



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, March 4, 2008
7:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Michael Martin, Mayor Pro Tempore
Harold Anderson
Cecilia Agular-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 February 19, 2008; Minutes of the Executive Session of the Winters Community Development Agency Meeting held on February 12, 2008; Minutes of the Emergency Meeting of the Winters City Council held on February 21, 2008 (pp 1-8)
- B. Approval of Consultant Services Contract #006-08 with Audubon California for Irrigation Improvements at Winters Nature Park, not to exceed \$12,000 (pp 9-14)
- C. Request for Street Closure for Car Shows to be Held on April 1st, May 6th, June 3rd, July 1st, August 5th and September 2nd, 2008, to be Sponsored by the Buckhorn (pp 15-18)
- D. Yolo County Animal Services Contract (pp 19-24)
- E. Proclamation of the City Council of the City of Winters Recognizing March 7, 2008 as California Arbor Day (pp 25)
- F. Approval of Consultant Services Contract #005-08 with North Fork Associates, to Provide Contract Planning Services for the City of Winters (Under Separate Cover)
- G. Approval of Consultant Services Contract #007-08 with Yolo County Visitor's Bureau for 2007/2008 Fiscal Year (pp 26-37)
- H. Adopt Resolution 2008-08, a Resolution of the City Council of the City of Winters Accepting a Public Service Easement Deed from the Winters Joint Unified School District Regarding the Construction of Sidewalks on the East Side of Hemenway Street; and Adopt Resolution 2008-09, a Resolution of the City Council of the City of Winters Accepting a Public Service Easement Deed from the Winters Joint Unified School District Regarding the Construction of Sidewalks on the North Side of Edwards Street (pp 38-55)

PRESENTATIONS

Swearing-in of Reserve Officers Matthew Martin and Anthony Hurtado

Presentation to Officer Jeremy Warren, Winters Police Department's "Officer Of the Year"

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 56-57)

DISCUSSION ITEMS

1. Development Agreement Update and Review (pp 58-60)
2. Public Safety Facility Project No. 05-03, Revised Project Budget Sheet, Authorize City Manager to execute amendment with Calpo, Hom and Dong Architects (pp 61-63)
3. Introduce Ordinance 2008-06, Amending Chapter 2 of the Winters Municipal Code to Authorize Compensation for Planning Commissioners (pp 64-69)
4. Resolution No. 2008-06 Regarding Notice of Intent Regarding Reconfiguration and Partial Vacation of East Abbey Street between Railroad Avenue and Elliot Street (pp 70-75)
5. Re-Adopt Resolution 2008-02, a Resolution of the City of Winters Submitting to the Qualified Electors of said City for their Approval the "Utility User's Tax Reduction and Modernization Act"; Transmission of the Proposed Ballot Measure to the Office of the City Attorney for Purposes of Preparation of an Impartial Analysis, and; Re-Adopt Resolution 2008-05, A Resolution of the City Council of the City of Winters Calling an Election for June 3, 2008, Requesting the County of Yolo to Consolidate the Election of City Council Members for Two Vacant Positions; and Placing the "Utility User's Tax Reduction and Modernization Act" on the Ballot; Direction to the City Clerk to Transmit a Copy to the Board of Supervisors of the County of Yolo and to File a Copy with the Registrar of Voters (pp 76-102)
6. Second Reading, Public Hearing and Adoption of Ordinance 2008-05 to amend Title 15 of the Winters Municipal Code to make certain amendments regarding Building Permit Fees; and Adopt Resolution 2008-07, A Resolution of the City Council of the City of Winters establishing planning and engineering fees and building permit fees for the City of Winters (pp 103-122)
7. RoundABOUTs - East and West ends of Main Street, Morgan and Walnut Streets, and Valley Oak Drive (per Council Member Tom Stone) (No Backup)

COMMUNITY DEVELOPMENT AGENCY

1. Agreement for Services with Yolo County Visitor's Bureau for 2007/08 Fiscal Year (pp 123-134)

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

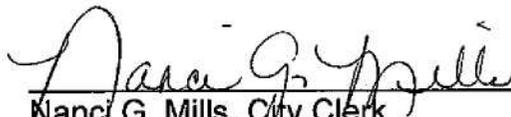
INFORMATION ONLY

1. Treasurer Report, December 2007 (pp 135-141)
2. Investment Report, December 2007 (pp 142-143)

EXECUTIVE SESSION: None

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the March 4, 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 February 28, 2008, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

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

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the
Winters City Council
Held on February 19, 2008

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

Those present were: Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Building Official Gene Ashdown, Director of Financial Management Shelly Gunby, Management Analyst Dawn Van Dyke, Executive Assistant Mary Jo Rodolfa and City Clerk Nanci Mills.

The Pledge of Allegiance was led by Caitlin Calvert and Raven Castro, members of the Winters High School FFA Ag Issues Team.

Approval of Agenda: The agenda was approved with no changes.

Public Comments: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council held on February 5, 2008
- B. Resolution 2008-02, a Resolution Calling for Election and Consolidation with Yolo County

City Manager John Donlevy gave an overview. Council Member Aguiar-Curry made a motion to approve Item A only, and move Item B to be heard in conjunction with Discussion Item #5, the Utility Users Tax Ballot Measure. Seconded by Council Member Anderson. Motion carried unanimously.

PRESENTATIONS

Mayor Fridae presented a Proclamation to B.J. Ford, Chairwoman of the Women's History Month Committee, declaring March 2008 "Women's History Month" for "Women's Art: Women's Vision."

In honor of their support of the first annual Harvest Festival held in September, 2007, Mayor Fridae presented Proclamations honoring Mariani Nut Company Foundation, Aguiar Ranch, ECO Resources, First Northern Bank, Valerie

Whitworth and Michael Barbour and Anonymous (Howard and Germaine Hupe) for their support.

Mayor Fridae also presented Proclamations honoring the Winters High School FFA Agriculture Issues Team, which included Amy Avellar, Megan Avellar, Caitlin Calvert, and Raven Castro. The Ag Issues Team was victorious at the first Ag Issue Team competition held in the state of California.

DISCUSSION ITEMS

1. Authorize Professional Services Agreement with Peckham & McKenney to Conduct an Executive Search for the Community Development Director

City Manager John Donlevy gave an overview. Council Member Anderson inquired about the salary range. City Manager Donlevy indicated the salary ranges are relatively low when compared to those of surrounding areas. Council Member Aguiar-Curry inquired whether there were any alternatives other than hiring a firm to conduct an executive search and is very concerned about the proposed agreement amount of \$23,000 plus up to \$6,000 in reimbursable expenses. Council Member Stone confirmed that reimbursable expenses might include the firm's travel to see any eligible applicants and liked the fact that there are currently several community members who live and work for the City of Winters. Although he is concerned about the cost, he agreed that a professional search firm has experience, expertise and knowledge in presenting job openings and that networking is important. Council Member Martin asked if there are staff members available to cover the position until someone is hired. City Manager Donlevy indicated there are currently three employees in the Community Development Department and stressed that recruitment is needed for this job, yet understands the wariness of the proposed expense and the possibility of creative compensation. Mayor Fridae shared the financial concerns, but a "bad hire" makes this amount look like peanuts.

Council Member Anderson made a motion to authorize a Professional Services Agreement with Peckham & McKenney to conduct an executive search for the position of Community Development Director **with the contingency** that any out-of-state travel by Peckham & McKenney first be approved by the City Council. Seconded by Council Member Stone. Motion carried 4-1, with the dissenting vote being cast by Council Member Aguiar-Curry.

2. First reading of Ordinance No. 2008-05 amending Title 15 of the Winters Municipal Code, entitled "Buildings and Construction" to make certain amendments regarding building permit fees

Director of Financial Management Shelly Gunby gave an overview, requesting that the first reading of the Ordinance be waived, and to conduct the public hearing and conduct the second reading at the March 4, 2008 City Council meeting. Director of Financial Management Gunby stated the City is currently not recovering the costs, and a new fee structure and building permit process would be simplified by the passing of this ordinance. Passage will also make any future building permit fee revisions, as well as planning, public works, engineering and fire fee revisions be completed by resolution.

Council Member Aguiar-Curry made a motion to waive the first reading of Ordinance No. 2008-05 amending Title 15 of the Winters Municipal Code, entitled "Buildings and Construction" to make certain amendments regarding building permit fees. Seconded by Council Member Martin. Motion carried by the following roll call vote:

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

3. Fiscal Sustainability

City Manager John Donlevy gave an overview and Director of Financial Management Shelly Gunby explained several entries, including the Revenue and Expenditure Assumptions and the Recurring and Non-Recurring Revenues. City Manager Donlevy asked to schedule a workshop with the entire Council on 4/1/08 to review the fiscal model. The entire fiscal picture will be reviewed and there will be no policy changes. Once adopted, it will go into the budget and the City will operate only on that budget. As per Director of Financial Management Shelly Gunby, the City's new financial slogan is "Fiscally Conservative, Aggressively Saving."

4. Second Reading and Adoption of Ordinance 2008-04, an Ordinance of the City Council of the City of Winters, California, adding Chapter 2.68 to Title 2 of the Winters Municipal Code Regarding Claims Against the City

City Manager John Donlevy gave an overview. Mayor Fridae opened the public hearing at 9:02 p.m. and closed the public hearing at 9:02 p.m.

Council Member Anderson made a motion to adopt Ordinance 2008-04, adding Chapter 2.68 to Title 2 of the Winters Municipal Code regarding claims against

the City. Seconded by Council Member Martin. Motion carried with the following roll call vote:

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

5. Utility Users Tax Ballot Measure

City Attorney John Wallace gave an overview.

Council Member Anderson made a motion to proceed with placing the Utility Users Tax measure on the June 3rd, 2008 ballot, and to combine this with Consent Item B, Resolution 2008-02, a Resolution Calling for Election and Consolidation with Yolo County for the June 3rd, 2008 ballot as well. Seconded by Council Member Martin. Motion carried unanimously.

6. AB1234 Ethics Training

City Attorney Wallace gave an overview of AB1234. It was suggested that in addition to elected officials and members of a local legislation body to take an ethics course, any City employee or committee member who receives reimbursement for expenditures including travel, meal and lodging expenses, would be required to take an ethics course. The California FPPC (Fair Political Practices Commission) offers a free on-line course to complete this training.

Council Member Stone made a motion to bring this item back as policy. Seconded by Council Member Anderson. Motion carried unanimously.

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT: None

COUNCIL/STAFF COMMENTS: Council Member Stone reminded everyone about the Chamber of Commerce Goal-Setting Forum to be held on February 25, 2008 from 6 p.m. to 8 p.m. at the Palms. Council Member Aguiar-Curry thanked staff for Dan Sokolow's Farewell Party held on February 15. Mayor

Fridae also thanked staff for their hard work and their show of appreciation for Dan.

INFORMATION ONLY: None

ADJOURNMENT

The meeting was continued to closed session by Mayor Fridae at 9:15 p.m.

EXECUTIVE SESSION

1. **Meeting with City Manager to Discuss Employee Negotiations Pursuant to Section 54957.6 of the Government Code**
2. **Meeting with City Manager to Discuss City Manager Performance Evaluation Pursuant to Section 54957.6 of the Government Code**

There were no reportable actions.

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk



Minutes of the Adjourned Executive Session Meeting
Of the Winters Community Development Agency
Held on February 12, 2008

Agency Director Michael Martin called the meeting to order at 5:10 p.m.

Present were: Agency Members Cecilia Aguiar-Curry, Tom Stone, and Agency Director Michael Martin. Absent were Agency Members Harold Anderson and Woody Fridae.

Approval of Agenda: There were no changes to the agenda.

DISCUSSION ITEMS

- 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**

The Community Development Agency authorized the release of the EPS Market Study and the Urban Futures financial report.

