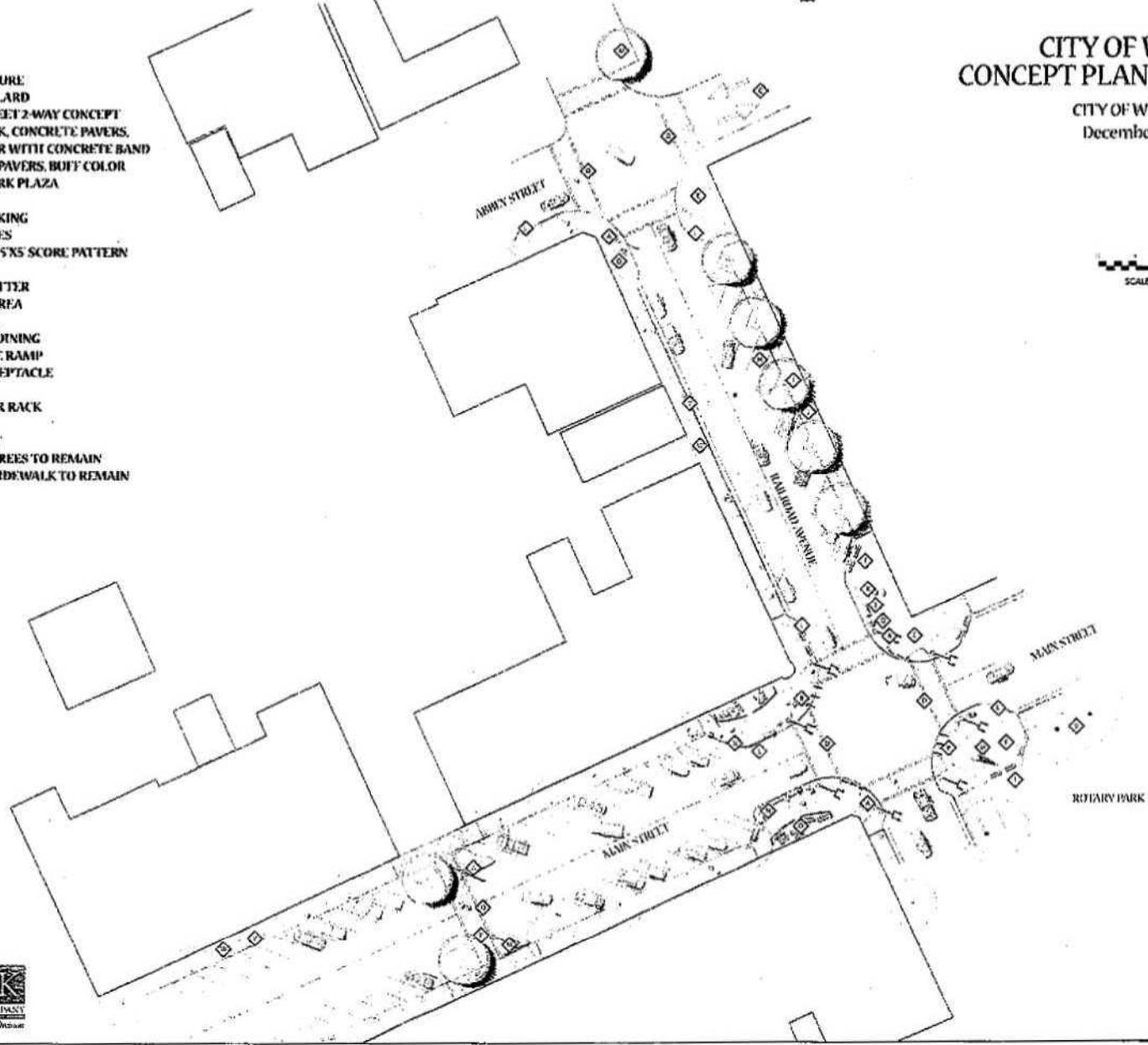
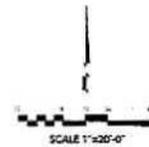
Alternative 1 Concept

CITY OF WINTERS CONCEPT PLAN ALTERNATIVE 1

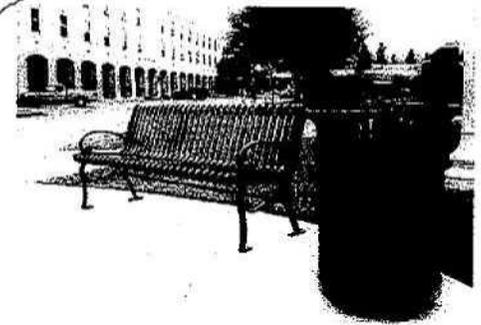
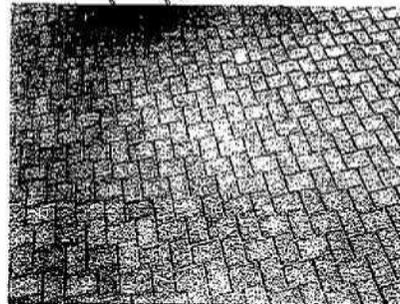
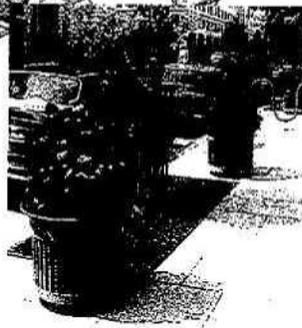
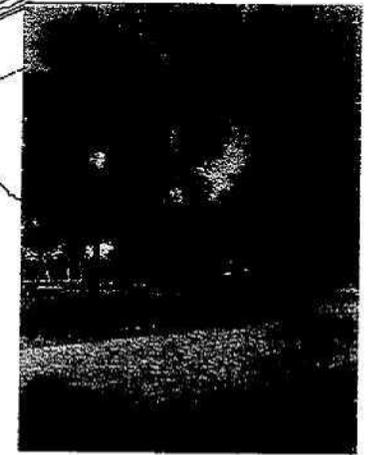
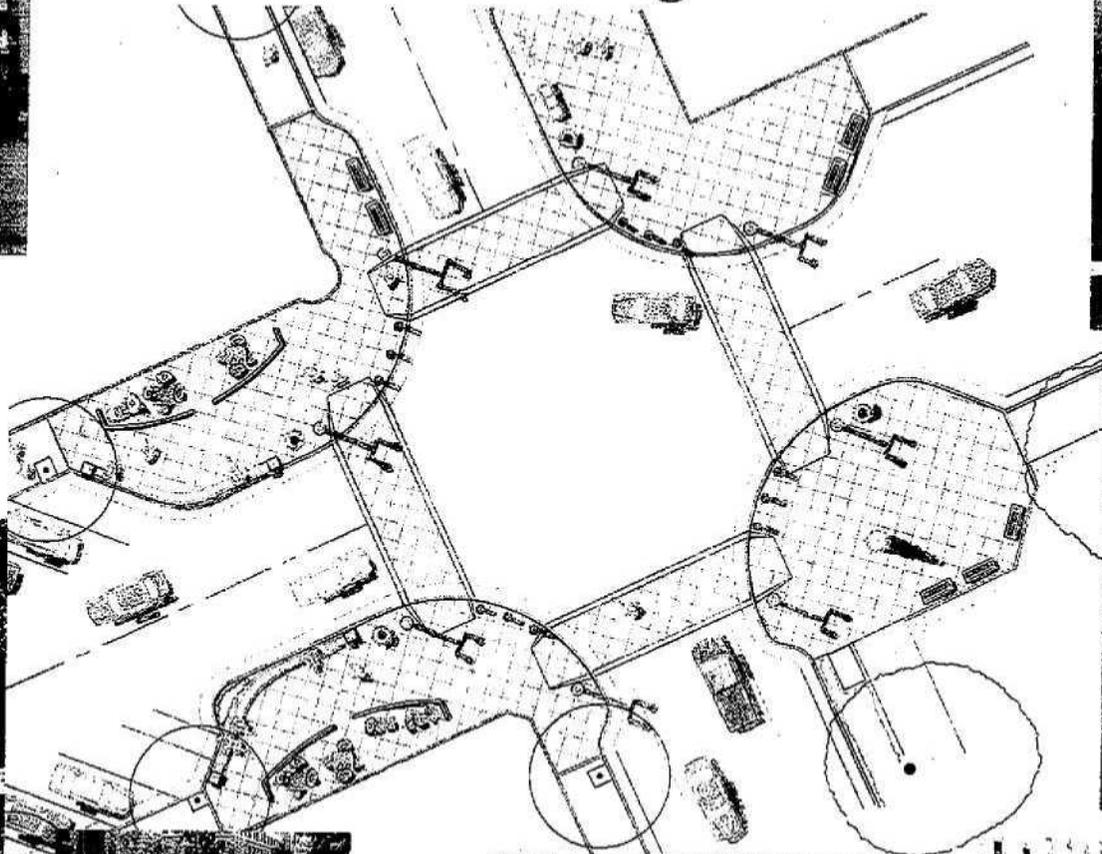
CITY OF WINTERS, CA
December 20, 2007

LEGEND

- A. LIGHT FIXTURE
- B. LIGHT BOLLARD
- C. ABBEY STREET 2-WAY CONCEPT
- D. CROSSWALK, CONCRETE PAVERS,
BUFF COLOR WITH CONCRETE BAND
- E. CONCRETE PAVERS, BUFF COLOR
- F. ROTARY PARK PLAZA
- G. NOT USED
- H. ANGLE PARKING
- I. TREE GRATES
- J. SIDEWALK, 5'X5' SCORE PATTERN
- K. NOT USED
- L. CURB & GUTTER
- M. PLANTER AREA
- N. SEAT WALL
- O. OUTDOOR DINING
- P. ACCESSIBLE RAMP
- Q. TRASH RECEPTACLE
- R. BIKE RACK
- S. NEWSPAPER RACK
- T. BENCH
- U. PUBLIC ART
- V. EXISTING TREES TO REMAIN
- W. EXISTING SIDEWALK TO REMAIN



Alternative 1 Concept Street & Paving Palette



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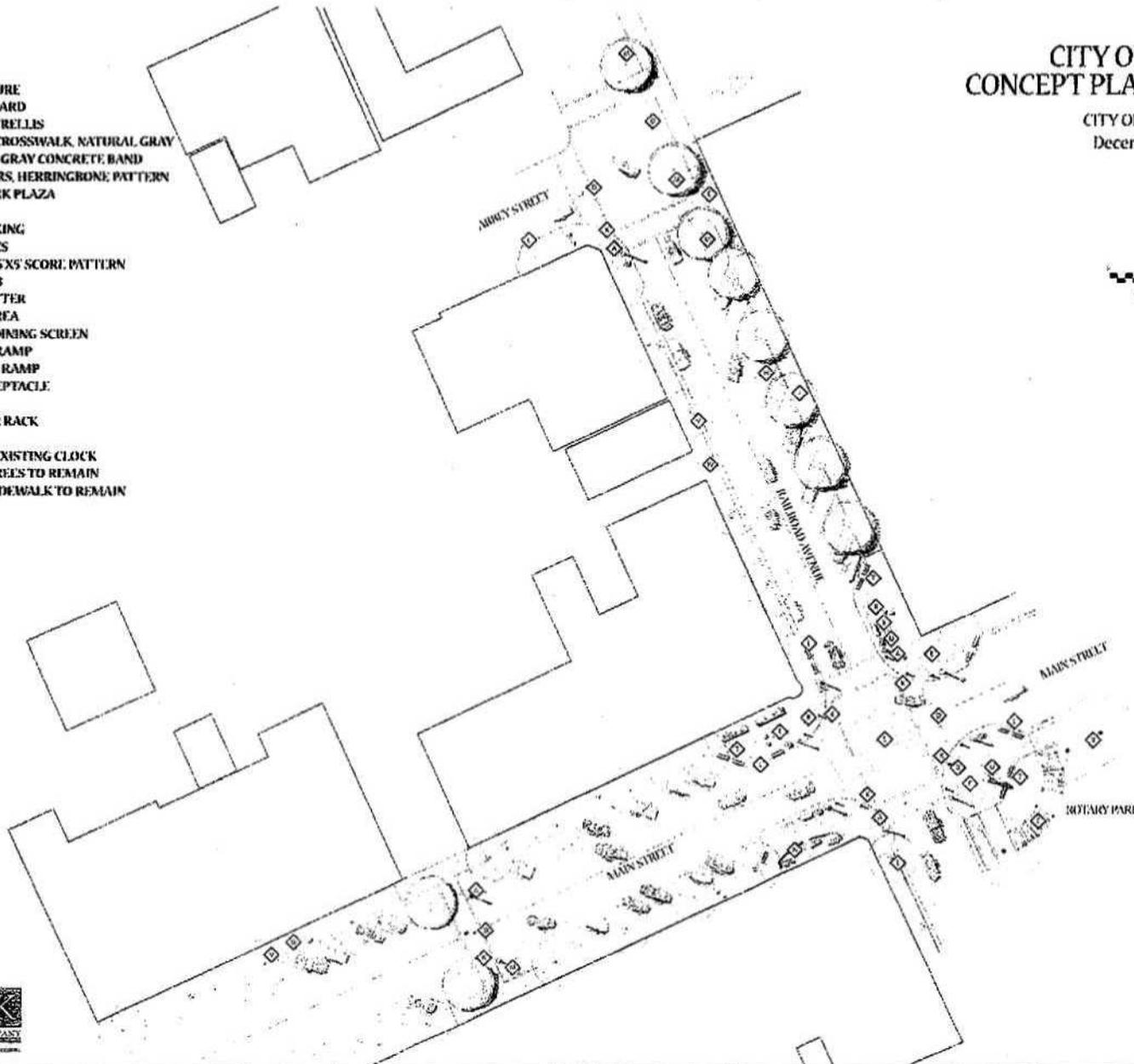
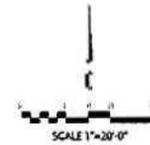
Alternative 2 (Selected) Concept

CITY OF WINTERS CONCEPT PLAN ALTERNATIVE 2

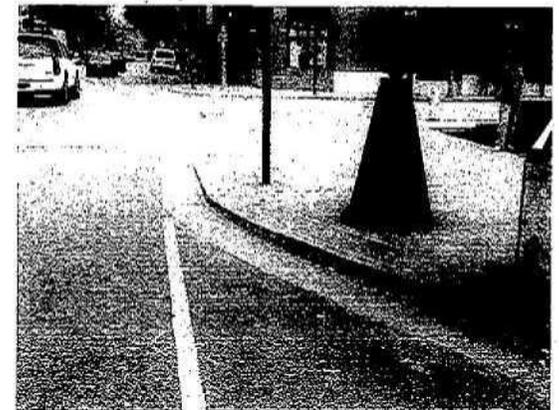
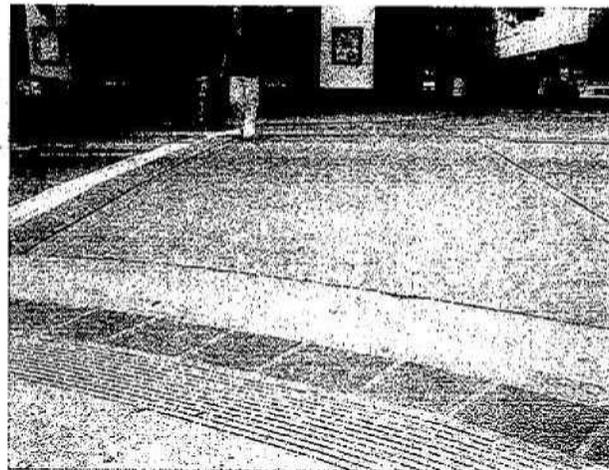
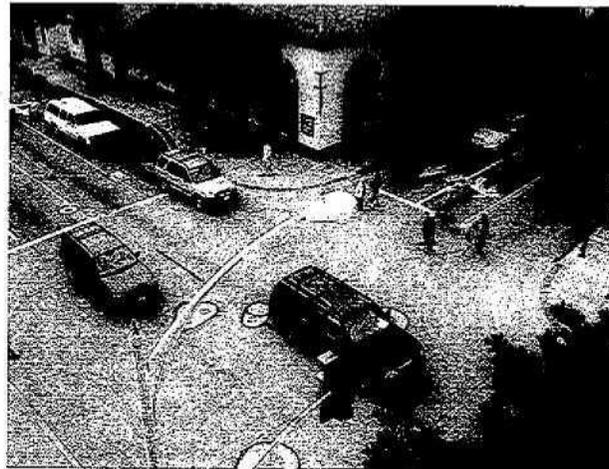
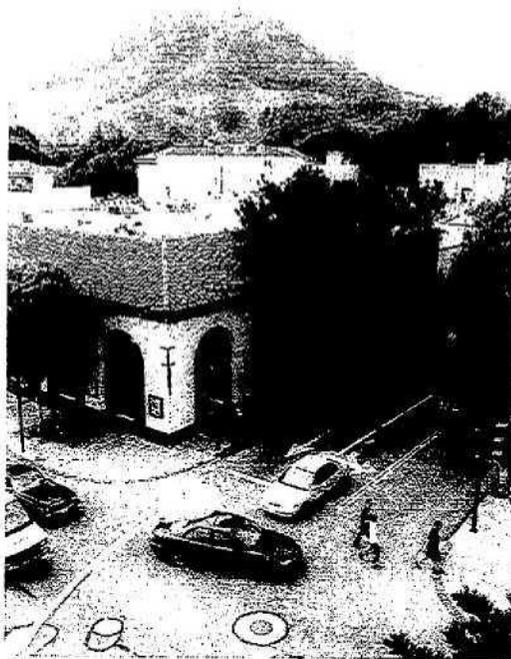
CITY OF WINTERS, CA
December 20, 2007

LEGEND

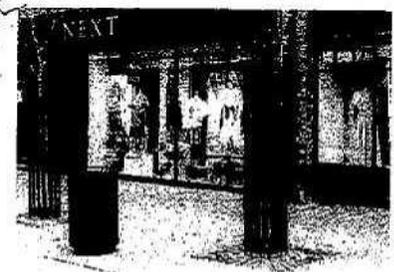
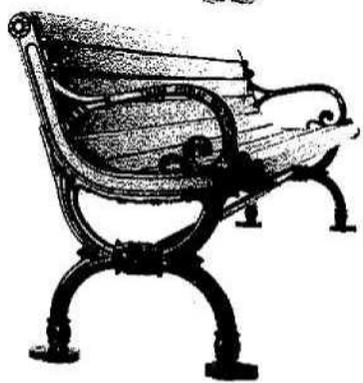
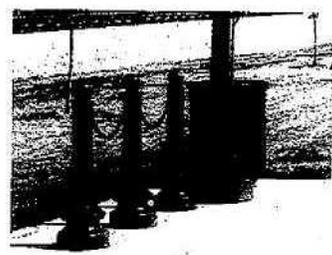
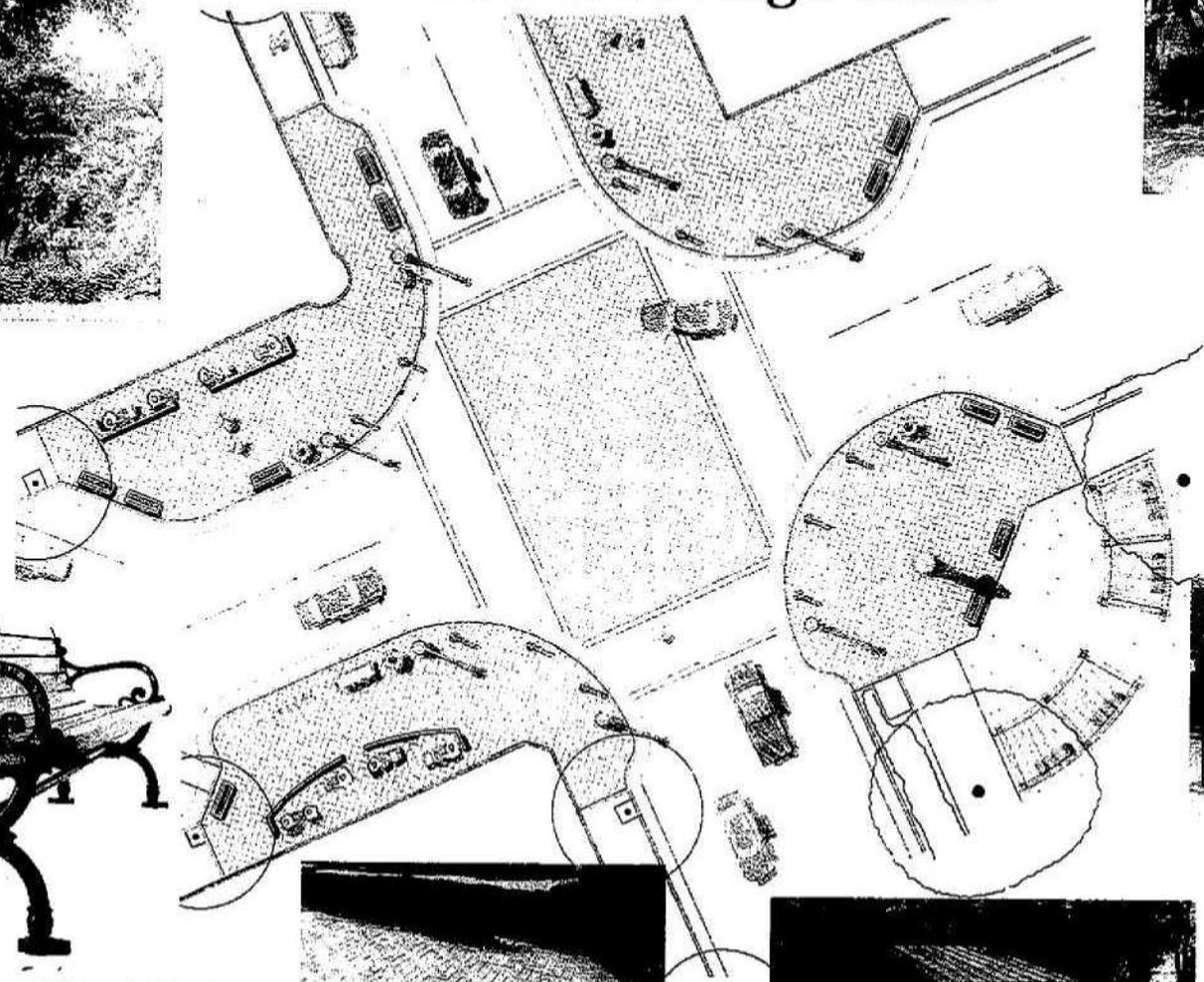
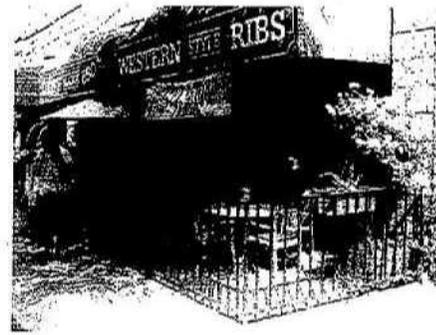
- A. LIGHT FIXTURE
- B. LIGHT BOLLARD
- C. RAILROAD TRELLES
- D. CONCRETE CROSSWALK, NATURAL GRAY WITH DARK GRAY CONCRETE BAND
- E. BRICK PAVERS, HERRINGBONE PATTERN
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- V. EXISTING TREES TO REMAIN
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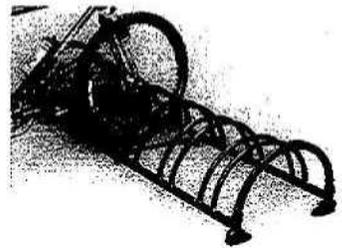
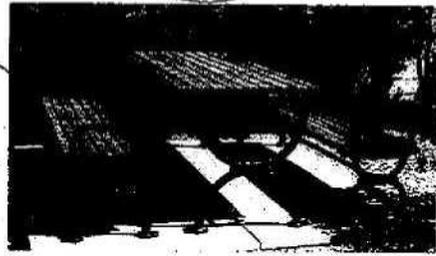
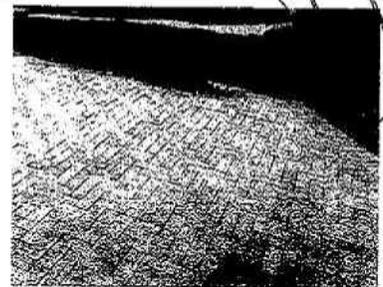
Alternative 2 (Selected) Concept Case Study Downtown San Luis Obispo, California



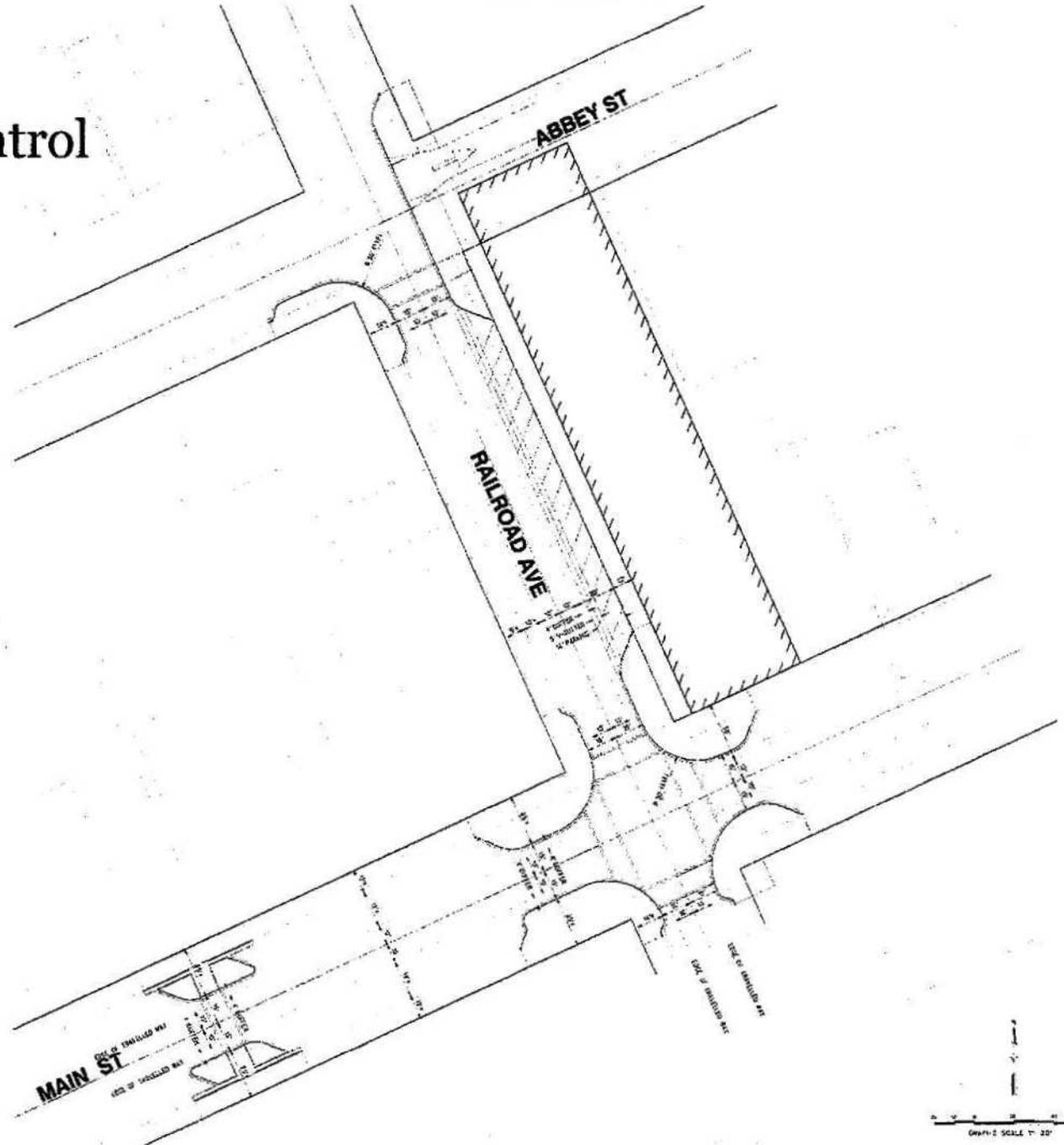
Alternative 2 (Selected) Concept Street & Paving Palette



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Horizontal Control



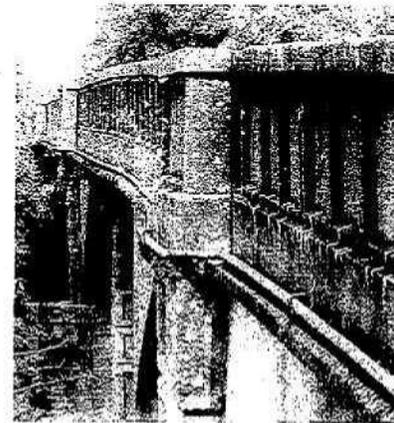
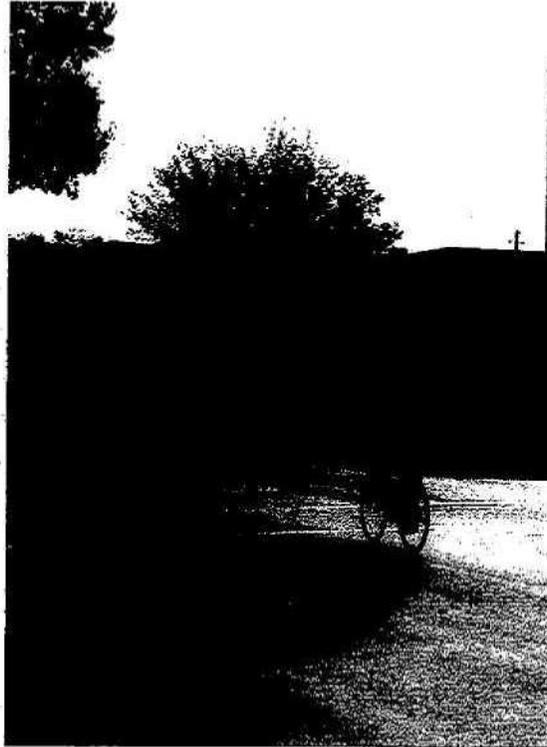
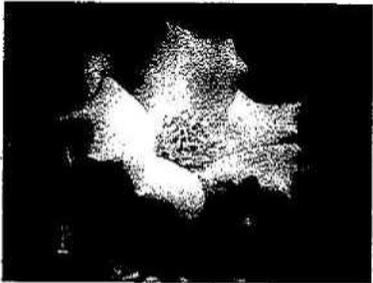
Issues to be Resolved

- Potential Impacts to basements
- Fire Hydrant Locations
- Continued coordination with Monticello

Next Steps

- Public Meeting #1 – Public Input
- Revise Documents per Comments
- 90% Construction Documents
- Public Meeting #2
- Public Review
- Revise Documents per Comments
- Project Out to Bid

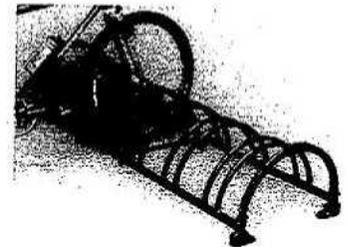
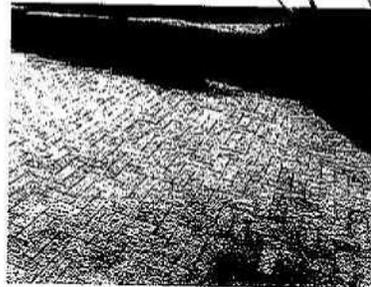
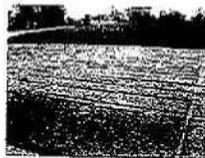
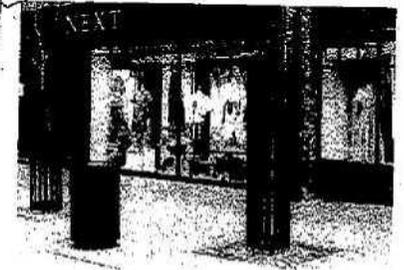
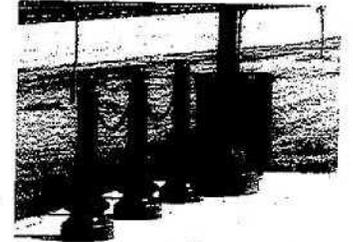
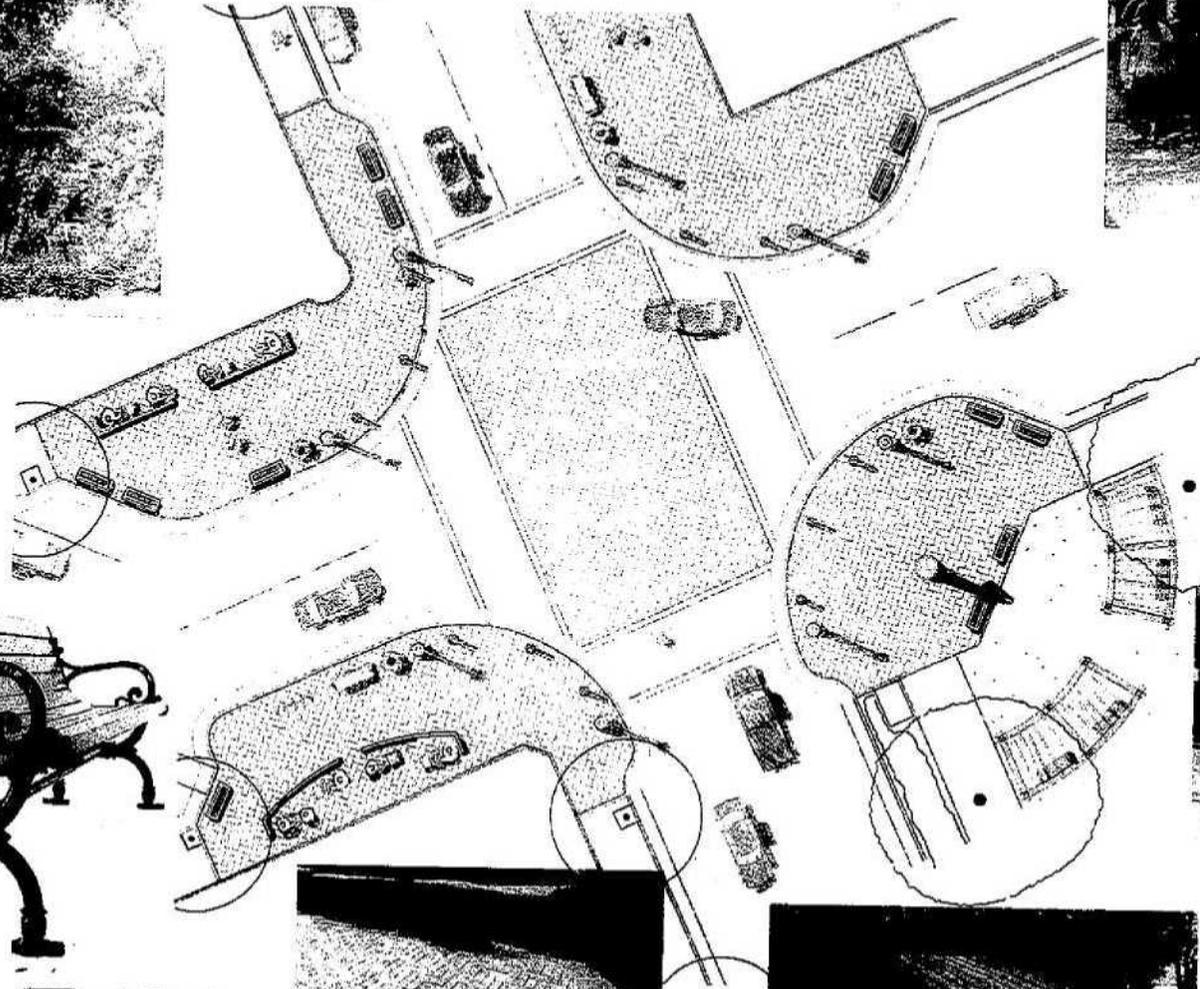
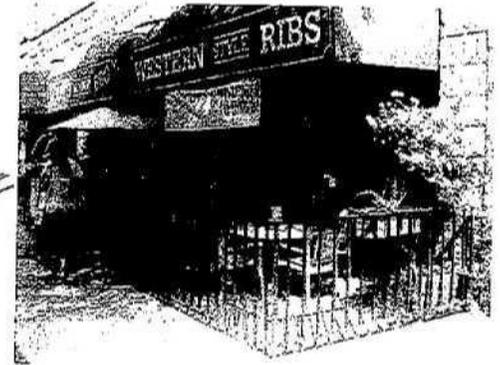
Questions & Comments