The Community Development Agency provided direction to staff regarding the disposition of Community Development Agency property on the east side of Railroad Avenue between Main and Abbey Streets.

The meeting was adjourned at 6:24 p.m.

Michael Martin, Director

ATTEST:

Nanci G. Mills, City Clerk



Minutes of the Special Emergency Meeting
Of the Winters City Council
Held on February 21, 2008

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

Present were: Councilmembers Harold Anderson, Michael Martin, Tom Stone, and Mayor Woody Fridae. Councilmember Aguiar-Curry was absent

Approval of Agenda: There were no changes to the agenda.

DISCUSSION ITEMS

1. Resolution 2008-02, A Resolution of the City of Winters Submitting to the Qualified Electors of Said City for Their Approval the "Utility User's Tax Reduction and Modernization Act"; Transmission of the Proposed Ballot Measure to the Office of the City Attorney for Purposes of Preparation of an Impartial Analysis.

Councilmember Anderson made a motion to adopt Resolution 2008-02, by title only. Seconded by Councilmember Stone.

AYES: Anderson, Fridae, Martin, Stone

NOES: None

ABSTAIN: None

ABSENT: Aguiar-Curry

2. Resolution 2008-05, A Resolution of the City of Winters Placing the "Utility User's Tax Reduction and Modernization Act" on the Ballot for a General Municipal Election to be Consolidated with the June 3, 2008 Election; Direction to the City Clerk to Transmit a Copy to the Board of Supervisors of the County of Yolo and to File a Copy with the Registrar of Voters.

Councilmember Anderson made a motion to adopt Resolution 2008-05, by title only. Seconded by Councilmember Stone.

AYES: Anderson, Fridae, Martin, Stone

NOES: None

ABSTAIN: None

ABSENT: Aguiar-Curry

Council concurred to reconfirm Resolutions 2008-02 and 2008-05 at their next regular Council meeting March 4, 2008.

The meeting was adjourned at 7:45 a.m.

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Management Analyst *CS*
SUBJECT: Authorization to execute Consultant Services Contract with Audubon California not to exceed \$12,000 for installation of irrigation lines at Creekside Way in the Putah Creek Nature Park

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute a Consultant Services Contract with Audubon California not to exceed Twelve Thousand dollars (\$12,000) for installation of irrigation lines at Creekside Way in the Putah Creek Nature Park. This project will be reimbursed with Proposition 12 Per Capita Program Grant funds.

BACKGROUND:

Several years ago native trees and shrubs were planted on the upper terrace of the Putah Creek Nature Park that parallels Creekside Way. Drip irrigation was installed at that time, however over the last two years much of the line was damaged and eventually the lines were removed. Without the regular watering the trees and shrubs have not grown as well as they could have.

The funding cycle for Prop. 12 is drawing to a close, so the Winters Putah Creek Committee(WPCC) has prioritized how best to use the remaining funds available. It is the consensus of the WPCC that the trees in this area would benefit greatly with regular watering. The more vigorous growth of the trees will greatly enhance this area of the Nature Park, which is one of the most visible and accessible areas. Audubon will be installing irrigation lines using a slip plough method so the new lines will be underground making the new system more durable and reliable.

FISCAL IMPACT: The estimate is \$11,500 and the contract is not to exceed \$12,000. The City will be seeking grant fund reimbursement for the entire expenditure.

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Tom Stone
Harold Anderson
Cecilia Curry



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

**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 006-08**

THIS AGREEMENT is made at Winters, California, as of March 4, 2008 by and between the City of Winters ("the CITY") and Audubon California "(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 February XX, 2008. Consultant shall provide said services at the time, place, and in the manner specified by the Agreement 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 Twelve Thousand dollars (\$12,000) without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant

Creekside Way Irrigation System

| | Quantity | Unit | Cost/Unit | Total cost |
|--|----------|-------|-----------|-----------------|
| Install drip irrigation system - top re-install | | | | |
| Labor-Management | 20 | hrs | \$50.00 | \$1,000 |
| Labor-Audubon | 80 | hrs | \$40.00 | \$3,200 |
| Labor-Crew | | hrs | \$10.00 | \$0 |
| Equipment Rental/operator | 52 | hrs | \$100.00 | \$5,200 |
| Pipe | 250 | ft | \$1.00 | \$250 |
| misc. couplings, fittings, glue, etc. | 1 | lump | \$200.00 | \$200 |
| Drip line | 8 | rolls | \$120.00 | \$960 |
| PC Emitters | 750 | ea | \$0.50 | \$375 |
| Irrigation stakes | 3 | bag | \$17.00 | \$51 |
| Fittings (couplers, T's, plugs, cutters, spaghetti) | 1 | lump | \$300.00 | \$300 |
| Total | | | | \$11,586 |

Creekside Way Irrigation System

| | Quantity | Unit | Cost/Unit | Total cost |
|---|----------|-------|-----------|----------------|
| Install drip irrigation system - bench install | | | | |
| Labor-Management | 18 | hrs | \$50.00 | \$900 |
| Labor-Audubon | 40 | hrs | \$40.00 | \$1,600 |
| Labor-Crew | | hrs | \$10.00 | \$0 |
| Equipment Rental/operator | 32 | hrs | \$100.00 | \$3,200 |
| Pipe | 100 | ft | | \$0 |
| misc. couplings, fittings, glue, etc. | 1 | lump | \$100.00 | \$100 |
| Drip line | 3 | rolls | \$120.00 | \$360 |
| PC Emitters | 350 | ea | \$0.50 | \$175 |
| Irrigation stakes | 2 | bag | \$17.00 | \$34 |
| Fittings (couplers, T's, plugs, cutters, spaghetti) | 1 | lump | \$200.00 | \$200 |
| | | | | \$6,569 |

Total \$18,105

WPCC voted to do the top re-install @ Dec. 2007 mtg-- and to spend any remaining Prop 12 grant funds on existing upper terrace trail improvements, remove trex edging and regrade/add DG

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 insured 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 insured will be called upon to cover a loss covered there under; 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 Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

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

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

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

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

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

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

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT 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

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 COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : 3/4/2008
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Tracy Jensen, Administrative Assistant for Nanci G. Mills, Director of Administrative Services and City Clerk
SUBJECT: Street Closure Requested by The Buckhorn for Monthly Car Show

RECOMMENDATION:

Approve the closure of Main Street between Railroad Avenue and First Street to allow for The Buckhorn to sponsor a Car Show on Tuesday evenings from 5:00 p.m. to 8:00 p.m. and includes the following dates: April 1, May 6, June 3, July 1, August 5 and September 2, 2008.

BACKGROUND:

Linda Rodriguez of The Buckhorn has requested the closure of Main Street between Railroad Avenue and First Street for the dates specified above. She has requested that signs be posted throughout the closure area and barricades be placed at the Main/Railroad and Main/First intersections.

This event allows the community to come out, enjoy the spring and summer evenings while strolling up and down Main Street, viewing the classic automobiles on display.

Linda Rodriguez has notified the Main Street business owners located between Railroad Avenue and First Street of the requested closure dates between April and September. She has provided a listing of the names and signatures of these business owners who have acknowledged and agreed to these street closures.

Closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

Per the City's Street Closure Ordinance, it requires Council approval on identified streets on the attached form.

FISCAL IMPACT:

To be Determined (Police staff overtime, signage, barricade placement).

**CITY OF WINTERS
REQUEST FOR STREET CLOSURE**

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

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

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

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

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

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

ORD. 91-03 ART.16

Name: Buckhorn Organization: _____

Address: 2 Main Street Mailing address: 2 Main Street

Telephone: 795-4503 Today's Date: 2/4/08

Streets Requested: Railroad to First - Main Street only

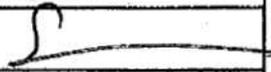
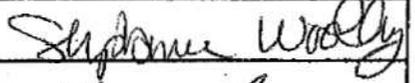
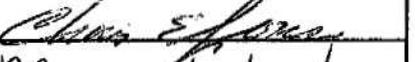
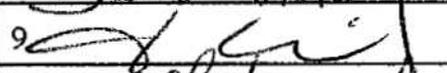
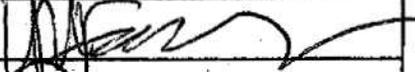
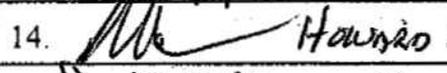
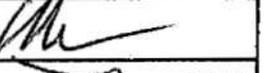
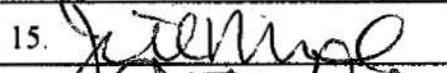
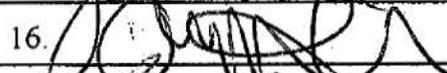
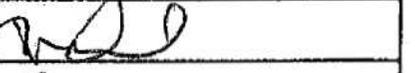
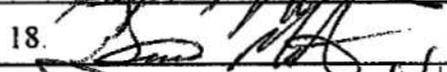
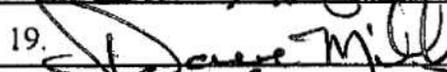
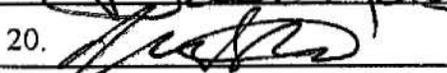
Date of Street Closure: ⁴⁻¹⁻⁵⁻⁶⁻⁶⁻³7-1-8-5-9-2-08 Time(s) of Street Closure: 5:00-8:00PM.

Description of Activity: Car Show

Services Requested of the City: to close off street, Post Signs Street Closed -

**CITY OF WINTERS
REQUEST FOR STREET CLOSURE**

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

| Name | Address | Signature |
|---|----------------------------------|---|
| 1. Salli Becker | Buckhorn Corp office 10 main |  |
| 2. Stephanie Woolly | 14 main st. |  |
| 3. CHAS E Jones | 22 MAIN ST |  |
| 4. Margaret | 24 main st. | Margan Ireland |
| 5. Carmen Estrada | 30 main st | Estrada's |
| 6. Frank Martin | 38 main st | |
| 7. Tienda Delicious | 44 main st |  |
| 8. David Honny | Palms 13 Main | |
| 9.  | First Northern Bank, 48 Main St. | |
| 10. O. Whitworth | WPG 18 Main St | |
| 11.  | #1 main st |  |
| 12. Jan Brown | 9 main st. |  |
| 13. Winter Health Fair | 5 Main St. |  |
| 14.  | HAWKINS R. BROWN 19 MAIN STREET |  |
| 15.  | 23 Main St |  |
| 16.  | 7 main st |  |
| 17.  | 31 Main St. | SARNA, HAYES |
| 18.  | 35 main | Pacific Hardware |
| 19.  | 37 main | Beauty world |
| 20.  | 41 Main | Velocity Myle Berna |
| 21. | | |
| 22. | | |

- Buckhorn request - Car Show 2008

First Street

Close Street
Railroad to First -

First Tuesday of each
Month - 5:00-8:00 P.M.

- April 1st
- May 6th
- June 3rd
- July 1st
- Aug. 5th
- Sept. 2nd

Railroad Ave.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : March 4, 2008

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

FROM: Bruce K. Muramoto, Chief of Police

SUBJECT: Yolo County Animal Services Contract

RECOMMENDATION:

Approve the attached Animal Services Agreement between the County of Yolo and the City of Winters.

BACKGROUND:

The City of Winters and the County of Yolo has had a contract for Animal Services for several years. The County of Yolo through the Sheriff-Coroner's Department is contractually responsible for providing all cities, unincorporated areas and the University of California, Davis campus with animal control ordinance enforcement, dog licensing, shelter operation and spay/neuter education services. The County Administrative Office takes the lead in reaching concurrence with the County's partners on the calculation of each entity's portioned cost of the program's \$1.9 million budget.

The attached contract is a renewal of services for fiscal years 2007/2008, 2008/2009, and 2009/2010.