Stakeholders Meeting Comments

- Alternative #2 received broad support. Design team will revise alternative #2 to address the preferences and direction from the stakeholders meeting.
- Stakeholders supported use of proposed wood-slat bench, but only for highly visible locations on the bulb-out corners and wanted existing metal benches to be used at other locations.
- Stakeholders expressed interest in using the nicer, better quality materials in a unique fashion.
- Stakeholders requested/ supported the addition of service for festoon lighting at bulb-out corners. Design team will research.
- Stakeholders concerned about parking. Design team will minimize loss of parking with changes and verify parking count is consistent with the master plan.
- Design team will prepare a probable construction cost estimate for selected Alternative as modified by the stakeholder meeting input.

Selected Alternative



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Urban Design & Planning

City of Winters
Downtown Streetscape Improvements, Phase 1
Stakeholders Meeting Notes
December 20, 2007

Stakeholders Concerns and Questions with Responses and Answers:

1. Stakeholders asked how many parking spaces would be lost due to the proposed scheme?

The consultant team will provide a parking count and verify that they are consistent with the City of Winters Downtown Master Plan Jan. 2006.

2. Is directional signage for local business being proposed as part of this project? Directional signage was previously discussed in the Downtown Master Plan meetings.

Directional signage was not part of this scope and contract.

3. There were questions of how the drainage for the mid-block bulb-outs will work.

The consultant stated it will be a "channel" with possibly a grate over the top behind the landscape areas. Use of underground drainage will be considered.

4. The existing curb and gutter in some of the areas to remain does not drain well. Is part of the scope to repair or replace drainage curb and gutter along Main Street and Railroad? Can existing sidewalks to remain be "freshened up"?

Most of the problem areas are caused by the gutter next to a tree well "lifting" slightly which then blocks the drainage upstream due to the very shallow slope of the area. Asa stated that this was taken out of the scope of our project. He will discuss with consultants to look at any minor work we could do to "help" some of the problem areas, by extending join points slightly in some areas to try and repair some problem areas

It will be part of a future project that city is currently putting in for a grant. The team stated that there are things that may be done to clean up sidewalk such as steam cleaning, but cracks are difficult to repair on a patch by patch basis.

5. Is the potential Abbey Street abandonment with the Monticello Project going to happen? Has the final decision been made on what will happen with it?

The Monticello project along with the potential Abbey Street abandonment will be brought to the City Council for discussion in the next few weeks, but is only an initial concept at this point until the Council gives staff the okay to pursue the concept.

6. There were some stakeholders who recommended against the wood slat benches because of maintenance issues. Later discussion resulted in suggesting maybe using both types and using wood in the high traffic areas where vandalism might be minimized such as in bulb-out areas or mid-block crossing areas.

7. Stakeholders asked if use of the brick materials in the streets would preclude farm machinery use of the roads.

The consultant team stated that all paving systems with the vehicular right-away would be designed to handle heavy machinery and emergency vehicular traffic.

8. Stakeholders asked if additional electrical outlets could be provided for lighting, especially at Main and Railroad Street corner. They request a 200amp to provide electrical service for yearly festivals.

The consultant team stated that they would review possible sites for the service. The consultants suggest one possible location may be the new Monticello development at the corner of Main and Railroad Streets. Another possibility being considered is to provide a lighting service cabinet at an appropriate location.

9. Stakeholders want to make sure that landscaping and irrigation are part of the new proposed landscape.

Landscaping and irrigation are in the project, but in the areas where new bulbouts are being constructed and along the east side of Railroad where the curb, gutter and sidewalk are being completed shifted and reconstructed. The consultant team stated that all new plantings are proposed to have automatic irrigations systems. Backflow devices will need to be located within the planting areas hidden or screened within the public right-of-way.

10. Stakeholders asked the possibility of addressing gas service into the café seating area?

The team stated that providing gas service within the public right away maybe a code issue. They will review with the City to verify. Cost would need to be borne by the fronting property owner, if it can be done.

11. Alternative #2 had the greatest support to proceed to 90% construction documentation. The color and texture of the materials palette was asked to be revised further.

The consultant team stated that they will bring back for review samples and colors at the next stakeholders meeting.

12. Stakeholders asked if it was possible to do the Alternative #2 with concrete pavers?

The consultant team stated that both alternatives can be interchangeable with the brick or concrete paving materials.

13. Stakeholders asked if the mid-block crossing could be angled along with the parking to possibly be a little more efficient use of space and not lose so many parking stalls?

The consultant team stated that they will review the angle of the bulbout configuration to maximize parking counts while not interfering with pedestrian safety.

14. Stakeholders asked what is the timing? How much flexibility there will be to change the design at 90%.

Asa clarified that stakeholder input that is being gathered will provide major direction for the consultant team to implement the improvements and 90% input will provide the fine-tuning of the aesthetics. At 90%, some adjustments might be made as long as they are not significant. We will have the aesthetic colors and patterns to finalize with some examples of benches, bricks and other features available.

15. Stakeholders asked if there is consideration for signalization at Main and Railroad Streets?

The consultant team responded that signalization was not considered or studied as part of this project. In the City's General Plan, a signal is not projected to be required in the planned future.

16. How will construction phasing work? What will be done about the effect of the project on the operation of the downtown businesses?

The consultant team gave the stakeholders multiple scenarios of construction phasing and stated that keeping all businesses open during construction will be part of the project. City Manager John Donlevy told the group that it will be a pain and a hassle during construction, but the end result will be well worth it and he intends to have the project do the work all at once for speed and just "knock it out" as quickly as possible.

17. The City will post presentation on the website.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: February 5, 2008
THROUGH: John W. Donlevy, Jr., City Manager. 
FROM: Nicholas J. Ponticello, City Engineer
SUBJECT: Resolution 2008-04, Adopting a Sewer System Management Plan, Development Plan, and Schedule per State Water Resources Control Board Order No. 2006-0003-DWQ.

RECOMMENDATION: Staff recommends that City Council approve the SSMP Development Plan and Schedule to comply with the Waste Discharge Requirements for City of Winters Wastewater System.

BACKGROUND: On May 2, 2006, the California State Water Resources Control Board (SWRCB) adopted Statewide General Waste Discharge Requirements (WDRs), Order No. 2006-003, for all publicly owned sanitary sewer collection systems.

City of Winters Wastewater System is subject to the requirements of the General WDRs. The WDRs require that all publicly owned collection systems greater than one mile in length take all reasonable steps to prevent Sanitary Sewer Overflows (SSOs), develop a Sewer System Management Plan (SSMP), and comply with reporting requirements.

The Statewide WDR requires that the agency's governing board approve the SSMP Development Plan and Schedule at a public meeting. The action City Council takes by adopting this plan and schedule satisfies this requirement. The SSMP Development Plan and Schedule identifies the milestone dates for completing each element of the SSMP and identifies the responsible party of completely the SSMP plan sections. As the attached table illustrates, this is the first of many task the City Wastewater System will be undertaking to develop a comprehensive SSMP in compliance with the WDR.

FISCAL IMPACT: There are no financial impacts.

Attachment: (1) Resolution 2008-04
(2) SSMP Development Plan and Schedule for City of Winters

RESOLUTION NO. 2008-04

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WINTERS ADOPTING SEWER SYSTEM
MANAGEMENT PLAN, DEVELOPMENT PLAN,
AND SCHEDULE

BE IT RESOLVED AND ORDERED that the City Council of the City of Winters, the governing agency for the City of Winters Wastewater System, under the laws of the State of California, hereby approves a Sewer System Management Plan (SSMP) Development Plan and Schedule, in the form hereto attached, and authorizes the Public Works Administrator or her designee to certify approval of the SSMP Development Plan and Schedule in the California Water Resources Central Board's (SWRCB) electronic database to comply with the SWRCB Statewide General Waste Discharge Requirements (WDRs), Order No. 2006-003.

PASSED AND ADOPTED, this 5th day of February, 2008, by the City Council of the City of Winters by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, MAYOR

ATTEST:

Nancy G. Mills, City Clerk

City of Winters
Sewer System Management Plan Development Plan and Schedule

<u>Sections</u>	<u>Description of Activities to Achieve Desired Goals</u>	<u>Required Completion Date</u>	<u>Status</u>
	Implement the Electronic Spill Reporting Program	9/2/2007	Completed
	Develop the SSMP development plan schedule	2/2/2008	Completed
Section 1 - Goals	Define the goals of the SSMP	5/2/2008	[]
Section 2 - Organization Structure	1) Identify the administrative and maintenance positions for implementations measures in the SSMP program, including lines of authority by organization chart. 2) Identify the chain of communication for reporting SSOs, from receipt of a complaint or other information, to RWQCB, SWRCB, County Health Dept, State Office of Emergency Services (OES) etc.	5/2/2008	[]
Section 3 - Legal Authority	Identify all legal authorities possessed by the City to: a) Prevent illegal connection to the sewer system; b) Require that sewers and connections be properly designed and constructed; c) Ensure access for maintenance, inspection, or repairs of mainline sewers; d) Limit the discharge of fats, oil, and grease (FOG) and other debris that may cause blockages, and e) Enforce any violation of its sewer ordinances.	11/2/2009	[]
Section 4 - Operation and Maintenance Program	Identify procedures in place or to be implemented and the position in the organization responsible for the following: a) Providing adequate operation and maintenance of facilities and equipment; b) Maintaining an up-to-date map of the sewer system; c) Maintaining relevant records to establish and prioritize appropriate SSMP activities and show trends in SSO; d) Providing preventative activities and tracking work orders; e) Identifying and prioritizing system deficiencies and implementing short and long term rehabilitation actions; f) Providing training to staff and monitoring contractors activities; g) Providing equipment and replacement part inventories; h) Establishing and implementing public education and outreach program that promotes proper disposal of FOG.	11/2/2009	[]
Section 5 - Design and Performance Provision	Identify procedures for the following: a) Ensuring that sewer systems are properly designed and constructed through establishment of design and construction standards for the systems. b) Ensuring proper inspection and testing for the installation, rehabilitation, or repairs of sewer project.	5/2/2010	[]
Section 6 - Overflow Emergency Response Plan	Develop or affirm the existence of an overflow response plan that includes the following: a) Proper and timely notification procedures of SSOs to primary responders; b) Procedure to ensure timely response and containment of SSOs; c) Procedures to ensure prompt notification of SSOs to appropriate authorities; d) Procedures to ensure that staff and contractors are aware of and follow the plan and are appropriately trained. e) Industry accepted response time for different categories of emergencies.	11/2/2009	[]

Section 7 - Fats, Oil, and Grease Control	Develop new or identify existing FOG control Program that includes: a) Legal authority to prohibit discharges to system and measures to prevent SSOs caused by FOG; b) Identify sections of the sewer systems subject to grease blockages and establish cleaning maintenance schedule for each section; and c) Source control measures for all sources of FOG discharge to the sewer systems.	11/2/2009	
Section 8 - System Evaluation and Capacity Assurance Plan	Develop or affirm the existence of a Capital Improvement Plan (CIP) that includes the following: a) Steps to evaluate portions of the sewer system which are experiencing or contributing to SSOs caused by hydraulic deficiencies. b) Short and long term CIP to address identified hydraulic deficiencies including prioritization, alternative analysis, and schedule. The CIP may include increases in pipe size, plastic lining of sewers, infiltration/inflow reduction, and upgrading of pumping systems for redundancy, reliability, and emergency storage.	5/2/2010	
Section 9 - Monitoring, Measurement, and Program Modification	Develop or identify existing system to do the following: a) Monitor the implementation and where appropriate, measure the effectiveness of each element of the SSMP; and b) Update program elements as appropriate, based on monitoring or performance evaluations.	5/2/2010	
Section 10 - SSMP Program Audits	Develop an internal SSMP periodic audit system that focuses on evaluating the effectiveness and deficiencies of the SSMP and steps to correct them.	5/2/2010	
Section 11 - Communication Program	Develop or identify effective means of communicating with the public and stakeholders on the development, implementation, and performance of the SSMP. The communication system shall be open to public and stakeholders input in the development and implementation of the SSMP.	5/2/2010	
Complete First Draft	Circulate Draft SSMP to management for review and comment.		
Complete Final SSMP	Prepare SSMP incorporating comments where appropriate, from stakeholders and submit to Administration for approval and to the SWRCB and RWQCB as required and distribute to stakeholders.	5/2/2010	



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT
February 5, 2008**

TO: Honorable Chairman and Agency Members
BY: Cas Ellena – Redevelopment & Economic Development Director *CE*
THROUGH: John W. Donlevy Jr., City Manager *JWD*
SUBJECT: Façade Improvement Application – 111-115 Main Street (APN 003-201-15)

RECOMMENDATION: Accept Downtown Façade Improvement Program Application from David Lorenzo for 111-115 Main Street (APN 003-201-15) and authorize staff to issue Notice to Proceed for identified façade improvements pursuant to the Downtown Façade Improvement Program Guidelines.

BACKGROUND: On September 7, 2004, the Community Development Agency (CDA) approved a Downtown Façade Improvement Program for the purpose of promoting physical and visual improvements to structures within the Central Business District.

On January 29, 2008, the CDA received a completed Downtown Façade Improvement program Application from David Lorenzo ("Applicant") for façade improvements to the four storefronts at 111 Main Street (the "Project"). Proposed improvements include: replacement of doors, windows and walls; new stucco and paint overall; new streetlights, building illumination and street tree lighting; and new signage. The Applicant has included with the Application packet, estimated costs, and project description and Concept Sketch prepared by Design Works (all of which are included in the City Council packet).

On December 18, 2007, the CDA entered into an agreement with Pacific Municipal Consultants (PMC) to prepare a Form Based Code for the Downtown Master Plan Area in order to control the look and type of buildings, streets, landscaping and building details to create and maintain an interesting attractive and livable downtown. Mark Brodeur of PMC (the "Consultant") performed a review of the Project as far as it relates to Form Based Code concepts. The Consultant's review was favorable with two suggestions: 1) no illuminated or backlit signage on awnings and restricting awning signage to the valence flap ; and 2) all stucco is to be commercial hand trowel finish; both of these suggestions have been incorporated into the Project. (Consultant memo regarding Project is included in the City Council's packet).

On January 22, 2008, the Planning Commission conducted a public hearing regarding the Project and approved the design review application as proposed.

Also attached for the Council's information are the Downtown Façade Improvement Program Guidelines, Map of Façade Improvement Area, Location Map of Project, and a signed Downtown Façade Improvement program Agreement.

DISCUSSION: The Project meets the CDA Downtown Façade Improvement Program Guidelines and as proposed would make a substantial visible improvement to the appearance of the storefronts and to the downtown area.

FISCAL IMPACT: Estimated costs for the total Project are One-Hundred-Twenty-Two-Thousand, Eight-Hundred Dollars (\$122,800.00). The Project is proposed to incorporate four storefronts on a non-historic structure. The Project would incorporate paint plus other exterior improvements and is therefore, according to the Guidelines, eligible for a reimbursement of up to 50% of the total costs but not to exceed \$2,500 per storefront, or \$10,000.

ATTACHMENTS:

- Application including Estimated Costs
- Project Description
- Concept Sketch
- Downtown Façade Improvement Program Guidelines
- Downtown Façade Improvement Program Agreement (signed by Applicant)
- Map of Façade Improvement Area
- Map of Project Location

01-22-'08 09:32 FROM-City of Winters

530-795-4935

T-131 P002/002 F-925



Winters Community Redevelopment Agency
Downtown Facade Improvement Program
APPLICATION

1. Project Location
Address or Property to be Improved: 111 MAIN ST.
Assessor Parcel Number(s): 003-201-151
Name of Business(es) in Project: CURVES-TIME ALVIN BATE - BUCKHORN Catering

2. Applicant Information
Name: L.S. INC. DAVID LORENZO/AL LORENZO
Address: 121 East Grant Ave
Phone: 530 795-3214
Do you: Own Rent (month to month) Lease the subject property?
If leased, date of lease expiration: _____
Name of Property Owner L.S. INC DAVID LORENZO Phone 530-795-3214

3. Business or Services Offered on site _____
Total Building Square Footage: 4,200 Leased Square Footage: 4,200 Building Frontage: _____

4. Description of proposed Improvements: _____

Please include the following, if applicable: a) rendering or sketch of proposed improvements; b) architectural plans; c) sign plans; d) awning design; e) color and materials samples for paint, awning, signs, etc.

5. Estimated Costs and Timing:	Estimated Cost	
A. Water Clean Exterior	\$ <u>2,000.00</u>	2,000
B. Exterior Paint	\$ <u>5,000.00</u>	5,000
C. Sign Removal	\$ <u>0</u>	0
D. New Signage	\$ <u>5,000.00</u>	5,000
E. Awnings	\$ <u>10,000.00</u>	10,000
F. Window Replacements / doors	\$ <u>25,000.00</u>	25,000
G. Exterior Lighting	\$ <u>0</u>	0
H. Facade Restoration	\$ <u>65,000.00</u>	65,000
I. Architectural/Design Fees	\$ <u>3,000.</u>	3,000
J. Other Proposed Improvements	\$ _____	
K. Building Permits/Planning Fees	\$ <u>7800.00</u>	7,800
TOTAL ESTIMATED COST	\$ <u>122,800.00</u>	122,800.00
Estimated Days/Months for Completion:	<u>90 - 5 months</u>	

Signed: _____
Property Owner(s) Signature(s)

Signed: _____
Applicant(s) Signature(s)

Date: _____

Date: _____



DESIGNWORKS

November 16, 2007

Attn: Cas Ellena
Redevelopment Director
City of Winters,
318 First Street,
Winters, CA 95694

Re. Lorenzo's Façade Information

Material Call Outs;

Storefronts; Front Doors, $\frac{3}{4}$ Glass Wood Doors, w/ Commercial Grade Hardware.
Windows, Clad Wood Windows.

Walls; Panel Work & Trim; Exterior Grade MDF and/or Redwood, painted.
Existing walls to be removed where storefronts occur.
Remaining portions to be applied with new stucco and painted.

Colors; Color selection represented by Historic Ace Paint Color Chart or similar.
Field Colors; Hues in Golden Wheat Yellows, Sage Greens and Ochre Red Browns.
Trim Colors; Complimentary Accents to Primary Field Colors used sparingly.

Illumination;

Street Lights; Historic Street Lamps to match the city standard with similar lamps.
(6) New units placed per site plan.

Street Trees; Small Bulb Strings (Christmas Lights) to match the city standard.
Located per plan.

Building Illumination;

Entrances; Recessed non-visible fixtures in entrance alcoves.
Cornice Lines; may be lit on occasion w/ small bulb strings
similar to the Opera House.

Signage;

All business signage will be applied under separate permits Signs are to be historic in style and lit with external lamps. Internally lit plastic type signs will not be permitted.

Eric Doud - M. Arch.
Architecture + Site Planning
15 Main Street, Winters, CA 95694
530.795.3506 Ph / 530.795.1119 Fax
eldoud@dcn.davis.ca.us email
www.ericdoudarchitect.com

A
COMMERCIAL
REMODEL
FOR
LORENZO
SQUARE

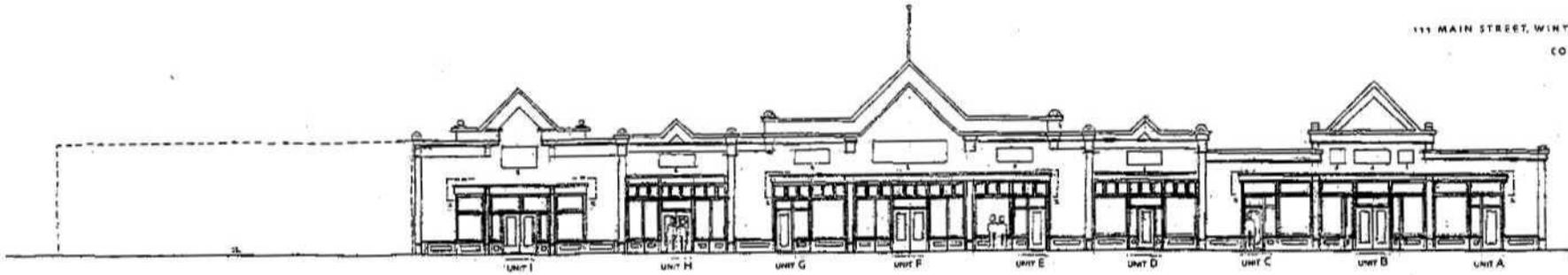
111 MAIN STREET, WINTERS, CA, 95694

CONCEPT SKETCH

10.15.2007

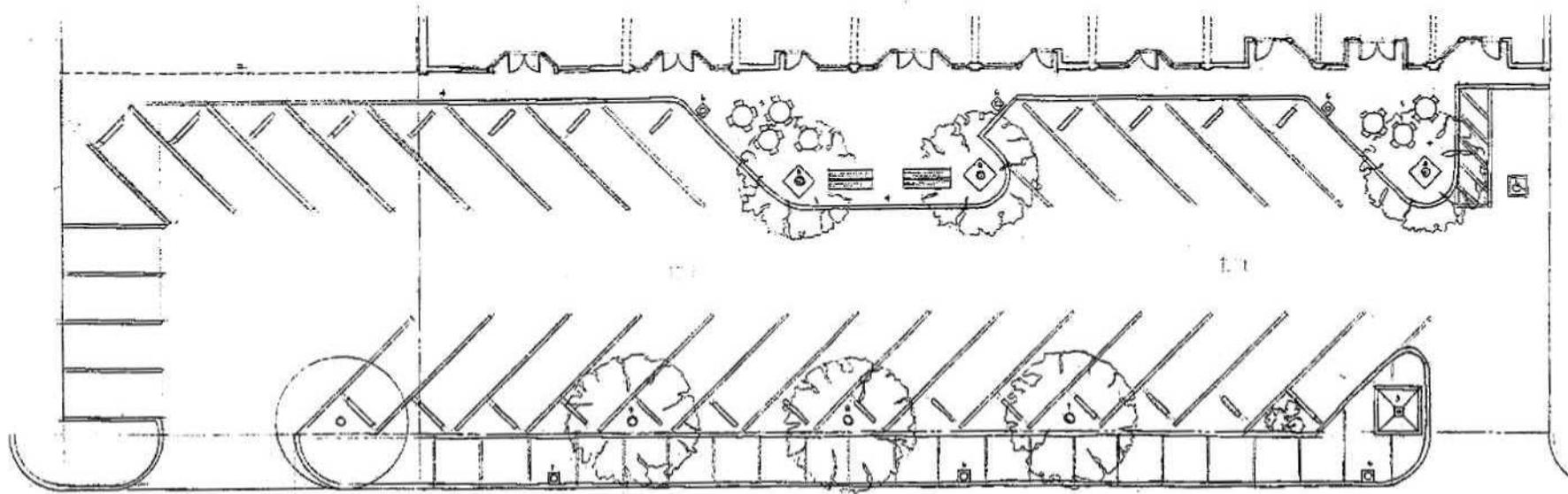
0710

Scale:
1" = 10'-0"
1/4" = 3'-0"
1/8" = 6'-0"
1/16" = 12'-0"
1/32" = 24'-0"



- EXTERIOR FEATURES**
- 1. Steel Frame Glass Entrance
 - 2. Steel Frame Glass Entrance
 - 3. Steel Frame Glass Entrance
 - 4. Steel Frame Glass Entrance
 - 5. Steel Frame Glass Entrance
 - 6. Steel Frame Glass Entrance
 - 7. Steel Frame Glass Entrance
 - 8. Steel Frame Glass Entrance
 - 9. Steel Frame Glass Entrance

STREET ELEVATION (Concept Sketch)



- SITE FEATURES**
- 1. Steel Frame Glass Entrance
 - 2. Steel Frame Glass Entrance
 - 3. Steel Frame Glass Entrance
 - 4. Steel Frame Glass Entrance
 - 5. Steel Frame Glass Entrance
 - 6. Steel Frame Glass Entrance
 - 7. Steel Frame Glass Entrance
 - 8. Steel Frame Glass Entrance
 - 9. Steel Frame Glass Entrance
 - 10. Steel Frame Glass Entrance
 - 11. Steel Frame Glass Entrance

MAIN STREET

PROJECT SITE PLAN (Concept Sketch)



Winters Community Redevelopment Agency Downtown Façade Improvement Program GUIDELINES

The Downtown Façade Improvement Program is intended to stimulate building improvements and enhance the physical appearance and economic vitality of historic downtown Winters. The program is designed to promote joint public/private investment to complement ongoing revitalization efforts.

Program Goals

- To make positive, high-impact visual improvements to commercial building facades, providing an overall enhanced image for downtown Winters, thereby attracting local residents and visitors to shop, dine and do business in Downtown.
- To encourage historic building façade restoration.
- To provide an incentive for owners of properties with multiple storefronts to undertake a high-quality project incorporating all storefronts.

Eligible Properties

Buildings within the Façade Improvement Area (map attached), which are used for commercial, retail, office, and/or mixed-use purposes, are eligible to participate in the program.

Eligible Participants

Any property owner or tenant in good standing with the written approval of the property owner may apply. Existing businesses must have a current City of Winters Business License. Applications for participation in the Downtown Façade Improvement Program must be approved by the Agency prior to the commencement of improvements.

Minimum Guidelines

- To be accepted into the Downtown Façade Improvement Program, projects must make a substantial visible improvement to the appearance of the storefront, at the discretion of Agency staff.
- Retroactive applications will not be accepted. Applicants must consult with Agency staff before work begins to define a project scope and select colors, materials, etc.
- For historically significant properties, program funds shall be made available only to projects that enhance and are sensitive to the historic nature of the façade.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Rebate Amounts

The Downtown Façade Improvement Program provides reimbursement for exterior improvements in the form of a rebate. Rebate amounts vary, as illustrated on the chart below.

Storefront Type	Project Description	% Reimbursement	Max. Reimbursement
Non-historic	Paint only	25%	\$1,500 per storefront
Historic or non-historic	Performs only one improvement such as: lighting and awnings	25%	\$1,500 per storefront
Non-historic	Paint plus other exterior improvements	50%	\$2,500 per storefront
Historic	Paint only	50%	\$3,500 per storefront
Historic	Paint plus other exterior improvements	50%	\$5,000 per storefront

Historic is defined as those properties identified in the City's historic inventory list.

Properties with Multiple Storefronts or Facades

In addition to the categories above, staff has the ability to negotiate higher rebate amounts for properties with multiple storefronts, provided the project meets quality standards and improves all the storefronts simultaneously. These projects will be evaluated and negotiated on a case-by-case basis. The maximum allowable rebate is \$20,000.

For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by staff. Corner buildings generally have two facades and therefore are eligible for higher rebates.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the Redevelopment Agency. All improvements must be consistent with the City of Winters General Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible improvements include:

- Removal of old signs, awnings and other exterior clutter
- Exterior cleaning and/or painting
- Façade restoration
- Exterior lighting
- New window treatments, signage and awnings
- Planters
- Other exterior storefront improvements

Facade Maintenance Easement

Once the work is completed, the Agency will record a five-year facade maintenance easement on the property. If the applicant does not maintain the improvements that were funded through the program, the Agency has the authority to record a lien on the property to recover the Agency's cost. A sample of the easement is attached to these guidelines.

Application Process

Program Application and Agreement forms are available from the Winters Community Redevelopment Agency, 318 First Street, telephone (530) 795-4910 x118. The application process is as follows:

1. After reviewing the Program Guidelines, the applicant will meet with Agency staff to discuss desired work to be undertaken. If proposed work is within Program Guidelines as determined exclusively by Agency staff, a completed Application is submitted to the Agency. Written bids, sketches, color samples and material samples should be included.
2. The applicant is responsible for submitting plans and specifications to the City of Winters and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of Agency staff.
3. Upon approval, the Agency will send a "Notice to Proceed" to the applicant. The applicant may proceed with the facade improvements pursuant to the approved design and issued permits. All payments for the work should be made by the applicant supported by clearly defined invoices outlining eligible work. Work shall commence within 90 days of the approval date of the building permit. Extensions may be granted at the discretion of Agency staff.
4. Agency staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the applicant and the Agency.
5. Once the work is completed, the Agency will record a facade maintenance easement, good for five years, on the subject property.
6. Reimbursement claims for all eligible expenses must be submitted with the following supporting documents:
 - A completed Rebate Claim for, supplied by the Agency
 - Any applicable planning and building permits
 - Canceled checks and paid invoices/receipts for eligible work

After final approval of the improvements, the rebate reimbursement will be processed. Allow 30 days for receipt of the rebate check.

7. After the work is completed, applicant shall display a sign (provided by the Agency) indicating participation in the Downtown Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of 30 days.

Attachments: Map of Façade Improvement Area; Agreement; Application; Rebate Claim Form; and Sample Façade Maintenance Easement



**Winters Community Redevelopment Agency
Downtown Façade Improvement Program
AGREEMENT**

THIS AGREEMENT made and entered into this 29 day of Jan, 2008, by and between the Winters Community Agency, hereinafter referred to as "Agency" and Al Lorenco / Anna Lorenco, hereinafter referred to as "Applicant."

The Applicant and the Agency certify and agree to the terms and conditions as set forth below:

1. The Applicant is the owner of or tenant in good standing of a certain property located at 111 - main st in the City of Winters, California, hereinafter referred to as "Property," lying within an area where the Agency is conducting a Downtown Façade Improvement Program as described in the Program Guidelines, a copy of which has been provided to the Applicant. A tenant must have the property owner's permission as authorized in the signature block below to undertake the proposed improvements.
2. The Property is used for commercial, retail, office, and/or mixed-use purposes and Applicant's proposed improvements to the Property listed in the Façade Improvement Program Application are eligible improvements as described in the Program Guidelines.
3. All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.
4. Only the work that is agreed to by the Agency and the applicant, which will be outlined in a formal written notice to proceed to be provided to the applicant by the Agency upon application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the Agency in writing will not be eligible for reimbursement. Any work that is begun by the applicant prior to receiving a written notice to proceed from the Agency will not be eligible for reimbursement.
5. The Agency will rebate a portion of the cost of eligible façade improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following support documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. Upon completion of the work, the property owner understands and agrees that the Agency shall record a façade maintenance easement on the property at no expense to applicant or property owner. The maintenance easement shall remain in effect for five years from the date of recording. A sample of the easement is provided with the Program Guidelines. The form of Façade Maintenance Easement is attached hereto as Exhibit A and incorporated herein by reference.
7. After the work has been completed, Applicant shall display a sign (provided by the Agency) indicating participation in the Downtown Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

01-29-'08 10:27 FROM-City of Winters

530-795-4935

T-162 P003/003 F-002

- 8. Applicant agrees to allow the Agency and the City of Winters or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Downtown Façade Improvement Program work.
- 9. In accordance with the terms of this Agreement, The Applicant shall hire all personnel and pay for all labor, materials, tools, transportation, services, City business license, licenses and permits necessary to perform or cause to have performed, all work as specified in the Application. Applicant is aware of Labor Code Section 3700, which requires workers compensation insurance or self insurance for employees.
- 10. Upon the signing of this Agreement, the Applicant shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit. Extensions, if warranted, may be granted at the discretion of the Agency. No change to work without the written consent of both the Agency and Applicant will be permitted.
- 11. The Applicant shall give all required notices and comply with all applicable laws, ordinances, and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
- 12. Applicant understands and agrees that the Agency, and the City of Winters, their officers, agents, and employees shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements. Applicant shall indemnify, release, defend and hold Agency, City, their officers, employees and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, its employees and agency from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or wilful misconduct of Agency, City, their officers, employees or agents.
- 13. This Agreement incorporates the following documents as fully a part of this Agreement as if herein repeated: a) Downtown Façade Improvement Program Application; and b) Downtown Façade Improvements Program Guidelines.