Key provisions of the agreement include:

- Service costs for 2008/2009 and 2009/2010 shall be calculated and transmitted to each city no later than June 15 of the coming fiscal year
- Term is 3 years with an option to extend for an additional 2 years
- A 60-day termination clause

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

FISCAL IMPACT:

The costs for contact services for FY 2007/2008 is estimated at \$55,000.00. The estimated \$55,000.00 includes the basic rate for seven days a week coverage between 8:00am-8:00pm of \$49,842.00 and approximately \$5,158.00 for after hours charges. After hours charges are \$91.63 per hour with a two-hour minimum for each occurrence.

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN COUNTY OF YOLO
AND THE CITY OF WINTERS FOR
ANIMAL CONTROL SERVICES**

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2007, by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Winters, a municipality under the laws of the State of California ("City").

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Division of its Sheriff's Department within the corporate limits of City. Such services shall be provided as determined by the Sheriff and shall be consistent with those services provided by the County in the unincorporated area of Yolo County. Regular Services shall be limited to 8:00 a.m. to 8:00 p.m., seven days a week. Services will be provided outside these hours only when authorized in advance by a representative of the City, except for when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

B. County agrees to maintain its kennels and animal shelter in a in a sanitary condition at all times in accordance with the laws of the State of California.

C. County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances wherein special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. City agrees to compensate the County annually, on a quarterly basis, the following amount. Quarterly payment is due and payable by check, within the first thirty (30) days of the quarter to prevent contract termination.

| <u>Contract Year</u> | <u>Annual Compensation</u> | <u>Quarterly Payment</u> |
|-----------------------|--|--------------------------|
| 07/01/2007-06/30/2008 | \$49,842 | \$12,460.50 |
| 07/01/2008-06/30/2009 | to be calculated no later than 6/15/08 for 7/1/08 effective date | |
| 07/01/2009-06/30/2010 | to be calculated no later than 6/15/09 for 7/1/09 effective date | |

B. Hourly Rates – For services provided by the County outside of 8:00 a.m. to 8:00 p.m., seven days a week, the 2007-08 reimbursement rate shall be \$91.63 per hour with a two-hour minimum for each occurrence. These charges shall be billed quarterly. Rates for fy2008-09 and 2009-10 shall be determined and agreed to at a later date.

C. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in a special “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to City from County.

D. In further consideration of the rendition of the foregoing services by County, City agrees that County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected pursuant hereto.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for care and feeding of these animals.

F. County shall not be entitled to reimbursement for any expenses.

III. METHOD OF PAYMENT OF COMPENSATION

The City agrees to compensate the County on a quarterly basis, in the amounts described in Paragraph II above. Payment shall be made by the City within the first thirty (30) days of the beginning of each quarter.

IV. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. No charge will be made for these materials.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

VI. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VII. TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2007 until June 30, 2010, unless sooner terminated as hereinafter provided.
- B. Agreement may be extended for a period of two (2) years based on mutual agreement of the County and City staff.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that sixty (60) days written notice is given.

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

County of Yolo

City of Winters

By _____
Duane Chamberlain, Chairman
Yolo County Board of Supervisors

By _____
Woody Fridae, Mayor
City of Winters

Attest:
Ana Morales, Clerk
Board of Supervisors

Attest:
Nanci Mills, City Clerk
City of Winters

By _____
Deputy (Seal)

By _____
Deputy

Approved as to Form:

Approved as to Form:

Robyn Truitt Drivon, County Counsel

John Wallace, City Attorney



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
RECOGNIZING MARCH 7, 2008 AS CALIFORNIA ARBOR DAY**

WHEREAS, Friday, March 7, 2008 has been designated as California Arbor Day in honor of the vital role trees and the urban forest play in improving the livability and sustainability of our communities and to honor Luther Burbank's horticultural legacy; and

WHEREAS, the City of Winters has embraced the goals of the Greenprint initiative to optimize the remarkable benefits of trees to create the best urban forest for the region; and

WHEREAS, the City of Winters recognizes the contributions tree canopies have to clean air and water, energy conservation, public health, habitat and the beauty of our neighborhoods and business districts; and

WHEREAS, California Arbor Day 2008 will be observed by schools, communities, civic organizations and countless citizens who will participate in tree planting activities; and

WHEREAS, the entire City of Winters benefits when any property owner, resident, or volunteer gains awareness about trees, and improves their property and the community by planting and maintaining trees and landscapes, which promotes a healthy environment and demonstrates pride in our community;

THEREFORE, BE IT PROCLAIMED by the Winters City Council that March 7, 2008 be recognized as California Arbor Day and encourage all residents and businesses to join together, plant trees, maintain their existing trees, and celebrate Arbor Day.

PASSED AND ADOPTED this 4th day of March, 2008 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Councilmember Harold Anderson

Councilmember Cecilia Aguiar-Curry

Councilmember Michael Martin

Councilmember Tom Stone

Mayor Woody Fridae

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills

Under Separate Cover



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chair and Agency Members
DATE : March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager, *JWD*
FROM: Cas Ellena, Redevelopment & Economic Development Director *CE*
SUBJECT: Agreement for Services with Yolo County Visitor's Bureau for 2007/08 Fiscal Year

RECOMMENDATION: Approve Agreement with Yolo County Visitor's Bureau for 2007/08 Fiscal Year.

SUMMARY: The City of Winters has provided funding to the Yolo County Visitor's Bureau ("YCVB") for the last three years for marketing and tourism services. Since YCVB's inception three years ago it has developed the following:

- An effective branding and promotional campaign for Yolo County and the cities of Woodland, Davis, West Sacramento and Winters;
- Outreach techniques that include publicity, media contacts, advertising, trade shows, sales presentations, distributing collateral materials, attendance at industry events, and the YCVB website;
- An extensive catalog of attractions in Yolo County, including hotels, restaurants, farms, meeting spaces, festivals, etc
- A website that generates about 500,000 hits per month;
- Collateral marketing materials, including maps and guides for each participating city and the county;
- Collaborative marketing efforts in association with neighboring counties and tourism efforts.

The CDA budgeted \$8,000 in its FY 2007/08 budget for these YCVB efforts. Attached is an agreement detailing the services provided for these funds.

FISCAL IMPACT: Eight-Thousand-Dollars (\$8,000.00).

ATTACHMENTS: - Consultant Services Agreement

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Tom Stone
Harold Anderson
Cecilia Curry



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

CONSULTANT SERVICES AGREEMENT AGREEMENT No. 007-08

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and the Yolo County Visitor's Bureau "(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 Major Goals 2005-07 and November 2006 Program Assessment Update. Consultant shall provide said services consistent with and in the manner specified in Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended but in no event shall total compensation exceed Eight Thousand Dollars (\$8,000.00), 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 "B" 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"

Update – Program Assessment completed November 2006

Major Goals 2005-07

Goal One – Public Relations / Publications

Increase visibility and create a significant presence for the cities of Davis, Woodland, Winters and Yolo County in conference, tourism, consumer and select niche markets through brand marketing, targeted special interest and varied media attention. The intended result is an increased awareness of the tourism assets in the communities of Davis, Woodland, Winters and Yolo County.

Strategy #1: Create and place editorial and advertising that reflects our existing design standards and branding while reflecting community values

- 249 new media contacts made, including guidebooks and newsletters, 85 radio contacts, 105 television station contacts
- 200 YCVB media kits distributed to media leads
- created imagebank with a total of 2,825 images

MEDIA GENERATED:

Regional –

Solano Magazine (2x)
Sacramento Magazine
The Record Timeout – Stockton
Sacramento Business Journal
VIA Magazine (2x)
Meetings West

National / International–

Girlfriends Magazine
RV Journal
California Vacation Guide
Association News
Performer Magazine
New York Post

*all articles attached

Advertising:

VIA Magazine – generated 208 leads
California Vacation Guide – generated 610 leads

Strategy #2: Develop story ideas to help increase visitor travel opportunities during the "off season" and increase visitation and repeat visitation during peak seasons

-No action taken

Strategy #3: Develop and produce quality publications that meet

the needs of visitors and appeal to new and repeat visitors.

Media Kit - 500
Meeting Facility Guide - 1,000
Winters Map & Guide - 26,000
YCVB Collage Postcard - 5,000
YCVB Website Postcard - 5,000
Yolo County Map & Guide - 30,000
AAU Posters - 500
Yolo County Restaurant Guide - 50,000
Davis Map & Guide - 80,000
Woodland Map & Guide - 50,000
TOTAL PUBLICATIONS: 248,000
Calendar of Events not included
*Media kit w/ publications available

Strategy #4: Market specific special interest opportunities in a cohesive manner (i.e.: arts, historical , eco focus, agri focus, seasonal, etc) for the cities of Davis, Woodland, Winters and Yolo County.

Ongoing as a result of strategically chose tradeshow, media generation and the creation and distribution of coordinated brochures/ publications.

Strategy #5: Create an all inclusive Yolo County website to represent the cities of Davis, Woodland, Winters and Yolo County. The YCVB will continue to upgrade this site to provide useful and timely content to customers, the media and the travel industry.

-Website went live February 15, 2006
-website included all previous elements and a "Press Pass", "Festival of the Month", "About Us", "Filming Locations", "Community Links" and all YCVB publications in downloadable format were added
-has rec'd 3,346,060 hits and 35,870 unique visits
-146 actually requested specific information to be mailed, of these, 69 were from CA, 60 from out of state and 17 were international.
*report attached

Strategy #6: Create a strong public / community awareness campaign to enhance utilization, understanding and support for the YCVB.

YCVB Brochure Distribution Program

-goal of the program was to stock all area locations with 25 of each of the YCVB brochures, creating a unified and coordinated message throughout the county
-to date, YCVB has distributed 30,037 brochures to our partners in Yolo County

YCVB presence at all Yolo County Festivals and Events

-the YCVB designates a representative to attend all Yolo County festivals and Events, compile a synopsis and obtain photos for future publications/media

Goal Two – Sales

Increase visibility and create a significant presence for the cities of Davis, Woodland, Winters and Yolo County in conference, tourism, consumer and select niche markets through aggressive sales efforts to targeted geographic, psychographics and demographic market areas.

Strategy #1: Research and generate leads to YCVB

May-Current 4th QTR:

- Massaged all Non-Consumer Shows leads (postcard mailing 970)
- Sports Marketing Sports Card 6/6/2006
- Foxy Fall Century Ride (sent out 80 letters w/ brochures) Current
- Monthly Sac CVB mailing (Pre Conf/Past Conf)
- Media Kits
 - XPSL Paintball
 - Christy Nations
 - Amanda Schwab NY Post
 - Mandy Iverson "Change of Pace"
- Collected leads at AAU WCJOG

Generate Leads:

- Sports Travel Show "Teams" – Oct 2006
- USSSA National Meeting – Nov 2006

Strategy #2: Initiate or participate in industry and consumer trade shows and sales missions that generate new or repeat business

Pending Opportunities:

- 1) Sports Travel "Teams" 2006 Las Vegas
- 2) USSSA National Meeting 2006 Scottsdale, Arizona
- 3) Sales Academy, Destination Marketing Washington D.C.
- 4) WACVB Travel Industry Sales Training Program Portland, Oregon

Attended:

- 1) HSMIAI's Educational Meeting "CVB's Panel Discussion"
- 2) Sacramento CVB Meeting
- 3) LA Times Show
- 4) Bay Area Travel Show
- 5) Sunset Magazine

Strategy #3: Further efforts to develop the cities of Davis, Woodland, Winters and Yolo County as an overnight/ multi-night sports destination. Focusing on youth sporting events.

- Researched, contacted and cataloged public parks, schools, and sporting facilities for usage possibilities
- Tour properties and create asset bank

Pending:

- 1) Sports Travel "Teams" 2006 , Oct 2006 - Las Vegas, NV
- 2) USSSA National Meeting 2006, Oct 2006 - Scottsdale, AZ

Strategy #4:

Increase the visibility of the communities as a destination for conference, group activities and the consumer markets.