Executed this ____ day of _____, 200__

Winters Community Redevelopment Agency

Executive Director

Pl. Lorenzo

Property Owner

[Signature]

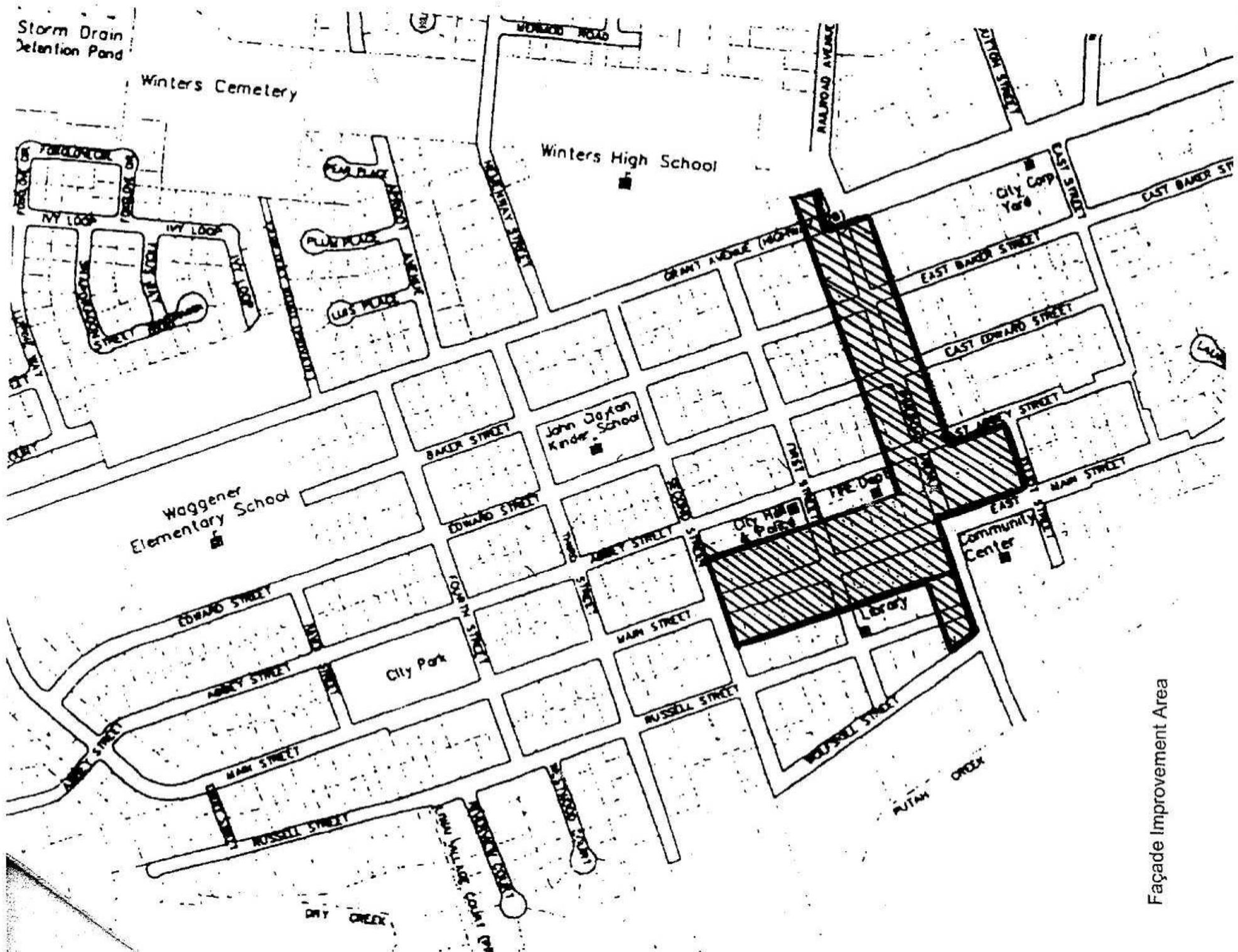
Applicant

DAVID Lorenzo

Property Owner

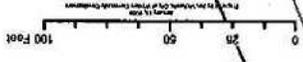
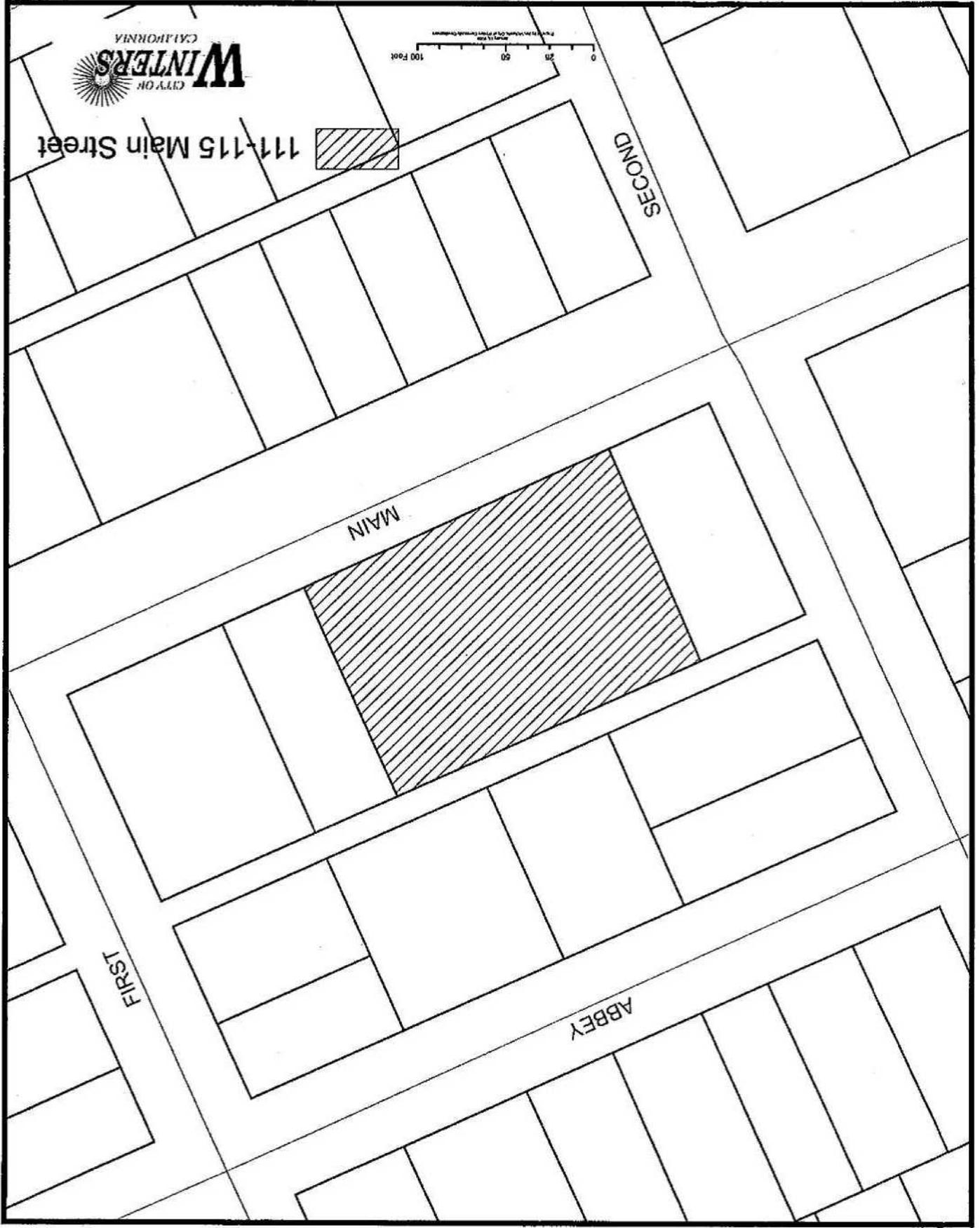
[Signature]

Applicant



Façade Improvement Area

111-115 Main Street Facade Improvement



111-115 Main Street



SECOND

MAIN

FIRST

ABBEY



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT
February 5, 2008**

TO: Honorable Chairman and Agency Members
BY: Cas Ellena – Redevelopment & Economic Development Director *CEL*
THROUGH: John W. Donlevy Jr., City Manager *JWD*
SUBJECT: Façade Improvement Application – 200, 202, 204, 206, and 208 Railroad Avenue and 3 Russell Street (APN 003-203-12)

RECOMMENDATION: Accept Downtown Façade Improvement Program Application from OTEL LLC, for 200, 202, 204, 206, and 208 Railroad Avenue and 3 Russell Street (APN 003-203-12) and authorize staff to issue Notice to Proceed for identified façade improvements pursuant to the Downtown Façade Improvement Program Guidelines.

BACKGROUND: On September 7, 2004, the Community Development Agency (CDA) approved a Downtown Façade Improvement Program for the purpose of promoting physical and visual improvements to structures within the Central Business District.

On December 7, 2007, the CDA received a Downtown Façade Improvement program Application from OTEL, LLC ("Applicant") for façade improvements to the five storefronts along Railroad Avenue at 200, 202, 204, 206, and 208 Railroad Avenue and the one storefront at 3 Russell Street (the "Project"). Proposed improvements include: remove exterior clutter; replace exterior light fixtures; replace exterior storefront doors; clean and replant the planter areas; replace existing "Depot" signs with new, more aesthetically pleasing signs; apply a hand trowel multi-color plaster finish over the existing wood siding, and enhance the architectural detail of the façade by applying a foam cornice along the front of the building; and replace existing awnings with a combination of metal awnings and metal hanging trellises. The Applicant has included with the Application packet, estimated costs, and project description and schematic generations (all of which are included in the City Council packet).

On December 18, 2007, the CDA entered into an agreement with Pacific Municipal Consultants (PMC) to prepare a Form Based Code for the Downtown Master Plan Area in order to control the look and type of buildings, streets, landscaping and building details to create and maintain an interesting attractive and livable downtown. Mark Brodeur of PMC (the "Consultant") performed a review of the Project as far as it relates to Form Based Code concepts. The Consultant reported that the Project will improve the overall appearance of the Depot building but recommend the Applicant break up the "mono-brow" awning to articulate the individual storefronts. On January 25th the Applicant submitted revised conceptual designs schematics (enclosed) which provided

for the recommended articulation. The Consultant reviewed the revised concepts and gave a very favorable response.

The Planning Commission will be conducting a public hearing and performing a design review of the Project at its February 12th, Planning Commission meeting.

Also attached for the Council's information are the Downtown Façade Improvement Program Guidelines, Map of Façade Improvement Area, Location Map of Project, and a signed Downtown Façade Improvement program Agreement.

DISCUSSION: The Project meets the CDA Downtown Façade Improvement Program Guidelines and as proposed would make a substantial visible improvement to the appearance of the storefronts and to the downtown area.

FISCAL IMPACT: Estimated costs for the total Project are Seventy-Nine Thousand Four Hundred-Eighteen Dollars (\$79,418). The Project is proposed to incorporate a total of six storefronts on a non-historic structure (five along Railroad Avenue and one along Russell Street). Additionally, the Project includes two corner facades, wrapping around to both Russell Street on the south and around to alley on the north. According to the Guidelines, "For corner buildings fronting more than one street, improvements must be made to each frontage...Corner buildings generally have two facades and therefore are eligible for higher rebates." Since the Applicant is willing to improve the Russell Street frontage as well as the Alley way frontage, thereby adding two additional facades to the Project, staff recommends the Project be eligible for a total of eight facades (six storefronts and two side facades). The Project would incorporate paint plus other exterior improvements and is therefore, according to the Guidelines, eligible for a reimbursement of up to 50% of the total costs but not to exceed \$2,500 per storefront, or \$20,000 for the eight facades.

ATTACHMENTS:

- Application including Estimated Costs
- Project Description
- Concept Schematics
- Downtown Façade Improvement Program Guidelines
- Downtown Façade Improvement Program Agreement (signed by Applicant)
- Map of Façade Improvement Area
- Map of Project Location



**Winters Community Redevelopment Agency
Downtown Facade Improvement Program
APPLICATION**

1. Project Location

Address or Property to be Improved: 200, 202, 204, 206, 208 Railroad Ave, & 3 Russell St.
 Assessor Parcel Number(s): 003-203-12
 Name of Business(es) in Project: Valley Floors, Irish Pub, JCBK, Chuey's, Black Box

2. Applicant Information

Name: OTEL, LLC
 Address: 102 Wolfskill Street Winters, CA 95694
 Phone: (530) 795-3816
 Do you: Own Rent (month to month) Lease the subject property?
 If leased, date of lease expiration: _____
 Name of Property Owner _____ Phone _____

3. Business or Services Offered on site

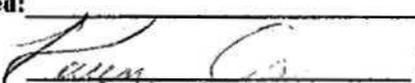
Valley Floors, Irish Pub, JCBK, Chuey's, Black Box
 Total Building Square Footage: 9100 Leased Square Footage: 8782 Building Frontage: 220

4. Description of proposed Improvements: Facade

Please include the following, if applicable: a) rendering or sketch of proposed improvements; b) architectural plans; c) sign plans; d) awning design; e) color and materials samples for paint, awning, signs, etc.

5. Estimated Costs and Timing:

	<i>Estimated Cost</i>
A. Water Clean Exterior	\$ _____
B. Exterior Paint	\$ <u>6,500</u>
C. Sign Removal	\$ _____
D. New Signage	\$ <u>1,500</u>
E. Awnings	\$ <u>20,000</u>
F. Window Replacements	\$ _____
G. Exterior Lighting	\$ <u>3,000</u>
H. Facade Restoration	\$ <u>23,928</u>
I. Architectural/Design Fees	\$ _____
J. Other Proposed Improvements	\$ <u>22,690</u>
K. Building Permit/Planning Fees	\$ <u>1,800</u>
TOTAL ESTIMATED COST	\$ <u>79,418</u>
<i>Estimated Days/Months for Completion:</i>	<u>9 weeks</u>

Signed: _____


 Property Owner(s) Signature(s)

Signed: _____

 Applicant(s) Signature(s)

Date: 12-17-07

Date: _____

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 DEC 18 2007
 CITY OF WINTERS

Tim Senior Construction

Estimate

License# 764494

2445 Mainsail Ct.
Fairfield Ca, 94534
(707)399-9682

Date	Estimate #
12/18/2007	142

Name / Address
Joseph Ogando The Depot Building 200 Block Railroad Ave.

Project

Item	Description	Qty	Rate	Total
Carpentry Labor (...)	Tim Senior Construction proposes to furnish all labor and construction material for the facade renovation of the Depot Building in downtown Fairfield. This will include all new entry door units for every tenant. All new trim inside and out as well as paint and painting of all exterior trim. All new metal awnings across front and south side of building will also be provided, paint included. All exterior light fixtures will be replaced and all necessary rewiring to be included. Cleanup of all abandoned conduits will be included. At north side of building old metal siding will be removed and be replaced with plywood and three coat stucco system. Front and south side of building will be redone with same stucco application. All necessary metal flashing will be included. At the rear of the building one coat of primer and two coats of finish paint will be applied. All construction debris will be cleaned up and hauled away at the end of every work day.		53,690.00	53,690.00
ADA Requirements	The estimated toward Handicap improvements is approximately \$ 16,900.00		0.00	0.00
It will be a pleasure working with you!			Total	\$53,690.00

Signature



RECEIVED

DEC 18 2007

CITY OF WINTERS



Kenyon Plastering, Inc. Lath - Stucco

PROPOSAL AND CONTRACT

November 15, 2007

TO: KO Const.

ATTN: Karen Ogando

RE: STUCCO PROPOSAL/CONTRACT

FOR: Clean up building

This proposal includes the application of the LATH & STUCCO, exterior only with a Premier Limestone FINISH. THREE COAT system over double 60 minute paper with 17 gauge welded wire. Color is INCLUDED. Stucco debris removal is INCLUDED. SCRATCH AND BROWN coats to be applied using PREMIUM CEMENT. Finish coat to be Premier Limestone FINISH. Includes caulking around penetrations, prep work, SCAFFOLD and clean-up. Bid does not include any roof sheet metal. BID SUBMITTED BASED ON job walk with Karen, Joe, Cole, and Raul. BID DOES INCLUDE FOAM TRIM AS SHOWN. BID DOES NOT INCLUDE METAL LATH CEILINGS WITH CONTINUOUS VENT AS NONE IS SHOWN. KENYON PLASTERING CANNOT BE HELD RESPONSIBLE FOR ANY CRACKING DO TO ACTS OF GOD I.E. EARTH QUAKE.

DRAW SCHEDULE TO BE LATH COMPLETE...40% BROWN COMPLETE...40%
FINISH COMPLETE...20%

PLAN	AMOUNT
Building	\$ 23,928.00

By signing below, I give authorization to Kenyon Plastering, Inc. to begin work on the above cited project, and affirm my intention to enter into a subcontract agreement according to the terms detailed above.

Signed: _____

Date: _____

Sincerely, John A. Allen

KENYON PLASTERING INC.

364 BELLEVUE AVENUE, SANTA ROSA, CALIFORNIA 95407
PHONE: (707) 528-1908 • FAX: (707) 528-2844

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DEC 18 2007

CITY OF WINTERS

OTEL, LLC

102 Wolfskill Street
Winters, CA 95694

January 29, 2008

318 First Street
Winters, CA 95694

To Whom it May Concern:

We would like to commend the City on its forward thinking and strategic plan to attract local residents and visitors alike to shop, dine, and conduct business in the Downtown area. By utilizing the Downtown Facade Improvement Plan we are confident that your goals will be met.