Post card campaigns

- 970 Non-consumer leads (Affordable Meetings West, Affordable Meetings National, CALSAE)
- Follow-up email to Non-consumer leads
- 50 Sports Postcards sent out to researched Sports leads

Media Kits

- 20 sent out to sports leads, meeting & conference planners, UCD departments, and Special Interest groups

Cold Calls

- 30 Sports leads, Sac CVB leads, meeting planners

Letters & Emails

- 100 letters to Sac CVB leads
- 24 letters to Conference planners
- 700 emails to past non-consumer tradeshow leads
- 20 letters to RFP's, and special requests leads

Strategy #5:

Encourage and educate the local communities to sell Davis, Woodland, Winters and Yolo County as a destination

- 1) Hotelier Meetings
- 2) Brochure distribution
- 3) Website participation / linkages
- 4) Presence at local festivals and events
- 5) Diversification of farm properties, all facilities, attractions.
EX: We received an RFP for a group of farmers from Japan that were looking for a Fertilizer company to tour. So we called the fertilizer companies in the area and let them know about the opportunity. The group from Japan paid for the tour.

Strategy #6:

Ensure a seamless, professional service standard between client, industry and visitor on behalf of Davis, Woodland, Winters and Yolo County.

EX: AAU Welcome Program

YCVB created posters for the Jr. Olympics that consisted of all of the participating sponsors (City of Davis, City of Woodland, City of Winters, DDBA etc.). We distributed these posters to all of the business in downtown Davis as well as the Hotels, the ARC, UC Davis Dorms and the UC Davis dining commons. YCVB and volunteers from the City of Davis and DDBA established a presence

and had a booth in the concierge area of registration and a booth at the Athletes Village. Throughout the weeks festivities we had a Sports Basket drawing, which served to collect leads for upcoming years.

- Partners:
 - City of Davis
 - City of Woodland
 - DDBA
 - Woodland Unified School District
 - Davis Unified School District
 - Winters Chamber of Commerce
 - Davis Chamber of Commerce
 - Woodland Chamber of Commerce
- Brochure Distribution:
 - Davis Map: 200
 - Yolo Ag Map: 18
 - Dining Guide: 71
 - Woodland Map: 16
- Leads generated for coming years: 138

Goal Three – Visitor Services

Secure first time and repeat business through excellent customer service to all visitor segments (consumers, groups, conferences, etc). The goal is to increase visitor stays, thereby increasing total annual visitor spending.

Strategy #1: Make contact with visitors at key community events and conference registration, etc, communicating the community attractions and services, thereby increasing visitor spending

Presence at local festivals and events

- Whole Earth Festival in Davis
- Celebrate Davis
- Cache Creek Lavender Festival in Rumsey
- Family Farm Festival in Woodland
- AAU West Coast Jr. Olympic Games
- Yolo County Fair in Woodland
- Art Weekend at the Old Sugar Mill in Clarksburg
- Winters Earthquake Festival
- Capay Valley Watermelon Festival in Esparto
- Stroll through History in Woodland
- Woodland Dynamite Chili Cook-Off in Woodland
- Fall Welcome in Davis
- Crush Weekend at the Old Sugar Mill in Clarksburg

Strategy #2: Provide exceptional services at YCVB visitor centers that encourage visitors and groups to explore our area and extend their stay.

- average 70 walk in visitors a month (Dec-Feb are slowest walk in traffic months)

- Established a visitor Center at the Davis Train Station (June 2006) and distributed 2027 from that location
- distribute brochures for many Yolo County attractions and events

Strategy #3: Promptly fulfills requests from reader response, general mail, direct contact, email, etc

- All "Contact Us" and direct contact (mail, phone) are addressed within 36 hours, this may require addition phone calls, etc to obtain information for the visitor.

Strategy #4: ~~Develop a front line hospitality training program~~

Strategy #5: Establish and distribute visitor info to constituencies to "cross-pollinate" marketing effort

- Brochure exchange with other destination throughout CA

Goal Four – Partnership Development / Community Relations

Expand the involvement of the public and private sectors in the YCVB's programs through educational and industry activities, thereby ensuring a greater financial and political base for the YCVB. Attain position of recognized authority on the tourism industry and tourism development. Serve in an advisory capacity to key decision makers on visitor industry issues

Strategy #1: Increased community involvement at events and functions

Participation in area committees:

- DDBA Experience Downtown Committee
- DDBA Experience Downtown Marketing Committee
- Capay Valley Almond Festival

Presence at local festivals and events

- Whole Earth Festival in Davis
- Celebrate Davis
- Cache Creek Lavender Festival in Rumsey
- Family Farm Festival in Woodland
- AAU West Coast Jr. Olympic Games
- Yolo County Fair in Woodland
- Art Weekend at the Old Sugar Mill in Clarksburg
- Winters Earthquake Festival
- Capay Valley Watermelon Festival in Esparto
- Stroll through History in Woodland
- Woodland Dynamite Chili Cook-Off in Woodland
- Fall Welcome in Davis
- Crush Weekend at the Old Sugar Mill in Clarksburg

Strategy #2: Revised RFP process for partners (hotels, meeting facilities, restaurants, etc)

-attached

Strategy #3: Constant, proactive correspondence with primary partners and constituency to keep abreast of research and developments, industry trends, and developments at the YCVB.

Goal Five – Research

Develop a body of research on existing and /or potential visitors that is comprehensive, yet useful for the organization and industry for planning efforts.

Strategy #1: Aggressive tracking and ROI responsibility, thereby demonstrating and positive economic impact.

-Hotel occupancy surveys, etc

Strategy #2: Attendance and participation in travel industry conferences

-no travel industry conference attended this year

Strategy #3: Tracking travel trends and assessing such trends for regional program development

-such information is obtained at travel industry conferences or must be purchase.

NEW PROGRAMS / Unexpected Opportunity

- 1) YCVB is designated Film Commission for Yolo County
 - a. YCVB has received 35 film leads to date and addressed the majority that applied
 - b. YCVB has solidified film 2 opportunities including HGTV and Believe Media
 - c. Two other films have been shot in Yolo County since our inception but did not contact our bureau for the permitting process
- 2) www.80on80.com
 - a. Promotion of festivals and events on the I-80 Corridor between the Carquinez Bridge and the Yolo Causeway

EXHIBIT "B"

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 insured 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 insured will be called upon to cover a loss covered there under; 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 _____ upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the _____ prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with the _____ 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. CITY agrees to share with CONSULTANT the Winters Guide and Map prepared by the CONSULTANT.

(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 COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE: March 4, 2008

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

FROM: Nicholas Ponticello, City Engineer

SUBJECT: Resolution 2008-08 A Resolution Accepting a Public Service Easement Deed from the Winters Joint Unified School District; Resolution 2008-09 A Resolution Accepting a Public Service Easement Deed from the Winters Joint Unified School District.

RECOMMENDATION: Staff recommends the City Council Approve Resolution 2008-08 and 2008-09, accept the permanent public service easements as dedicated by the Winters Joint Unified School District and direct the City Clerk to file them for recordation at the Office of the County Recorder.

BACKGROUND: The Safe Routes to School Improvement project, as approved by Council on September 18, 2007, includes the addition of sidewalks along the Hemenway Street frontage of Winters High School and the Edwards Street frontage Waggoner Elementary School.

In order to complete the sidewalk additions, it was determined that permanent easements had to be acquired at both sites, mostly from the Winters Joint Unified School District. The school district worked with the City and promptly dedicated the requested easements approximately a year ago. However with other residential easement issues yet to be resolved, staff held onto the easements from the school district for acceptance by the Council all at one time. Now that the Council has approved an alternative solution which completely avoids the need for easement acquisitions from the residential properties, the time is appropriate to accept the easements which have been dedicated.

FISCAL IMPACT: No fiscal impact is directly associated with acceptance of the subject easements. The City incurs liability due to its ownership of the easement, and financial burden should removal of trees occur.

Attachments: Copies of easement dedication documents with plats and descriptions for: Hemenway Street, and



TO: Dawn VanDyke
DATE : February 27, 2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: John Wallace, City Attorney
SUBJECT: School District Hemenway Easements

RECOMMENDATION: March 4th Council Agenda for Resolutions of Acceptance

BACKGROUND: The Winters Joint Unified School District has granted the City permanent public service easements on Hemenway to complete the sidewalks, at no cost to the City. The law requires that the City of Winters "accept" the easement, and the usual method is by a Resolution of Acceptance. There are two easement grants, one for Hemenway Street and one for Edwards Street. Form Resolutions, with the legal descriptions attached, are enclosed.

FISCAL IMPACT: No immediate fiscal impact. The City incurs liability due to its ownership of the easement, and the financial burden should removal of the trees occur.

CITY OF WINTERS RESOLUTION 2008-08

**A RESOLUTION ACCEPTING A PUBLIC SERVICE
EASEMENT DEED FROM THE WINTERS JOINT
UNIFIED SCHOOL DISTRICT**

WHEREAS, The City of Winters (hereinafter "CITY") has approved the construction of sidewalks on the east side of Hemenway street, currently owned by the Winters Joint Unified School District (hereinafter "District"); and

WHEREAS, District has by Public Service Easement Deed granted to CITY a permanent public service easement for the construction and public use of said sidewalk, and easement more particularly described on Exhibits A and B, attached hereto and made a part hereof; and

WHEREAS, CITY had determined that it is in the public interest to accept the easement, and that its citizens will benefit therefrom;

NOW BE IT RESOLVED by the City Council of the City of Winters that the grant of an easement from the District is in substantial conformance with City Policy to accept rights of way necessary for public improvements and CITY hereby accepts on the behalf of the public the District grant of an easement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

WINTERS this 4th day of March, 2008, by the following vote:

AYES:

NOES:

ABSENT:

Keith Fridae, Mayor

Attest:

Nanci G. Mills, City Clerk

RECORDING REQUESTED BY:

CITY OF WINTERS

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

WHEN RECORDED MAIL TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

APN: 03 - 282 - 15

DOCUMENT TRANSFER TAX \$ 0
"No Fee Required" (Government Code Section 6103 & 27383)
recorded for the benefit of: The City of Winters

City of Winters, by: (signature required above this line)

P U B L I C S E R V I C E E A S E M E N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Winters Joint Unified School District

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property situate in the County of Yolo, State of California, described as follows:

Permanent Public Service Easements over and upon the two (2) parcels of real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement(s) being more particularly described by:

Exhibit A composed of three (3) pages (for the northerly parcel along the Hemenway Street frontage), attached hereto and made a part hereof by reference,
and

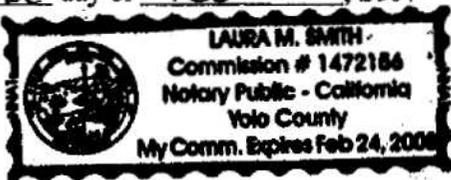
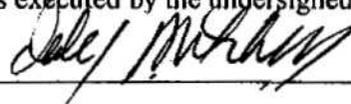
Exhibit B composed of three (3) pages (for the southerly parcel along the Hemenway Street frontage), attached hereto and made a part hereof by reference.

Signature(s) must be acknowledged by a Notary Public.

IN WITNESS WHEREOF, this Public Service Easement Deed is executed by the undersigned this

2nd day of Feb, 2007

Signature: _____



WINTERS JOINT UNIFIED SCHOOL DISTRICT
(Print Grantor's Legal Name, Company or Corporation as applicable)

By: _____

Dale J. Mitchell, Ed.D., Supt
(Print name and title of signatory if company or corporation)

"This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution No. _____, adopted by City Council on the _____ day of _____ in the year 2007."

Dated: _____

Signed: _____
Nanci Mills, City Clerk

LAND DESCRIPTION

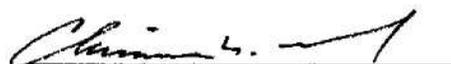
THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of that parcel of land as described in Book 283 of Official Records at Page 297, being more particularly described as follows:

BEGINNING at the intersection of the North line of the South half of said Section 21 and the East line of Hemenway Street as described in Book 84 of Deeds at Page 102, said point also being distant, from National Geodetic Survey designation "REFERENCE MONUMENT 22 271" (PID-AC9891), the following two (2) courses and distances: (1) North 86°43'05" West 6,023.31 feet to National Geodetic Survey designation "B 849" (PID-JS2151); and (2) South 23°14'19" West 3,277.24 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and along said East line of said Hemenway Street, North 00°06'25" West 335.11 feet to the Southwest corner of Lot 23 of that certain map entitled "Mermod Manor Subdivision" recorded in Book 4 of Maps at Page 41, said County Records; thence, along the South line of said Lot 23, North 89°53'35" East 7.50 feet; thence, leaving said South line, South 00°21'48" East 335.09 feet to a point on said North line of said South half of said Section 21; thence, along said North line, South 89°44'45" West 9.00 feet to the POINT OF BEGINNING.

Containing 2,764.573 square feet (0.063 acres) of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "REFERENCE MONUMENT 22 271" (PID-AC9891) and "B 849" (PID-JS2151); said "REFERENCE MONUMENT 22 271" having coordinates of North (Y) 1,955,837.57 feet and East (X) 6,576,008.42 feet with an epoch date of 2002.86; pursuant to Section 8815.3 of the Public Resources Code, the published epoch date for "REFERENCE MONUMENT 22 271" was adjusted from 1991.35 to 2002.86 using the H.T.P.D. program on the National Geodetic Survey website. The resultant geodetic position (lat/long) were converted to the grid position (Y/N) shown herein; said "B 849" having coordinates of North (Y) 1,956,182.38 feet and East (X) 6,569,995.22 feet; said grid bearing being North 86°43'05" West as determined from National Geodetic Survey data sheets and the adjusted position described herein.




Christopher W. Lerch

1-05-07
Date

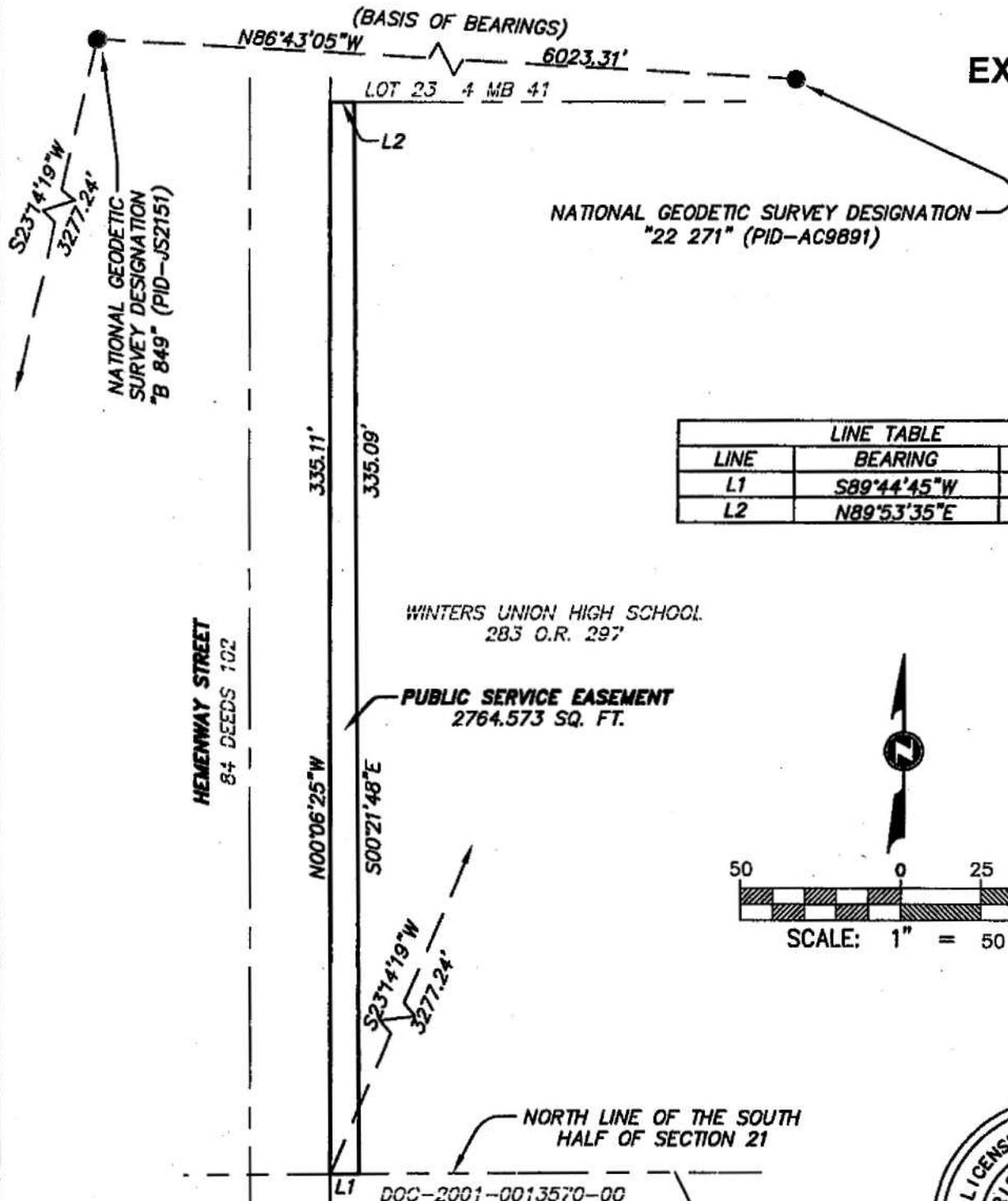
All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99996191953.

End of description.

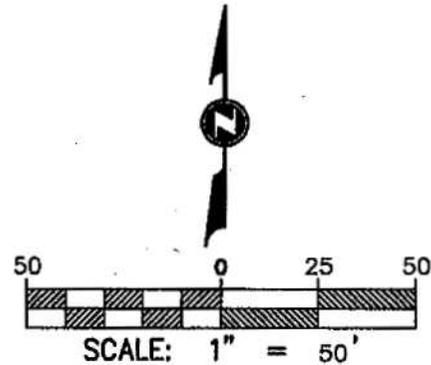
This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors' Act.

Easement Affects a portion of Yolo County APN 03-282-05

EXHIBIT A



| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | S89°44'45"W | 9.00' |
| L2 | N89°53'35"E | 7.50' |



Christopher W. Lerch
 CHRISTOPHER W. LERCH

1-05-07
 DATE



THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYORS' ACT.

PUBLIC SERVICE EASEMENT
 FOR
THE CITY OF WINTERS
 BEING A PORTION OF SECTION 21,
 TOWNSHIP 8 NORTH, RANGE 1 WEST,
 MOUNT DIABLO BASE AND MERIDIAN,
 YOLO COUNTY, CALIFORNIA

LM CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING
LAUGENOUR AND MEIKLE
 608 COURT STREET, WOODLAND, CA 95695
 PHONE: (530) 662-1755
 FAX: (530) 662-4602

#780-42

LAND DESCRIPTION

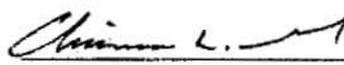
THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of that parcel of land as described in Book 261 of Official Records, at Page 453, and also being a portion of Book 424 of Official Records, at Page 160, being more particularly described as follows:

BEGINNING at the intersection of the North line of Grant Avenue and the Northeasterly line of Hemenway Street as described in Book 84 of Deeds at Page 102, said point also being distant, from National Geodetic Survey designation "REFERENCE MONUMENT 22 271" (PID-AC9891), the following two (2) courses and distances: (1) North 86°43'05" West 6,023.31 feet to National Geodetic Survey designation "B 849" (PID-JS2151); and (2) South 15°41'42" West 3,761.13 feet; thence, from said POINT OF BEGINNING, and along said Northeasterly line of said Hemenway Street, North 24°49'25" West 507.78 feet to the most Southerly corner of that certain parcel of land as described as in Book 2023 of Official Records at Page 163; thence, along said Southeasterly line, North 65°18'35" East 15.00 feet; thence, leaving said Southeasterly line, South 24°15'34" East 507.80 feet to a point on said North line of said Grant Avenue; thence, along said North line, South 65°18'35" West 10.00 feet to the POINT OF BEGINNING.

Containing 6,347.242 square feet (0.146 acres) of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "REFERENCE MONUMENT 22 271" (PID-AC9891) and "B 849" (PID-JS2151); said "REFERENCE MONUMENT 22 271" having coordinates of North (Y) 1,955,837.57 feet and East (X) 6,576,008.42 feet with an epoch date of 2002.86; pursuant to Section 8815.3 of the Public Resources Code, the published epoch date for "REFERENCE MONUMENT 22 271" was adjusted from 1991.35 to 2002.86 using the H.T.P.D. program on the National Geodetic Survey website. The resultant geodetic position (lat/long) were converted to the grid position (Y/N) shown herein; said "B 849" having coordinates of North (Y) 1,956,182.38 feet and East (X) 6,569,995.22 feet; said grid bearing being North 86°43'05" West as determined from National Geodetic Survey data sheets and the adjusted position described herein.




Christopher W. Lerch

1-05-07
Date

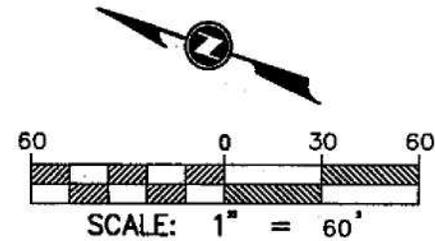
All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99996191953.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors' Act.

NATIONAL GEODETIC SURVEY DESIGNATION
"22 271" (PID-AC9891)

NATIONAL GEODETIC SURVEY DESIGNATION
"B 849" (PID-JS2151)



2023 O.R. 163

261 O.R. 453

WINTERS JOINT UNION HIGH SCHOOL

424 O.R. 160

GRANT AVENUE

N65°18'35"E
15.00'

S24°15'34"E

PUBLIC SERVICE EASEMENT
0.146 ACRES

507.80'

S15°41'42"W
3761.13'

N24°49'25"W

507.78'

S65°18'35"W
10.00'

HEMENWAY STREET

84 DEEDS 102

MOST SOUTHWESTERLY CORNER

Christopher W. Lerch
CHRISTOPHER W. LERCH

1-05-07
DATE

THIS EXHIBIT WAS PREPARED BY ME OR
UNDER MY DIRECTION IN ACCORDANCE WITH
SECTION 8761 OF THE PROFESSIONAL LAND
SURVEYORS' ACT.