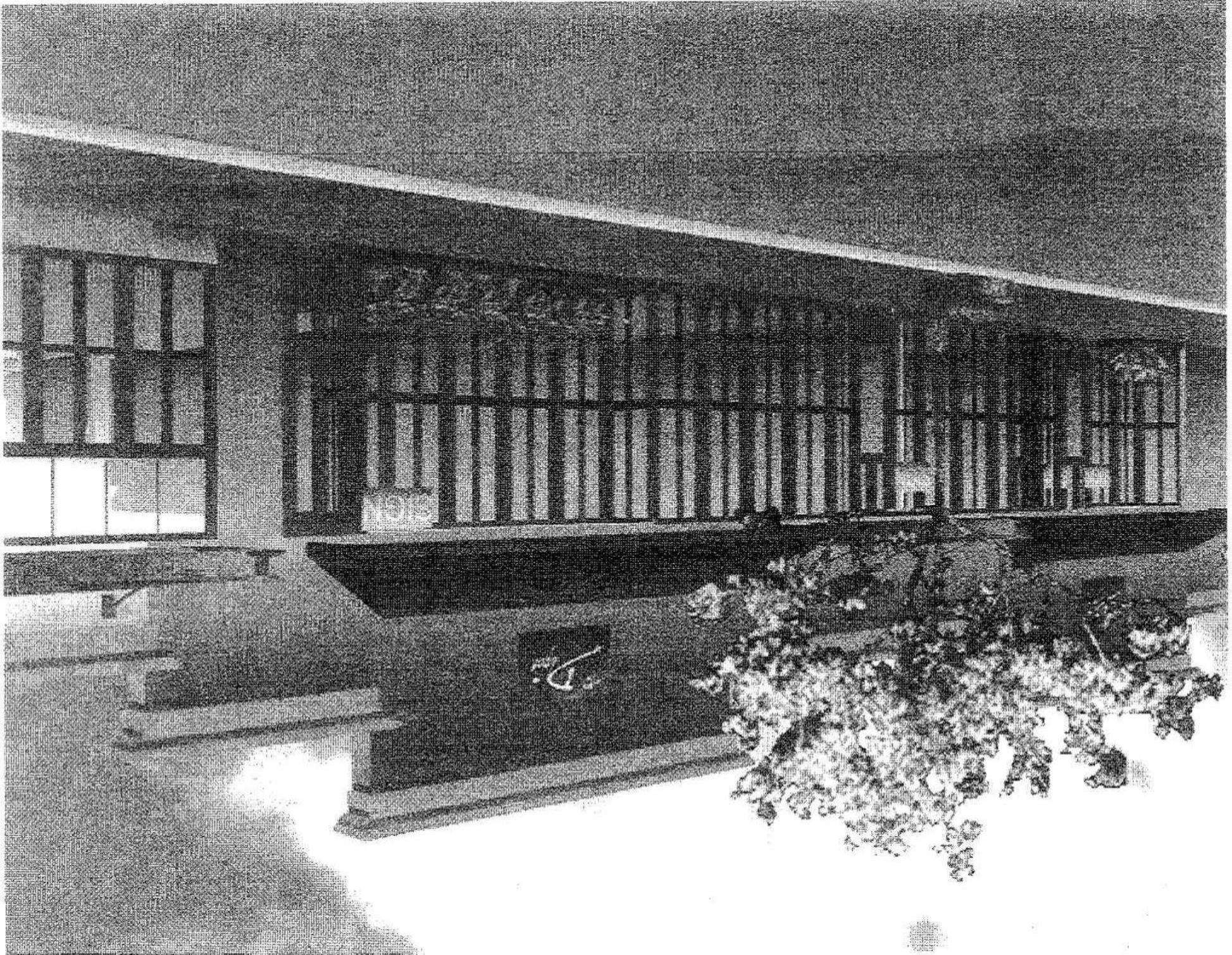
The goal of enhancing the image of Winters by adding positive visual improvements to the commercial building's facade will ultimately draw in visitors, increasing the client base of our local businesses. Our design aspects accentuate these desired attributes while providing a fresh, clean look to Railroad Avenue. With the proposed improvements we aim to create a "destination" within the Downtown area. The benefits of these improvements will not be limited solely to the building that has been improved; they will contribute to the greater good of the community.

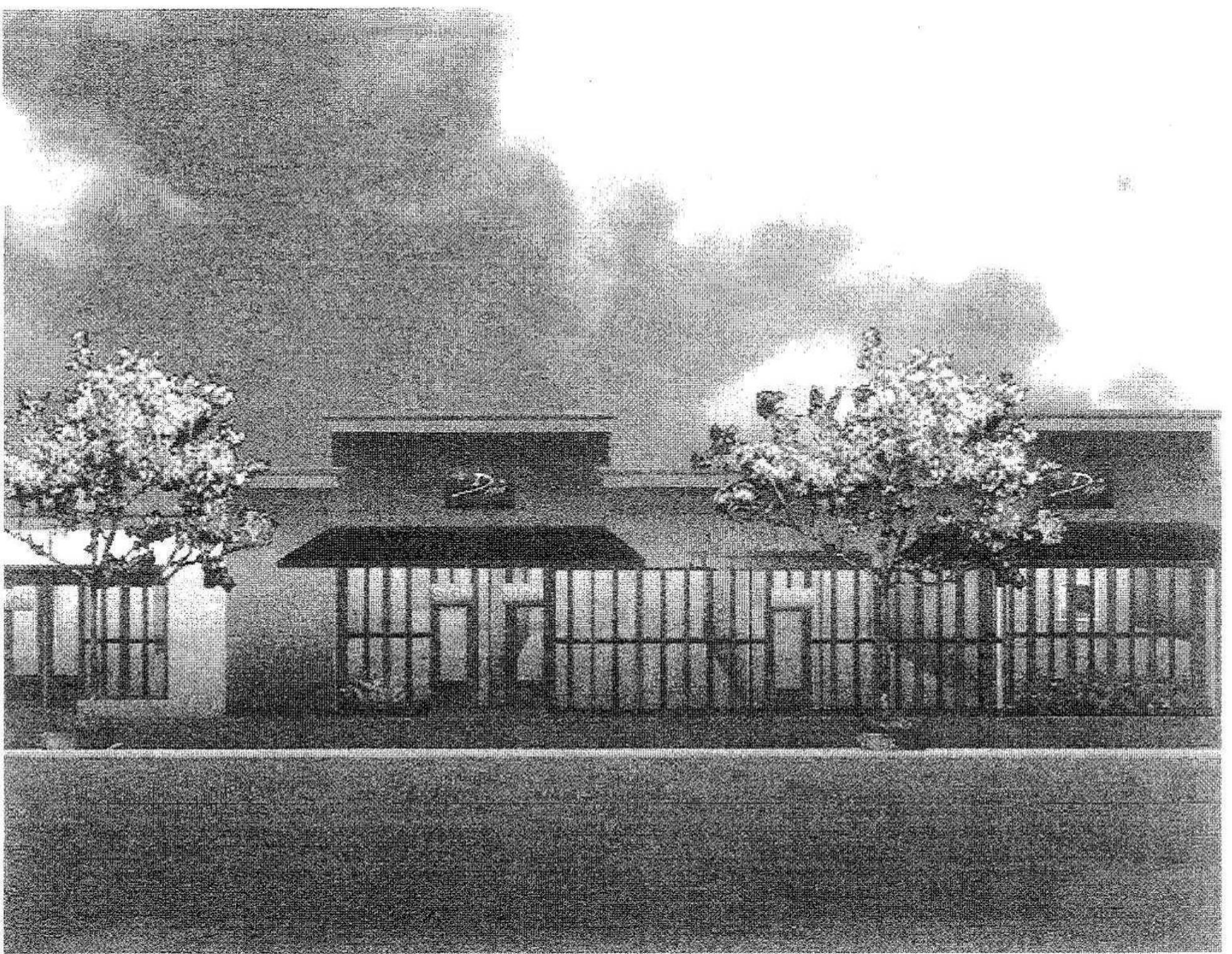
The "Depot" building, (located at the 200 block of Railroad Ave.), is a prime candidate for implementing the eligible improvements outlined in the Downtown Facade Improvement Plan. Presently the building is lacking visual appeal and is in need of a facade upgrade.

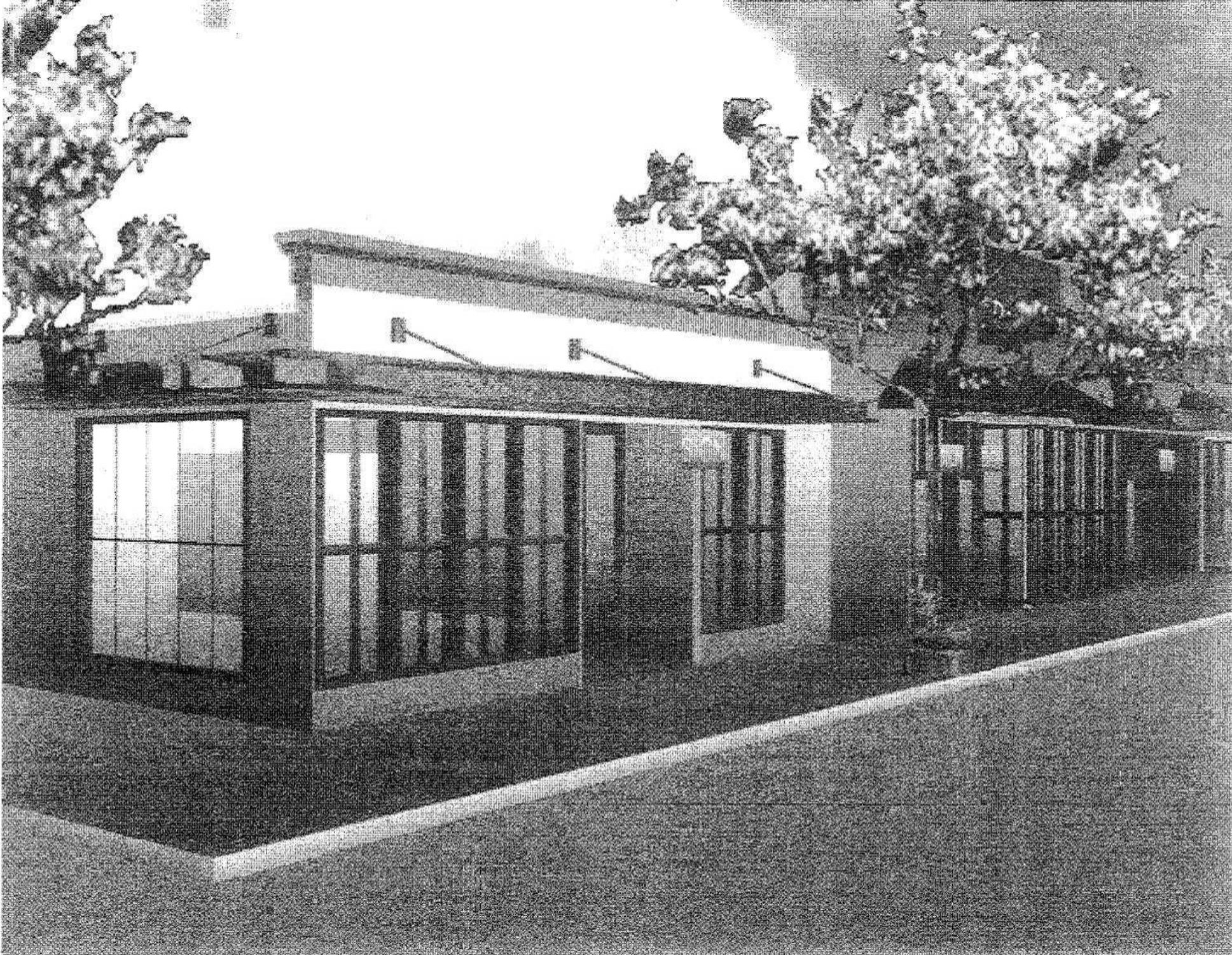
The Facade Improvement Plan for the "Depot" building includes the following requests:

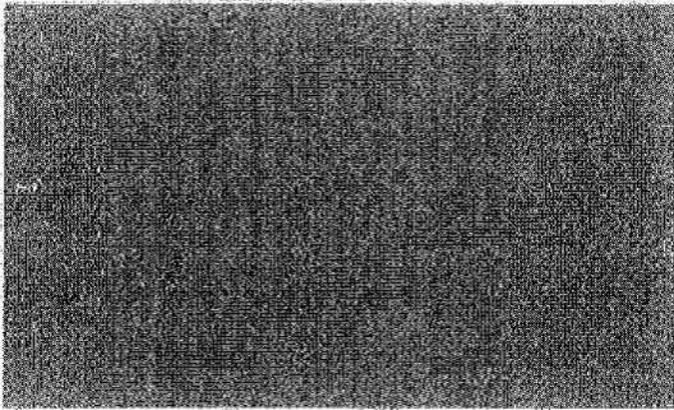
- Removal of exterior clutter
- Replace exterior light fixtures
- Replace exterior storefront doors
- Clean and replant the planter areas
- Replace existing "Depot" signs with new, more aesthetically pleasing "Depot" signs
- Apply a hand trowel multi-color plaster finish over the existing wood siding, and enhance the architectural detail of the facade by applying a foam cornice along the front of the building
- Replace existing awnings with a combination of metal awnings and metal hanging trellises

The plan shows a cohesive exterior theme while simultaneously allowing each entity to distinguish themselves thru personalized design elements such as signage, alternating awning effects and varying color tones applied to the exterior of the building. By improving the aesthetic appeal of the building, we plan to promote higher foot traffic and increase economic growth to the Downtown area. We look forward to contributing to the success of our local businesses and improving the image of Winters.

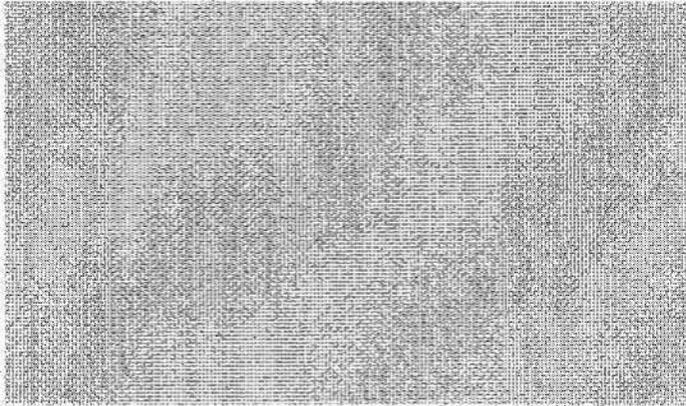








Awning, Wood Trim, Doors and Signs
Dutch Boy Dimensions
DC398 Keoki Coffee
ME01 Amber Glass
or equivalent



Decorative Corbel and Tall Sections of Building
Senergy
3070 Brunet
or equivalent

Premier Exterior Stucco Colors
Mocha 202
or equivalent

Premier Exterior Stucco Colors
San Refugio 474
or equivalent



Winters Community Redevelopment Agency Downtown Façade Improvement Program GUIDELINES

The Downtown Façade Improvement Program is intended to stimulate building improvements and enhance the physical appearance and economic vitality of historic downtown Winters. The program is designed to promote joint public/private investment to complement ongoing revitalization efforts.

Program Goals

- To make positive, high-impact visual improvements to commercial building facades, providing an overall enhanced image for downtown Winters, thereby attracting local residents and visitors to shop, dine and do business in Downtown.
- To encourage historic building façade restoration.
- To provide an incentive for owners of properties with multiple storefronts to undertake a high-quality project incorporating all storefronts.

Eligible Properties

Buildings within the Façade Improvement Area (map attached), which are used for commercial, retail, office, and/or mixed-use purposes, are eligible to participate in the program.

Eligible Participants

Any property owner or tenant in good standing with the written approval of the property owner may apply. Existing businesses must have a current City of Winters Business License. Applications for participation in the Downtown Façade Improvement Program must be approved by the Agency prior to the commencement of improvements.

Minimum Guidelines

- To be accepted into the Downtown Façade Improvement Program, projects must make a substantial visible improvement to the appearance of the storefront, at the discretion of Agency staff.
- Retroactive applications will not be accepted. Applicants must consult with Agency staff before work begins to define a project scope and select colors, materials, etc.
- For historically significant properties, program funds shall be made available only to projects that enhance and are sensitive to the historic nature of the façade.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Rebate Amounts

The Downtown Façade Improvement Program provides reimbursement for exterior improvements in the form of a rebate. Rebate amounts vary, as illustrated on the chart below.

Storefront Type	Project Description	% Reimbursement	Max. Reimbursement
Non-historic	Paint only	25%	\$1,500 per storefront
Historic or non-historic	Performs only one improvement such as: lighting and awnings	25%	\$1,500 per storefront
Non-historic	Paint plus other exterior improvements	50%	\$2,500 per storefront
Historic	Paint only	50%	\$3,500 per storefront
Historic	Paint plus other exterior improvements	50%	\$5,000 per storefront

Historic is defined as those properties identified in the City's historic inventory list.

Properties with Multiple Storefronts or Facades

In addition to the categories above, staff has the ability to negotiate higher rebate amounts for properties with multiple storefronts, provided the project meets quality standards and improves all the storefronts simultaneously. These projects will be evaluated and negotiated on a case-by-case basis. The maximum allowable rebate is \$20,000.

For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by staff. Corner buildings generally have two facades and therefore are eligible for higher rebates.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the Redevelopment Agency. All improvements must be consistent with the City of Winters General Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible improvements include:

- Removal of old signs, awnings and other exterior clutter
- Exterior cleaning and/or painting
- Façade restoration
- Exterior lighting
- New window treatments, signage and awnings
- Planters
- Other exterior storefront improvements

Façade Maintenance Easement

Once the work is completed, the Agency will record a five-year façade maintenance easement on the property. If the applicant does not maintain the improvements that were funded through the program, the Agency has the authority to record a lien on the property to recover the Agency's cost. A sample of the easement is attached to these guidelines.

Application Process

Program Application and Agreement forms are available from the Winters Community Redevelopment Agency, 318 First Street, telephone (530) 795-4910 x118. The application process is as follows:

1. After reviewing the Program Guidelines, the applicant will meet with Agency staff to discuss desired work to be undertaken. If proposed work is within Program Guidelines as determined exclusively by Agency staff, a completed Application is submitted to the Agency. Written bids, sketches, color samples and material samples should be included.
2. The applicant is responsible for submitting plans and specifications to the City of Winters and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of Agency staff.
3. Upon approval, the Agency will send a "Notice to Proceed" to the applicant. The applicant may proceed with the façade improvements pursuant to the approved design and issued permits. All payments for the work should be made by the applicant supported by clearly defined invoices outlining eligible work. Work shall commence within 90 days of the approval date of the building permit. Extensions may be granted at the discretion of Agency staff.
4. Agency staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the applicant and the Agency.
5. Once the work is completed, the Agency will record a facade maintenance easement, good for five years, on the subject property.
6. Reimbursement claims for all eligible expenses must be submitted with the following supporting documents:
 - A completed Rebate Claim for, supplied by the Agency
 - Any applicable planning and building permits
 - Canceled checks and paid invoices/receipts for eligible work

After final approval of the improvements, the rebate reimbursement will be processed. Allow 30 days for receipt of the rebate check.

7. After the work is completed, applicant shall display a sign (provided by the Agency) indicating participation in the Downtown Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of 30 days.

Attachments: Map of Façade Improvement Area; Agreement; Application; Rebate Claim Form; and Sample Façade Maintenance Easement



**Winters Community Redevelopment Agency
Downtown Façade Improvement Program
AGREEMENT**

THIS AGREEMENT made and entered into this 29 day of Jan, 2008, by and between the Winters Community Agency, hereinafter referred to as "Agency" and Lynn Ogando, OTEL, LLC, hereinafter referred to as "Applicant."

The Applicant and the Agency certify and agree to the terms and conditions as set forth below:

1. The Applicant is the owner of or tenant in good standing of a certain property located at 200-208 RAILROAD AVE, 3 RUSSELL in the City of Winters, California, hereinafter referred to as "Property," lying within an area where the Agency is conducting a Downtown Façade Improvement Program as described in the Program Guidelines, a copy of which has been provided to the Applicant. A tenant must have the property owner's permission as authorized in the signature block below to undertake the proposed improvements.
2. The Property is used for commercial, retail, office, and/or mixed-use purposes and Applicant's proposed improvements to the Property listed in the Façade Improvement Program Application are eligible improvements as described in the Program Guidelines.
3. All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.
4. Only the work that is agreed to by the Agency and the applicant, which will be outlined in a formal written notice to proceed to be provided to the applicant by the Agency upon application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the Agency in writing will not be eligible for reimbursement. Any work that is begun by the applicant prior to receiving a written notice to proceed from the Agency will not be eligible for reimbursement.
5. The Agency will rebate a portion of the cost of eligible façade improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following support documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. Upon completion of the work, the property owner understands and agrees that the Agency shall record a façade maintenance easement on the property at no expense to applicant or property owner. The maintenance easement shall remain in effect for five years from the date of recording. A sample of the easement is provided with the Program Guidelines. The form of Façade Maintenance Easement is attached hereto as Exhibit A and incorporated herein by reference.
7. After the work has been completed, Applicant shall display a sign (provided by the Agency) indicating participation in the Downtown Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

8. Applicant agrees to allow the Agency and the City of Winters or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Downtown Façade Improvement Program work.
9. In accordance with the terms of this Agreement, The Applicant shall hire all personnel and pay for all labor, materials, tools, transportation, services, City business license, licenses and permits necessary to perform or cause to have performed, all work as specified in the Application. Applicant is aware of Labor Code Section 3700, which requires workers compensation insurance or self insurance for employees.
10. Upon the signing of this Agreement, the Applicant shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit. Extensions, if warranted, may be granted at the discretion of the Agency. No change to work without the written consent of both the Agency and Applicant will be permitted.
11. The Applicant shall give all required notices and comply with all applicable laws, ordinances, and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
12. Applicant understands and agrees that the Agency, and the City of Winters, their officers, agents, and employees shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements. Applicant shall indemnify, release, defend and hold Agency, City, their officers, employees and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, its employees and agency from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or wilful misconduct of Agency, City, their officers, employees or agents.
13. This Agreement incorporates the following documents as fully a part of this Agreement as if herein repeated: a) Downtown Façade Improvement Program Application; and b) Downtown Façade Improvements Program Guidelines.

Executed this 29 day of Jan, 2008

Winters Community Redevelopment Agency

Executive Director



Property Owner
for OTEL, LLC

Property Owner



Applicant

Applicant

Storm Drain
Detention Pond

Winters Cemetery

Winters High School

Waggener
Elementary School

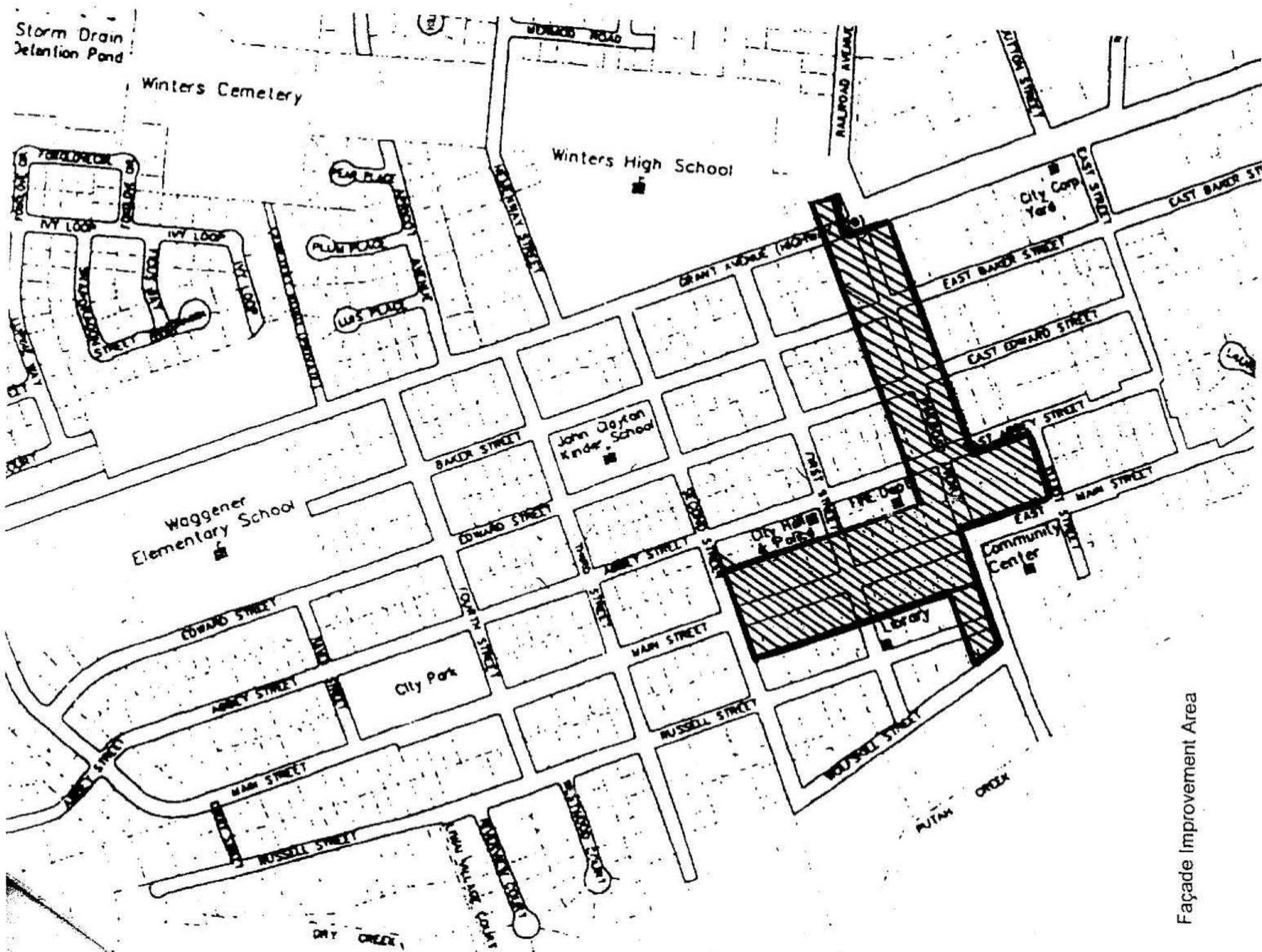
John Clayton
Kinder School

City Corp
Yard

City Hall
& Parks

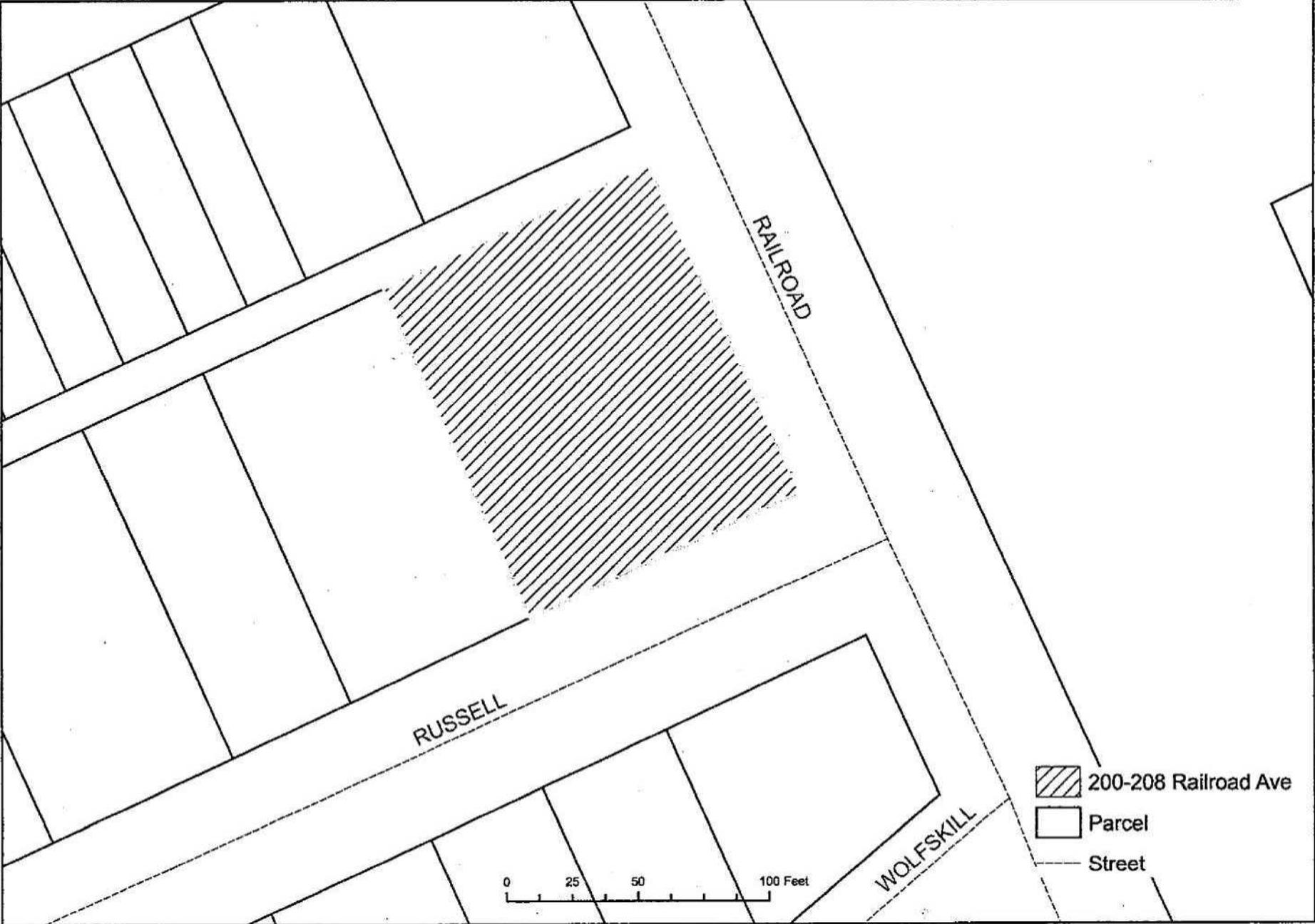
Library

Community
Center



Façade Improvement Area

Facade Improvement Project - Depot Building





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: February 5, 2008
THROUGH: John W. Donlevy, Jr., City Manager. *JD*
FROM: Shelly A. Gunby, Director of Financial Management
SUBJECT: Treasurer Report for November 2007 *Shelly*

RECOMMENDATION:

The City Council receives and file the City of Winters Treasurer's Report November 2007

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursements and fund balances be submitted to the City Council for review, the reports for the month of November are before you.

General Fund:

General Fund revenues are 16% of budgeted. The following items affect how the cash flows into the general fund.

- The first installment of Property tax will be received in January 2008. The first installment represents 11% of budgeted revenues for the fiscal year.
- The first installment of Property tax in lieu of sales tax will be received in January 2008. The first installment represents 2% of budgeted revenues for the fiscal year.
- The first installment of Property tax in lieu of VLF will be received in January 2008. This first installment represents 8% of budget revenues for the fiscal year.
- Sales and Use Taxes are remitted to the City two (2) months after they are received by the State Board of Equalization.
- Municipal Services Tax collections are 42% of budgeted.
- Building permit fees collected are 18% of budgeted, while the building permit supplement fee is 9% of budgeted

General Fund Expenditures are 29% of the budgeted expenditures. Staff is continuing to be frugal in expenditures.

Other Funds:

Fund 211 City Wide Assessment District: Expenditures are 35% of budgeted and the first installment of the City Wide Assessment fee will be received from the county in January 2008.

Fund 221 Gas Tax: Expenditures are 35% of budgeted.

Fund 231 State COPS: Expenditures are 33% of budgeted.

Funds 701 Redevelopment Non-Housing Tax Increment and 711 Redevelopment Housing Tax Increment: The first installment on property taxes will be received in January 2008. Expenditures for these funds are 34% of budget for the Community Development Agency Increment fund . The Low income housing expenditures are 42% of budgeted.

Fund 611 Water Fund: Revenues are 41% of budget, and Expenditures are 50% of budgeted, this is due to the implementation of capital projects for the water system.

Fund 621 Sewer The Sewer O & M fund expenditures are 43% of budgeted while revenues are 42% of budgeted. .