LM CIVIL ENGINEERING
LAND SURVEYING
PLANNING
LAUGENOUR AND MEIKLE
608 COURT STREET, WOODLAND, CA 95695
PHONE: (530) 662-1755
FAX: (530) 662-4602



PUBLIC SERVICE EASEMENT
FOR
THE CITY OF WINTERS
BEING A PORTION OF SECTION 21,
TOWNSHIP 8 NORTH, RANGE 1 WEST,
MOUNT DIABLO BASE AND MERIDIAN,
YOLO COUNTY, CALIFORNIA

EXHIBIT B

SHEET 1 OF 1

JANUARY 5, 2006

#780-42

CITY OF WINTERS RESOLUTION 2008-09

**A RESOLUTION ACCEPTING A PUBLIC SERVICE
EASEMENT DEED FROM THE WINTERS JOINT
UNIFIED SCHOOL DISTRICT**

WHEREAS, The City of Winters (hereinafter "CITY") has approved the construction of sidewalks on the north side of Edwards Street, currently owned by the Winters Joint Unified School District (hereinafter "District"); and

WHEREAS, District has by Public Service Easement Deed granted to CITY a permanent public service easement for the construction and public use of said sidewalk, and easement more particularly described on Exhibits A , attached hereto and made a part hereof; and

WHEREAS, CITY had determined that it is in the public interest to accept the easement, and that its citizens will benefit therefrom;

NOW BE IT RESOLVED by the City Council of the City of Winters that the grant of an easement from the District is in substantial conformance with City Policy to accept rights of way necessary for public improvements and CITY hereby accepts on the behalf of the public the District grant of an easement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
WINTERS this 4th day of March, 2008, by the following vote:**

AYES:
NOES:
ABSENT:

Keith Fridae, Mayor

Attest:

Nanci G. Mills, City Clerk

RECORDING REQUESTED BY:

CITY OF WINTERS

**SPACE ABOVE THIS LINE FOR
RECORDER'S USE**

WHEN RECORDED MAIL TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

APN: 03 - 130 - 01

DOCUMENT TRANSFER TAX \$ 0
"No Fee Required" (Government Code Section 6103 & 27383)
recorded for the benefit of: The City of Winters

City of Winters, by: (signature required above this line)

P U B L I C S E R V I C E E A S E M E N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Winters Joint Unified School District

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property situate in the County of Yolo, State of California, described as follows:

A permanent Public Service Easement over and upon the portion of real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement being more particularly described by:

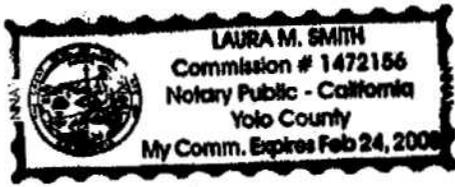
Exhibit A composed of three (3) pages, attached hereto and made a part hereof by reference,

Signature(s) must be acknowledged by a Notary Public.

IN WITNESS WHEREOF, this Public Service Easement Deed is executed by the undersigned this

2nd day of Feb, 2007

Signature: *Dale J. Mitchell*



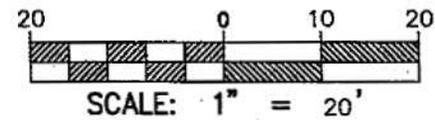
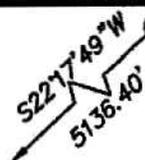
WINTERS JOINT UNIFIED SCHOOL DISTRICT
(Print Grantor's Legal Name, Company or Corporation as applicable)

By: Dale J. Mitchell, Ed.D., Supt
(Print name and title of signatory if company or corporation)

"This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution No. _____, adopted by City Council on the _____ day of _____ in the year 2007."

Dated: _____

Signed: _____
Nanci Mills, City Clerk



NATIONAL GEODETIC SURVEY DESIGNATION
"B 849" (PID-JS2151)

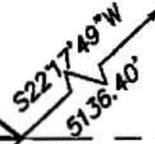
N86°43'05"W (BASIS OF BEARINGS)
6023.31'

NATIONAL GEODETIC SURVEY DESIGNATION
"22 271" (PID-AC9891)

WINTERS UNIFIED SCHOOL DISTRICT
462 O.R. 212

R=56.00' L=76.68' Δ=78°27'14"
PUBLIC SERVICE EASEMENT
610.758 SQ. FT.

S65°18'45"W 70.83'



S65°18'45"W

515.76'

MOST SOUTHERLY CORNER

EDWARDS STREET

S63°54'52"E 42'

Christopher W. Lerch
CHRISTOPHER W. LERCH

1-05-07
DATE

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYORS' ACT.

LM CIVIL ENGINEERING
LAND SURVEYING
PLANNING
LAUGENOUR AND MEIKLE



PUBLIC SERVICE EASEMENT
FOR
THE CITY OF WINTERS
BEING A PORTION OF SECTION 21,
TOWNSHIP 8 NORTH, RANGE 1 WEST,
MOUNT DIABLO BASE AND MERIDIAN.
YOLO COUNTY, CALIFORNIA

EXHIBIT A

608 COURT STREET, WOODLAND, CA 95695
PHONE: (530) 662-1755
FAX: (530) 662-4602

SHEET 1 OF 1

JANUARY 5, 2006

#780-42

LAND DESCRIPTION

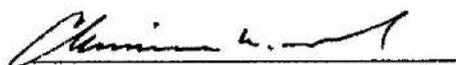
THAT portion of real property situate in the City of Winter, County of Yolo, State of California, and being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of that parcel of land as described in Book 426 of said County Official Records, at Page 212, being more particularly described as follows:

BEGINNING at a point on the Southeasterly line of that parcel of land described in said Book 426 of Official Records, at Page 212; said point being distant North 65°18'45" East 515.76 feet from the most Southerly corner of said Book 426 of Official Records, at Page 212; said point also being distant, from National Geodetic Survey designation "REFERENCE MONUMENT 22 271" (PID-AC9891), the following two (2) courses and distances: (1) North 86°43'05" West 6,023.31 feet to National Geodetic Survey designation "B 849" (PID-JS2151); and (2) South 22°17'49" West 5,136.40 feet; thence, from said POINT OF BEGINNING, and along said Southeasterly line, South 65°18'45" West 70.83 feet to the beginning of a non-tangent curve concave Southeasterly with a radius of 56.00 feet, a radial line which bears North 63°54'52" West from said radius point; thence, Northeasterly along said curve through a central angle of 78°27'14" and an arc distance of 76.68 feet to the POINT OF BEGINNING.

Containing 610.758 square feet (0.014 acres) of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "REFERENCE MONUMENT 22 271" (PID-AC9891) and "B 849" (PID-JS2151); said "REFERENCE MONUMENT 22 271" having coordinates of North (Y) 1,955,837.57 feet and East (X) 6,576,008.42 feet with an epoch date of 2002.86; pursuant to Section 8815.3 of the Public Resources Code, the published epoch date for "REFERENCE MONUMENT 22 271" was adjusted from 1991.35 to 2002.86 using the H.T.P.D. program on the National Geodetic Survey website. The resultant geodetic position (lat/long) were converted to the grid position (Y/N) shown herein; said "B 849" having coordinates of North (Y) 1,956,182.38 feet and East (X) 6,569,995.22 feet; said grid bearing being North 86°43'05" West as determined from National Geodetic Survey data sheets and the adjusted position described herein.




Christopher W. Lerch

1-05-07
Date

EXHIBIT A

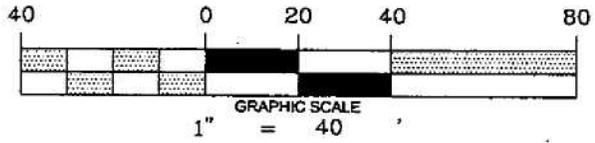
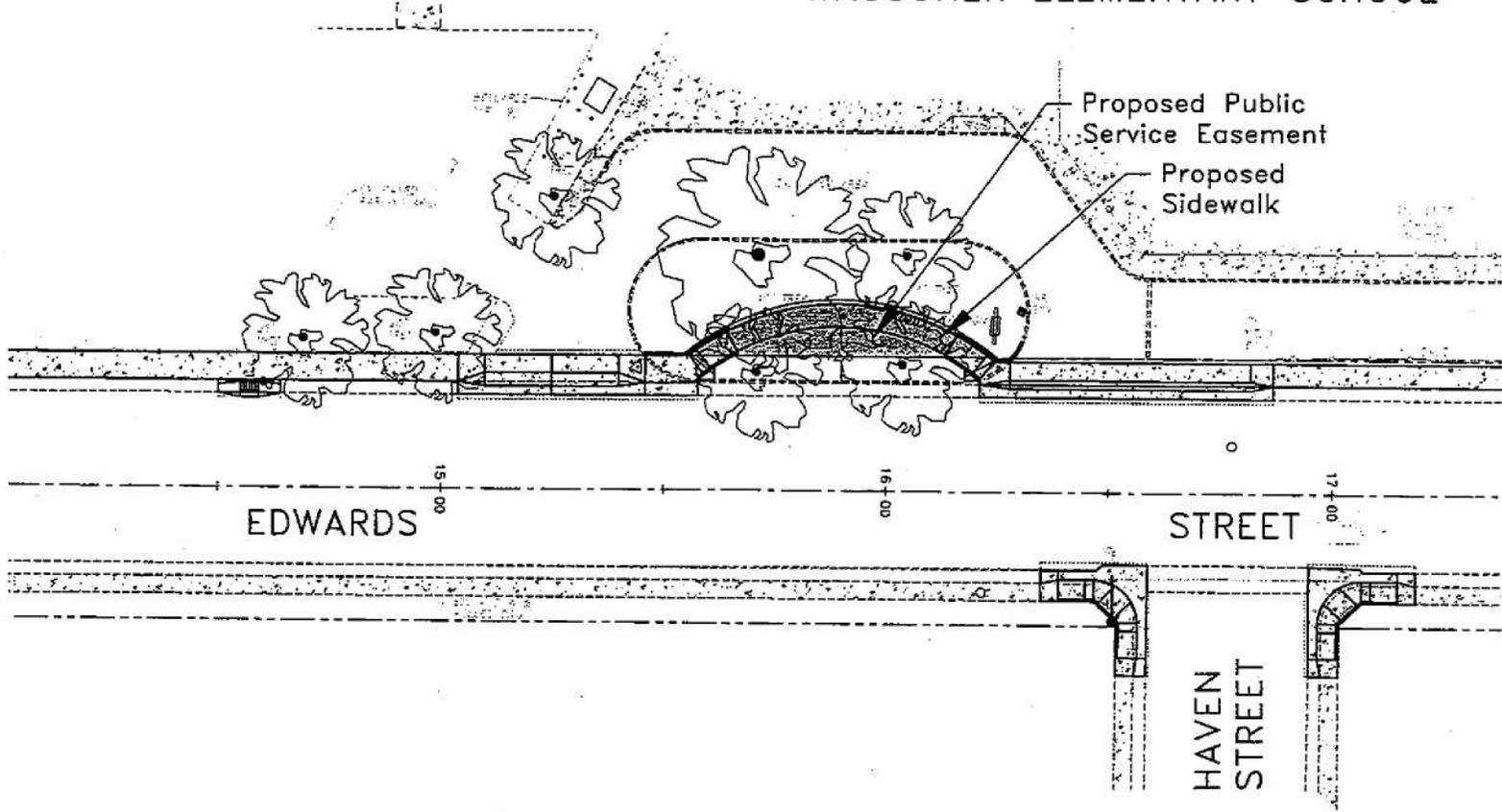
All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99996191953.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors' Act.

The Easement affects a portion of Yolo County APN 03-130-01

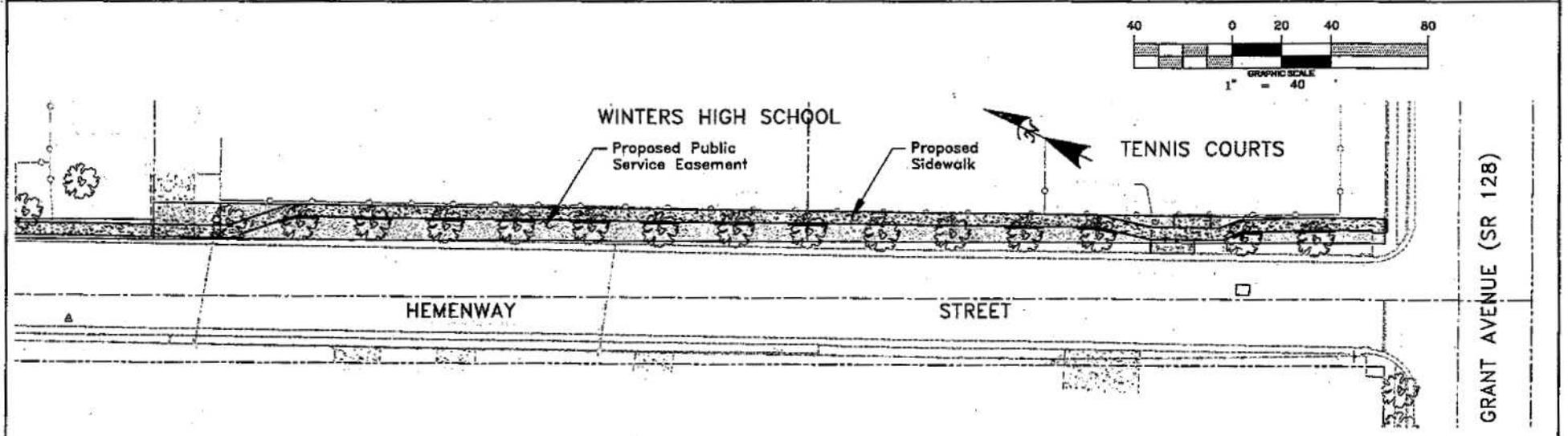
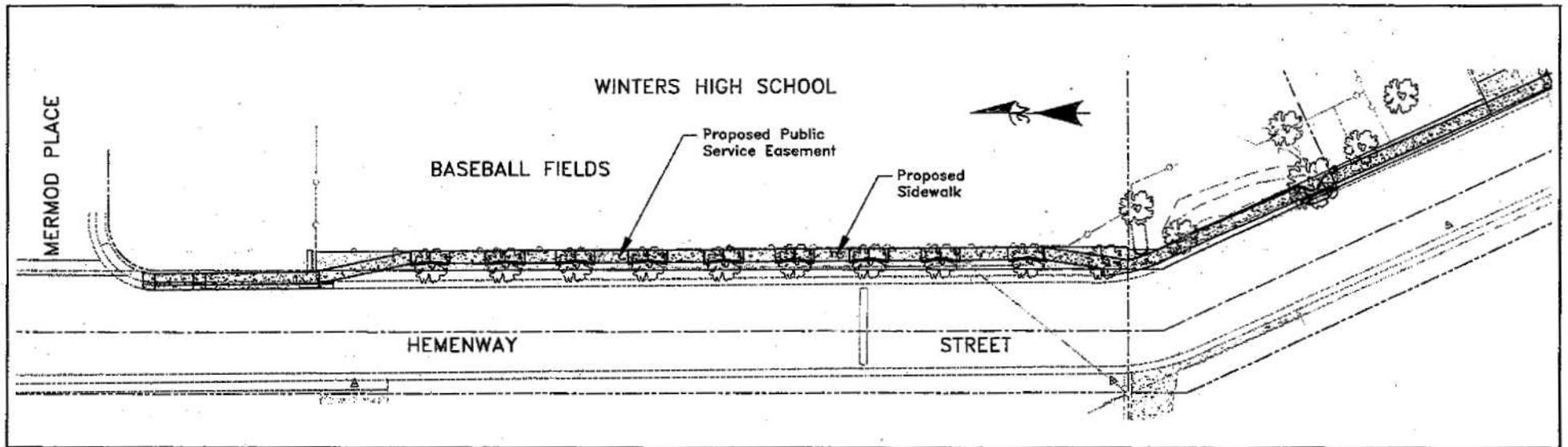
WAGGONER ELEMENTARY SCHOOL



PONTICELLO ENTERPRISES
CONSULTING ENGINEERS
327 College Street, Suite 105
Woodland, CA 95695
Phone: (530) 668-5883
Fax : (530) 668-5893

WAGGONER SCHOOL - SIDEWALK AT BUS LOOP
2006 SAFE ROUTES TO SCHOOL IMPROVEMENTS
City of Winters

DATE: JAN 9, 2007
BY: A. UTTERBACK



PONTICELLO ENTERPRISES
 CONSULTING ENGINEERS
 327 College Street, Suite 105
 Woodland, CA 95695
 Phone: (530) 698-2083
 Fax: (530) 698-5093

**EASEMENTS FOR HEMENWAY SIDEWALK
 AT HIGH SCHOOL**
 2006 SAFE ROUTES TO SCHOOL IMPROVEMENTS
 City of Winters

DATE: JAN 9, 2007
 BY: A. UTTERBACK
 PAGE 2 OF 2

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



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

MEMO

TO: Honorable Mayor and Councilmembers

DATE: March 4, 2008

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

FROM: Bruce K. Muramoto, Chief of Police; Scott Dozier, Fire Chief 

SUBJECT: Police and Fire Facility Update

INFORMATION:

This is an informational report to update council on the status of the new Police and Fire Facility. The project architect, Dennis Dong, will present to council the proposed master site plan, programming and initial "mock" design of the facility.

BACKGROUND:

The Fire and Police Departments are housed in facilities that are functionally deficient, undersized for the efficient operations of the Departments, and inadequate to serve to serve the needs of the growing community.

The Public Safety Facility, Project No. 05-03, was established to design and construct a facility to house both Departments. On June 15, 2005, the City Council approved the selection of the site for the new facility. The site is located along West Main Street, north of Grant Avenue, off the future street being constructed with the Ogando-Hudson subdivision, and the land will be granted to the City with the Ogando-Hudson Final Map (see attached Exhibit A-3).

On June 15, 2005, Council also authorized staff to develop a Request for Qualifications (RFQ) for architectural design services. A RFQ was issued in June and the City received 7 qualifications packets – Don Dommer Associates, Calpo Hom & Dong Architects, Beverly Prior Architects, Indigo Architects, RRM Design Group, LPA Sacramento, and Noll & Tam Architects. A panel consisting of Chief Muramoto, Chief Dozier, Mike Chandler – Chief, Rumsey Rancheria Fire Department, Randy Goodwin – City Architect, City of West Sacramento, and Alan Mitchell, Project Manager, reviewed each submittal and short-listed 4 firms - Don Dommer Associates, Calpo Hom & Dong Architects, Beverly Prior Architects, and LPA Sacramento - who were interviewed by the panel on August 24th. Based on the interviews and subsequent reference checks, staff has chosen Calpo Hom & Dong (CH&D)

out of Sacramento. Dennis Dong, a Principal with the firm, is available to introduce his firm and answer any questions.

The first step in implementing the project is to establish the program for the site and facility. CH&D have submitted a scope, fee and schedule to assist the City in laying out the site and floor plan, based on the needs of each Department, and the available budget. The Consultant Services Agreement with CH&D is for Needs Assessment and Site Master Planning only. Subsequent design services (schematic design, design development, and construction documents) will follow and an Amendment will be brought to Council.

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

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

ALTERNATIVES:

None by this action

FISCAL IMPACT:

None by this action



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: March 4, 2008
FROM: John W. Donlevy, Jr., City Manager *John W. Donlevy, Jr.*
SUBJECT: Development Agreement Update and Review

RECOMMENDATION:

That the City Council receive a brief presentation and file this report.

BACKGROUND:

The City of Winters currently has development agreements with developers for the following subdivision projects:

- Winters Highlands
- Callahan Estates
- Ogando Hudson
- Creekside Estates
- Anderson Place

In total, this amounts to 701 residential units which are proposed to be constructed over an approximately 6 year period once commenced.

As many are aware, the national real estate market and the entire mortgage industry has entered a recession for which predictability of residential construction is non-existent. While each of these projects was reviewed and approved almost 2 years ago, not a single unit has been constructed for any of developments.

Each of these projects received considerable investment on behalf of the entire community. In total, the projects would increase park acreage by more than 6 times, provide enhanced revenues to schools, be energy models, expand infrastructure and provide almost \$30 million in benefits to the City of Winters.

To date, only the construction of the Bobbi Greenwood Swim Center has been accomplished from the current development agreements.

DISCUSSION:

The development agreements were negotiated during very different economic times. The real estate market was at a peak and the predicted liquidity of funds for developers, including financing, was very high. The reality of achieving the implementation of the current development agreements in the present economy would be extremely difficult.

Staff has been in discussion with representatives of both Granite Bay Holdings and Winters Investors LLC regarding revisions to the DA's.

Key concepts in the discussions have surrounded ways to make the projects feasible both for the developers and to achieve the goals desired by the City in approving the projects.

The following is a summation of some of the key discussion points with the developers:

- **Term of DA:** Extension of the agreements from the current expiration dates in 2012 and 2014.
- **Commencement of Development:** Timing of the start of the projects would be determined by the developers.
- **Phasing:** The allocation of permits is not expected to change dramatically from the planned development rates.
- **Affordable Units:** Some discussion has been had regarding exchanging some categories (Very Low/Moderate) units within the Callahan and Ogando Hudson projects to accommodate an accelerated self-help/sweat equity project. (Given the demand for the "For Sale" affordable units in Winters, this is seen as a positive).
- **Capital Improvements:** Development of a facilities construction and financing agreement is a critical next step. The installation of some infrastructure in advance of project construction (Well 7) is view as a vital project part of the current discussion. Staff is considering concepts including City participation in some projects.
- **Impact Fees:** Modification of the timing of payments for many of the impact fees (parks, facilities, water, sewer) and net benefit items is under discussion. Much of this surrounds payments occurring at permit in lieu of the advancement of funding.
- **Public Safety Facility Land:** Winters Investors LLC have committed to the Public Safety Facility and discussions are under way for an agreement to advance the land as part of the revised development agreement.

Generally, the discussions with the developers has been positive and constructive. A recommended outline of the revised agreement should be presented to the City Council in April.

FISCAL IMPACT:

None by this Action.

ATTACHMENT:

Letter from Winters Investors in support of Public Safety Facility.

H O F M A N N
LAND DEVELOPMENT
C O M P A N Y

File

VIA FAX (530) 795.4935

February 1, 2008

John Donlevy
City of Winters
318 First Street
Winters, CA 95694

Dear John:

Per our conversion today, this letter is to confirm Winter Investors LLC is committed to the Safety Facility. And we are willing to include timing of dedication of land for the Facility part of the Development Agreement changes. We will dedicate the land along with the approval of the Development Agreement changes.

Thank you for your help and look forward to meeting with you to facilitate drafting the changes to the Development Agreement. I can be reached at (925) 682-4830 if you have any further questions or concerns.

Sincerely
Hofmann Land Development Company



John R. Peterson
Project Manager



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager *John W. Donlevy, Jr.*
FROM: Shelly Gunby, Director of Financial Management *Shelly Gunby*
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

**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



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John C. Wallace, City Attorney
SUBJECT: Introduce Ordinance 2008-06, Amending Chapter 2 of the Winters Municipal Code to Authorize Compensation for Planning Commissioners

RECOMMENDATION: Introduce Ordinance 2008-06, Amending Chapter 2 of the Winters Municipal Code to Authorize Compensation for Planning Commissioners, with the public hearing and second reading to be scheduled for the March 18, 2008 City Council meeting.

BACKGROUND: Pursuant to Resolution 2004-35, the City currently compensates its planning commissioners for each meeting. The original ordinance, Section 2.16.060, contains language barring such compensation. The California Government Code, Section 36506, specifically allows the Council to set compensation by resolution so the resolution is valid. Due to the conflict between our ordinance and the resolution, correction of the ordinance language is required.

FISCAL IMPACT: None. Compensation levels will remain the same.

Current Section:

2.16.60 Compensation

The members of the planning commission shall receive no compensation except such expenses as are authorized by law. The reasonable traveling expenses, incidental to attendance at meetings as per Section 2.16.050(B) shall be charges upon the funds allocated to the commission. (Prior code 2-3.206)

Replacement Section:

2.16.60 Compensation

The members of the planning commission shall receive such compensation as may be fixed by resolution of the Winters City Council. When on official business authorized by the Winters City Council, members of the planning commission will be reimbursed for expenses in accordance with City policies regarding reimbursement.