FISCAL IMPACT:

None

City of Winters
Cash and LAIF Balances
As of November 30, 2007

Fund	Description	BALANCE 6/30/07	Balance 11/30/07
101	General Fund	\$ 2,723,453	\$ 1,751,130
208	First Time Homebuyer	76,540	78,622
211	City Wide Assessment	61,214	(34,414)
212	Flood Assessment District	3,470	3,564
221	Gas Tax	(12,804)	5,547
223	PERS Trust Fund	209,787	217,603
231	State COPS 1913	150,474	66,387
243	COPS MORE Grant	1,549	1,591
251	Traffic Safety	135,461	142,512
252	Asset Forfeiture	13,652	11,865
254	Vehicle Theft Deterrent	27,680	28,433
261	Traffic Congestion Relief	83,978	86,262
274	Park Grant	(531)	(1,076)
291	Beverage Recycling Fund	12,694	20,518
294	Transportation(Including Bus	209,741	88,506
298	Workforce Grant		(61,699)
311	STBg-700 Housing Grant	(1,971)	
321	EDBG 99-688 Buckhorn	1,240	
351	RLF Housing Rehab	29,783	73,788
352	RLF First Time Homebuyer	49,195	115,325
355	RLF Small Business	174,153	195,495
356	RLF-HOME Program	44,492	45,702
411	Street Impact Fee	1,374,015	1,013,762
412	Storm Impact Fee	135,442	139,196
413	Parks and Recreation Impact	697,771	712,409
414	Police Impact Fee	290,058	278,004
415	Fire Impact Fee	215,002	202,037
416	General Facilities Impact Fe	291,150	306,381
417	Water Impact Fee	524,068	542,873
418	Sewer Impact Fee	777,409	805,341
421	General Fund Capital	500,184	514,081
422	Landfill Capital	352,467	359,233
424	Parks and Recreation Capital	162,606	288,628
427	Capital Equipment Fund	453,724	500,542
429	Service Reserve	525,253	539,537
481	General Plan 1992 Study	(580,030)	(577,883)
482	Flood Control Study	1,175	1,207
492	RAJA Storm Drain	34,869	35,815
494	Capital Asset Recovery Fee	56,069	63,570
496	Storm Drain Non-Flood	212	218
501	General Debt Service	51,281	52,914
502	General LTD		2
611	Water O & M	183,802	(30,150)
612	Water Reserve	43,159	55,595
616	Water Conservation	8,813	27,331
621	Sewer O & M	7,694	(114,177)
623	Sewer Bond	96,450	
651	Central Services	17,738	15,316
701	Redevelopment	2,735,419	2,310,434
702	2004 Bond Proceeds	1,983,537	1,728,156
703	2007 Bond Proceeds	8,850,618	8,952,258
711	RDA Low Income Housing	726,726	528,730
712	RDA 2004 LIH Bond Proceeds	1,296,123	1,325,462
713	2007 LIH Bond Proceeds	1,466,595	1,474,456
751	Redevelopment LTD	18,719	18,912
821	Winters Library	464,724	477,363
831	Swim Team	53,792	64,868
	Total Cash	<u>\$27,809,884</u>	<u>\$25,448,082</u>

City of Winters
General Fund Revenue Summary
July 1, 2007 through November 30, 2007

		% of Year Completed			42%
G/L Code	Account Description	Budget 2007 2008	November Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 730,775			0%
101-41102	Property Tax in Lieu of Sales Tax	90,000			0%
101-41103	Property Tax in Lieu of VLF	505,925			0%
101-41401	Sales & Use Tax	270,000	23,300	55,981	21%
101-41402	Prop 172	25,000			0%
101-41403	Franchise Fee	205,040	285	37,827	18%
101-41404	Property Transfer Tax	16,000			0%
101-41405	Utility Tax	378,000	33,816	162,344	43%
101-41406	Municipal Services Tax	278,520	23,390	116,580	42%
101-41408	TOT Tax	3,200		1,940	61%
101-41511	Off-Highway VLF	200			0%
101-46101	Building Permit Surcharge	237,768	8,235	20,479	9%
101-41407	Business Licenses	26,200	540	2,981	11%
101-46102	Building Permits	92,853	4,994	16,296	18%
101-46103	Encroachment Permit	1,000		104	10%
101-46104	Other Licenses & Permits	48,853	2,324	6,656	14%
101-41507	Motor Vehicle in Lieu	51,000	3,489	14,213	28%
101-41509	Homeowners Property Tax Relief	15,000			0%
101-48106	Post Reimbursement	3,500		890	25%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	150	2	28	19%
101-42103	Plan Check Fees	61,387	1,676	7,472	12%
101-42104	Planning Application Fees	2,000		2,500	125%
101-42105	Sales of Maps and Publications	150			0%
101-42108	Police Reports	800	56	296	37%
101-42109	Fingerprint Fees	2,800	264	2,055	73%
101-42111	Towing/DUI Reimbursement	2,000	275	720	36%
101-42112	Ticket Sign Off Fees	250	50	166	66%
101-42201	Recreation Fees	7,500		2,028	27%
101-42203	Youth Drama Revenues	4,000			0%
101-42205	Basketball Revenues	4,700			0%
101-42211	Pool Ticket Sales	2,000		5,076	254%
101-42215	Swim Passes	2,000	225	743	37%
101-42216	Swim Lessons	1,800		600	33%
101-42217	Water Aerobics Fees	500			0%
101-42219	Life Guard Classes	900			0%
101-42301	Park Rental	850		255	30%
101-42302	Library Hall Rental	800	45	540	68%
101-42303	Community Center Rental	21,000	544	12,762	61%
101-42304	Community Center Insurance Collected	2,500		363	15%
101-44101	Rents/Leases Revenues	40,000	3,184	14,456	36%
101-43110	Fines-No Building Permits	750		45	6%
101-44102	Interest Earnings	96,000		14,063	15%
101-46106	Reinspect Fee	50		348	696%
101-49101	Contributions			2,669	
101-49102	Reimbursements/Refunds		453	3,831	
101-49104	Miscellaneous Revenues	20,000	1,650	55,120	276%
101-49108	Commissions on Coke Machine	100			0%
101-49109	Developer Planning Reimbursement	15,000		8,697	58%
101-49901	PERS Asset Transfer	160,000			0%
101-49111	Fireworks Contributions	3,000		3,223	107%
101-49999	Interfund Operating Transfer	26,814	-7,000	-7,000	-26%
Total General Fund Revenues		\$3,458,635	\$101,797	\$ 567,347	16%

City of Winters
 Summary of Revenues
 July 1, 2007 through November 30, 2007

Fund	Fund Description	Budget 2007-2008	November Actual	% of Year Completed		% of Budget Received
				Year to Date Actual	Budget to be Received	
101	General Fund	3,458,635	101,795	567,346	2,891,289	16%
106	Monitoring Fee	3,023		1,085	1,938	36%
211	City Wide Assessment	285,581			285,581	
212	Flood Assessment District	137		49	88	36%
221	Gas Tax	130,509	10,642	44,282	86,227	34%
223	PERS Trust Fund	14,605		3,004	11,601	21%
231	State COPS AB1913	107,384		1,462	105,922	1%
243	'96 COPS MORE Grant	61		22	39	36%
251	Traffic Safety	11,678		2,318	9,360	20%
252	Asset Forfeiture	561	121	282	279	50%
254	Vehicle Theft Deterrent	1,093		393	700	36%
261	Traffic Congestion Relief	3,317		1,191	2,126	36%
262	Street Grants	485,000			485,000	
291	Beverage Recycling	5,502		5,180	322	94%
294	Transportation	284,505		23,045	261,460	8%
298	Workforce Grant	425,000			425,000	
311	STBG 700 Housing	5,765	932	55,968	(50,203)	971%
313	STBG 96-1043 Housing & Public W	7,645	727	3,635	4,010	48%
316	HOME-Choc		7000	7,000	(7,000)	
321	EDBG 99-688 Buckhorn	16,168	1,450	7,252	8,916	45%
351	RLF Housing Rehab	6,393	192	22,021	(15,628)	344%
352	RLF Affordable Housing	8,980	288	33,095	(24,115)	369%
355	RLF Small Business	22,546	2,177	14,705	7,841	65%
356	RLF HOME Program			631	(631)	
411	Street Impact Fee	1,444,533		25,946	1,418,587	2%
412	Storm Drain Impact Fee	9,900		1,995	7,905	20%
413	Parks & Recreation Impact Fee	4,543,552	4,071	17,913	4,525,639	
414	Public Safety Impact Fee	1,030,201	1,083	6,355	1,023,846	1%
415	Fire Impact Fee	1,069,501	1,645	6,405	1,063,096	1%
416	General Facilities Impact Fee	1,579,318	2,419	8,973	1,570,345	1%
417	Water Impact Fee	358,039		13,262	344,777	4%
418	Sewer Impact Fee	487,558		18,001	469,557	4%
421	General Fund Capital	20,633		7,097	13,536	34%
422	Landfill Capital	14,155		4,973	9,182	35%
424	Parks & Recreation Capital	1,445,885		533	1,445,352	
427	Capital Equipment	67,984		106,223	(38,239)	156%
481	General Plan 1992	83,656	617	2,147	81,509	3%
482	Flood Control Study	46		17	29	37%
492	RAJA Storm Drain	1,374		493	881	36%
494	CARF	9,229	575	3,333	5,896	36%
495	Monitoring Fee	83,656	617	1,970	81,686	2%
496	Storm Drain Non-Flood	8		3	5	38%
501	General Debt Service	2,745		731	2,014	27%
611	Water O & M	925,897	75,713	380,859	545,038	41%
612	Water Reserve	3,500	1,381	2,585	915	74%
616	Water Conservation		970	4,852	(4,852)	
621	Sewer O & M	997,502	83,721	421,615	575,887	42%
623	Sewer Bond	8,284			8,284	
701	Community Redevelopment			37,520	(37,520)	
702	RDA Project Area Fund	75,432		29,166	46,266	39%
711	Community Redevelopment LIH	423,887		7,941	415,946	2%
712	RDA Housing Project Area			15,025	(15,025)	
751	Community Redevelopment LTD	280		11,258	(10,978)	999%
821	Winters Library	18,355		6,590	11,765	36%
831	Swim Team	65,238	2,835	62,216	3,022	95%
Total Revenues		\$20,054,436	\$300,971	\$1,999,963	\$18,054,473	10%

City of Winters
 Summary of Expenditures
 July 1, 2007 through December 31, 2007

		% of Year Completed				42%
Fund	Fund Description	Budget 2007-2008	November Actual	Year to Date Actual YTD	Balance of Budget Available	% of Budget Used
101	General Fund Expenditures by Department					
110	City Council	\$ 3,467	\$ 12	\$ 178	\$ 3,289	5%
120	City Clerk	6,900	773	2,997	3,903	43%
130	City Treasurer	334	29	144	190	43%
150	City Attorney	41,300	14,313	29,513	11,787	71%
160	City Manager	30,048	2,374	11,697	18,351	39%
170	Administrative Services	173,814	12,001	62,445	111,369	36%
180	Finance	2,298	190	897	1,401	39%
210	Police Department	1,719,069	100,107	592,681	1,126,388	34%
310	Fire Department	433,872	136,624	136,624	297,248	31%
410	Community Development	410,615	31,241	151,779	258,836	37%
420	Building Inspections	128,001	9,597	50,932	77,069	40%
610	Public Works-Administration	1,015,659	15,616	83,023	932,636	8%
710	Recreation	142,776	5,569	46,046	96,730	32%
720	Community Center	92,801	9,125	35,052	57,749	38%
730	Swimming Pool	51,553	1,334	30,699	20,854	60%
	Total General Fund Expenditure	\$ 4,252,507	\$ 338,905	\$ 1,234,707	\$ 3,017,800	29%
211	City Wide Assessment	290,583	29,061	101,573	189,010	35%
221	Gas Tax Fund	119,169	11,388	41,861	77,308	35%
231	State COPS 1913	216,956	14,521	72,507	144,449	33%
251	Traffic Safety	4,500			4,500	
261	Traffic Congestion Relief	103,780			103,780	
262	Street Grants	458,300			458,300	
274	Park Grant	11,200	440	545	10,655	5%
291	Beverage Recycling Grant	6,000		1,021	4,979	17%
294	Transportation	935,750	4,979	139,233	796,517	15%
298	Workforce Housing	117,547	61,699	61,699	55,848	52%
311	STBG 700 Housing Rehab		479	53,997	(53,997)	
313	STBG 96-1043 Housing & Public W		727	3,635	(3,635)	
316	HOME-Choc		7,000	7,000	(7,000)	
321	EDBG 99-688 Buckhorn		1,450	8,491	(8,491)	
411	Street Impact Fee	1,146,206	91,956	311,718	834,488	27%
412	Storm Drain Impact Fee	8,556			8,556	
413	Park & Recreation Impact Fee	16,672	1,731	6,446	10,226	39%
414	Public Safety Impact Fee	469,756	98	18,067	451,689	4%
415	Fire Impact Fee	490,556	98	18,347	472,209	4%
416	General Facility Impact Fee	8,555			8,555	
417	Water Impact Fee	2,102,855	640	673	2,102,182	
418	Sewer Impact Fee	4,714,695			4,714,695	
422	Landfill Capital	67,700		1,150	66,550	2%
427	Equipment Replacement Fund	163,961		83,356	80,605	51%
494	CARF	40,000			40,000	
495	Monitoring Fee		617	2,047	(2,047)	
611	Water O & M	888,550	89,603	443,258	445,292	50%
621	Sewer O & M	1,251,367	193,579	533,252	718,115	43%
623	Sewer Bond			98,884	(98,884)	
651	Central Service Overhead			(2,480)	2,480	
701	Community Redevelopment	1,673,169	58,889	566,617	1,106,552	34%
702	RDA Project Area Fund H	8,667,582	41,207	311,530	8,356,052	4%
711	Community Redevelopment LIH	526,983	16,089	223,862	303,121	42%
712	LIH Bond Proceeds	1,687,684			1,687,684	
751	Community Redevelopment LTD			11,157	(11,157)	
831	Swim Team	72,671	2,093	51,605	21,066	71%
	Total Expenditures	\$30,513,810	\$ 967,249	\$4,405,758	\$ 26,115,052	14%

City of Winters
Fund Balances Report
Estimated Fund Balances as of November 30, 2007

Fund	Fund Description	Audited Fund	Revenues	Expenditures	Transfers In/(Out)	Estimated Fund	Change From 6/30/2007
		Balance 6/30/2007	7/1/07- 11/30/2007	7/1/07- 11/30/2007		Balance 11/30/2007	
101	General Fund	\$ 2,601,415	\$ 574,346	\$1,234,706	\$(7,000)	\$ 1,934,055	\$ (667,360)
208	First Time Homebuyer	77,536	1,085		-	78,621	1,085
211	City Wide Assessment	65,953		101,573	-	(35,620)	(101,573)
212	Flood Assessment District	3,515	49		-	3,564	49
221	Gas Tax	720	44,282	41,861	-	3,141	2,421
223	PERS Trust Fund	214,599	3,004		-	217,603	3,004
231	State COPS 1913	152,432	1,462	72,507	-	81,387	(71,045)
243	'96 COPS MORE Grant	1,569	22		-	1,591	22
251	Traffic Safty	140,014	2,318		-	142,332	2,318
252	Asset Forfeiture	11,462	282		-	11,744	282
254	Vehicle Theft Deterrent	28,040	393		-	28,433	393
261	Traffic Congestion Relief	85,071	1,191		-	86,262	1,191
274	Park Grant	(531)		545	-	(1,076)	(545)
291	Beverage Recycling Grant	12,859	5,180	1,021	-	17,018	4,159
294	Transportation	209,694	23,045	139,233	-	93,506	(116,188)
298	Workforce Grant			61,699	-	(61,699)	(61,699)
311	STBG 700 Housing	(1,971)	55,968		(53,997)	-	1,971
313	STBG-96-1043 Housing and P	(29,070)	3,635		(3,635)	(29,070)	-
316	HOME-Choc		(7,000)		7,000	-	-
321	EDBG 99-688 Buckhorn	1,240	7,252		(8,491)	1	(1,239)
351	RLF Housing Rehabilitation	41,809	422		21,599	63,830	22,021
352	RLF Affordable Housing	67,254	697		32,398	100,349	33,095
355	RLF Small Business	176,436	2,579		12,126	191,141	14,705
356	RLF HOME Program	45,071	631		-	45,702	631
411	Street Impact Fee	1,486,296	25,946	311,718	-	1,200,524	(285,772)
412	Storm Drain Impact Fee	167,201	1,995		-	169,196	1,995
413	Parks & Recreation Impact	697,042	17,913	6,446	-	708,509	11,467
414	Public Safty Impact Fee	293,616	6,355	18,067	-	281,904	(11,712)
415	Fire Impact Fee	217,580	6,405	18,347	-	205,638	(11,942)
416	General Facilities Impact	294,940	8,973		-	303,913	8,973
417	Water Impact Fee	530,921	13,262	673	-	543,510	12,589
418	Sewer Impact Fee	(229,217)	18,001		-	(211,216)	18,001
421	General Fund Capital	506,983	7,097		-	514,080	7,097
422	Landfill Capital	355,410	4,973	1,150	-	359,233	3,823
424	Parks and Recreation Capit	163,095	533		-	163,628	533
427	Equipment Replacement Fund	459,608	7,339	83,356	98,884	482,475	22,867
481	General Plan 1992	(580,030)	100		2,047	(577,883)	2,147
482	Flood Control Study	(123,810)	17		-	(123,793)	17
492	RAJA Storm Drain	25,733	493		-	26,226	493
494	CARF	56,787	3,333		-	60,120	3,333
495	Monitoring Fee	77	1,970		(2,047)	-	(77)
496	Storm Drain Non-Flood	215	3		-	218	3
501	General Debt Service	52,188	731		-	52,919	731
611	Water O & M	470,027	380,859	438,406	(4,852)	407,628	(62,399)
612	Water Reserve	46,251	2,585		-	48,836	2,585
616	Water Conservation	8,813			4,852	13,665	4,852
621	Sewer O & M	2,508,967	421,615	533,252	-	2,397,330	(111,637)
623	Sewer Bond	98,884			(98,884)	-	(98,884)
651	Central Service Overhead	(2,480)		(2,480)	-	-	2,480
701	Community Redevelopment	2,848,291	26,363	566,617	11,157	2,319,194	(529,097)
702	RDA Project Area	1,993,740	29,166	311,530	-	1,711,376	(282,364)
711	Community Redevelopment LI	759,672	7,941	223,862	-	543,751	(215,921)
712	RDA Housing Project Area	1,310,437	15,025		-	1,325,462	15,025
751	Community Redevelopment LT	1,107,759	11,258		(11,157)	1,107,860	101
821	Winters Library	470,773	6,590		-	477,363	6,590
831	Winters Library	53,516	62,216	51,605	-	64,127	10,611
911	General Fixed Assets	4,543,056			-	4,543,056	-
Totals		\$24,497,458	\$1,809,900	\$4,215,694	\$ -	\$22,091,664	\$(2,405,794)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: February 5, 2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Investment Report for November 2007

RECOMMENDATION:

The City Council receive and file the City of Winters monthly investment report for November 2007

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings November 2007, as well as the year to date investment earnings. The City of Winters is invested in Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract for 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters. The investment earnings for November 2007 reflect investment earnings from the CDBG and EDBG funded loans.

FISCAL IMPACT:

None.