ORDINANCE NO. 2008 - 06

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING CHAPTER 2 OF THE WINTERS MUNICIPAL CODE TO
AUTHORIZE COMPENSATION FOR PLANNING COMMISSIONERS**

1. Purpose. California Government Code Section 36506 provides authority to the City of Winters to fix compensation of all appointive and elected officers, including Planning Commissioners, by ordinance or resolution. The City Council has done so, by Resolution 2004-35. This Ordinance will amend Section 2.16.060 to reflect the current compensation, and to allow future compensation to be adjusted by City Council Resolution.

2. Authority. The City Council enacts this ordinance under the authority granted under the California Constitution, as a general law City, and specifically under California Government Code Section 36506.

3. Amendment. Section 2.16.060 of the Winters Municipal Code is hereby amended to read as follows:

Sec. 2.15.060. Compensation.

The members of the planning commission shall receive such compensation as may be fixed by resolution of the Winters City Council. When on official business authorized by the Winters City Council, members of the planning commission will be reimbursed for expenses in accordance with City policies regarding reimbursement.

Section 4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2008
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

KEITH FRIDAE, MAYOR

ATTEST:

NANCI MILLS, CITY CLERK

RESOLUTION 2004-35

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ESTABLISHING COMPENSATION FOR PLANNING COMMISSIONERS**

WHEREAS, the members of the Winters Planning Commission spend an inordinate amount of time fulfilling their assigned responsibilities on behalf of the City of Winters, and

WHEREAS, the City Council recognizes the valuable service provided to the City of Winters by members of the Planning Commission; and

WHEREAS, the City Council believes that in addition to recognition, the members of the Planning Commission should receive compensation to assist in part for the numerous hours of service they provide to the City of Winters.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Winters hereby determines as follows:

- 1) That each member of the Planning Commission shall receive the sum of \$30.00 per meeting.
- 2) The forgoing compensation will become effective with the first Planning Commission meeting in December 2004.

The above and foregoing Resolution was passed and adopted at a regular meeting of the Winters City Council held on the 16th day of November, 2004, by the following roll call vote:

AYES: Anderson, Chapman, Fridae, Stone, Mayor Martinez

NOES: None

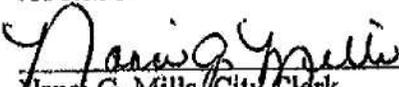
ABSTAIN: None

ABSENT: None



Dan Martinez, Mayor

ATTEST:



Nancy G. Mills, City Clerk

YAHOO! MAIL

Print - Close Window

From: "Tracy Jensen" <tracy.jensen@cityofwinters.org>
To: jwallacesq@sbcglobal.net
Subject: FW: Planning Commission Compensation
Date: Tue, 19 Feb 2008 09:40:22 -0800

Hi John,

I haven't heard back from you regarding this issue. Can you please review the e-mails below as well as the attached resolution and advise?

Thanks,
 Tracy

From: Tracy Jensen [mailto:tracy.jensen@cityofwinters.org]
Sent: Monday, February 04, 2008 3:43 PM
To: 'jwallacesq@sbcglobal.net'
Subject: Planning Commission Compensation

Hi John,

Please review my e-mail below dated 9/12/07 regarding compensation for the Planning Commission. I had forwarded this message to Kathleen Hockin, our representative at Lexis Nexis, who codifies our Ordinances for our Muni Code. Please review my original message and Kathleen's response below, dated 9/13/07. Is her solution satisfactory? I have attached the resolution that was passed establishing compensation for the planning commissioners, for your information.

Please review and advise.

Thanks,
 Tracy.

From: Hockin, Kathleen Y. (LNG-CHO) [mailto:kathleen.hockin@lexisnexis.com]
Sent: Thursday, September 13, 2007 11:27 AM
To: Tracy S. Jen sen
Subject: RE: City of Winters Ordinances & Resolutions

Hi Tracy and City Attorney,

This is the section dealing with the planning commission resolution from the codebook. My idea is to rewrite the section based on the resolution and have an editor's note under this section saying this section was amended by resolution by XX-XX, leaving the history note the same. The only question is, can this be done given no ordinance was passed to actually amend this section or prior code section §2-3.206 and will my solution be satisfactory?

Thanks,
 Kathleen

2.16.060 Compensation.

The members of the planning commission shall receive no compensation except such expenses as are authorized by law. The reasonable traveling expenses, incidental to attendance at meetings as per Section 2.16.050(B) shall be charges upon the funds allocated to the commission. (Prior code § 2-

3.206)

Kathleen Hockin

Coordinating Editor
LexisNexis Municipal Codes
701 E Water Street
Charlottesville, VA 22902
O 800.446.3410 x 7904 Toll Free
F 434.972.7678

From: Watkins, Lisa (LNG-CHO)
Sent: Thursday, September 13, 2007 11:31 AM
To: Hockin, Kathleen Y. (LNG-CHO)
Subject: FW: City of Winters Ordinances & Resolutions

This goes with the e-mail I just sent you. I have some questions.

Thanks,

Lisa

From: Tracy Jen sen [mailto:tracy.jensen@cityofwinters.org]
Sent: Wednesday, September 12, 2007 6:51 PM
To: Watkins, Lisa (LNG-CHO)
Subject: City of Winters Ordinances & Resolutions

Hi Lisa,

An ordinance regarding the compensation of our City Council members was passed and adopted in 2006 and has been previously codified. This information is currently reflected on our Municipal Code.

On the other hand, the compensation of our Planning Commission members was passed and adopted via resolution, and is not reflected on our Municipal Code.

In a previous e-mail I received, you indicated that resolutions are not codified (this after I had forwarded a small supply!)

Our question is: can this resolution be codified or does it have to go before Council as an ordinance? I think I know the answer, but I wanted to verify with you.

Please respond at your earliest.

Thank you,
Tracy Jen sen
Administrative Assistant
City of Winters
318 First Street
Winters, CA 95694

Attachments

Files:

 **Planning_Commission_Resolution.pdf** (26k)

**Government Code / TITLE 4. GOVERNMENT OF CITIES / DIVISION 3. OFFICERS /
PART 1. GENERAL**

GOV §36506. By resolution or ordinance, the city council shall fix the compensation of all appointive officers and employees. Such officers and employees hold office during the pleasure of the city council.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Cas Ellena, Redevelopment & Economic Development Director *CE*
SUBJECT: Resolution No. 2008-06 Regarding Notice of Intent Regarding Reconfiguration and Partial Vacation of East Abbey Street between Railroad Avenue and Elliot Street

RECOMMENDATION: Approve Resolution No. 2008-06 which provides the following: 1) approval of Notice of Intent regarding the reconfiguration and partial vacation of East Abbey Street between Railroad Avenue and Elliot Street; and 2) direction to the Planning Commission to prepare a General Plan Conformity Report in accordance with Government Code Section 65402.

BACKGROUND: The block in downtown Winters referred to as "Main Street Village" is a 1.823-acre block (Assessor Parcel Numbers 003-224-01, 02, 03, and 04) bordered by Railroad Avenue on the west, East Abbey Street on the north, Elliot Street on the east, and East Main Street on the south (the "Block"). This Block currently has the greatest potential for in-fill development in downtown Winters. The Community Development Agency ("CDA") owns the westerly most parcel on the Block fronting Railroad Avenue between East Main Street and Abbey Street ("CDA Parcel"). The CDA is currently negotiating a Disposition and Development Agreement ("DDA") with Monticello Investors (the "Developer") for the development of a mixed-use project (the "Project") on the CDA Parcel. The southern side of the remainder of the block has been developed within the last several years and the northern side of the remainder of the Block has recently changed ownership and also offers potential for in-fill development.

SUMMARY: A proposed concept to further assist the development of the Block has been developed (attached as Exhibit A) which includes: 1) vacation of an approximate 30 foot by 90 foot section of the south west section of East Abbey Street between Railroad Avenue and Elliot Street to allow additional building footprint on the CDA Parcel; 2) retention of the north west section of East Abbey Street between Railroad Avenue and Elliot Street for vehicle ingress and egress access off of Railroad Avenue and for ingress/egress access to the Block and to the Mariani property on the north side of East Abbey; and 4) retention of the remainder of East Abbey between Railroad Avenue and Elliot Street for the

development of diagonal public parking and an easterly one-way street. The City Council is being asked to approve a Notice of Intent for the partial vacate at this time. The actual partial vacation request would come back to the City Council at a future date. Staff has analyzed this concept from various perspectives to assist the City Council in its deliberations:

Circulation: Engineering staff has analyzed the circulation patterns of the area and has determined that the street grid is tight enough that the vacation of this leg of East Abbey Street would not negatively affect the circulation. Attached is a map of the Proposed Abbey Street Closure and its Effects on Circulation ("Exhibit B"). The vehicles traveling west on East Abbey Street toward Railroad Avenue would be the most impacted. These vehicles would be required to proceed left onto Elliot and out to East Main Street to reach Railroad Avenue. This is a modification to the City's existing street grid but it is considered a minor modification since East Abbey Street will still have ingress and egress ability, vehicles traveling east can drive through and vehicles travelling west are able to reach Railroad via Elliot.

Engineering/Utilities: The existing City water line on East Abbey runs along the southern side of the street. Allowance of additional building footprint at the southeast corner of East Abbey and Railroad, would require that this section of water line be relocated to the northern side of East Abbey Street. The City could retain public utility and public/fire access easements for the vacated section of the street. Estimated costs to move the water line amount to approximately \$10,000.

Parking: The creation of a public parking area in the vacated portion of Abbey Street would result in the creation of approximately 30 parking spaces (20 more spaces than what currently exists).

Contingencies: Staff recommends the vacation of Abbey Street be contingent upon: 1) Approval and execution of the DDA with the Developer; and 2) Conveyance of the Site to the Developer.

Planning Commission: In accordance with Government Code Section 65402, before the City approves the vacation of a street, the Planning Commission must first prepare a report on the conformity of the vacation with the General Plan. Staff recommends the City Council direct the Planning Commission to prepare the Report of Conformity.

Legality: The proposed Abbey Street vacation concept is consistent with current laws and regulations. Notice of this Notice of Intent was published in the February 21, 2008, Winters Express edition. Notice of this public meeting was mailed to all property owners within a 500 foot radius of the CDA Parcel.

FISCAL IMPACT: None by this action.

ATTACHMENTS: 1) Resolution No. 2008-06; 2) Exhibit A "Reconfiguration"; 3) Exhibit B "Circulation Map"

**CITY COUNCIL
RESOLUTION 2008-06**

**RESOLUTION OF THE CITY OF WINTERS APPROVING A NOTICE OF
INTENT REGARDING THE RECONFIGURATION AND PARTIAL VACATION
OF EAST ABBEY STREET BETWEEN
RAILROAD AVENUE AND ELLIOT STREET**

WHEREAS, the block in downtown Winters referred to as "Main Street Village" is a 1.823-acre block (Assessor Parcel Numbers 003-224-01, 02, 03, and 04) bordered by Railroad Avenue on the west, East Abbey Street on the north, Elliot Street on the east, and East Main Street on the south (the "Block") has the greatest potential for in-fill development in downtown Winters; and

WHEREAS, the Community Development Agency ("CDA") owns the westerly most parcel on the Block fronting Railroad Avenue between East Main Street and Abbey Street ("CDA Parcel"); and

WHEREAS, the CDA is currently negotiating a Disposition and Development Agreement ("DDA") with Monticello Investors (the "Developer") for the development of an in-fill mixed-use project (the Project") on the CDA Parcel; and

WHEREAS; the northern side of the Block has recently changed ownership and also offers potential for in-fill development; and

WHEREAS, the City desires to assist the development of the Block by approving a reconfiguration of the section of East Abbey Street between Railroad Avenue and Elliot Street ("Reconfiguration" attached as Exhibit A) which includes: 1) vacation of an approximate 30 foot by 90 foot section of the south west section of East Abbey Street between Railroad Avenue and Elliot Street to allow additional building footprint on the CDA Parcel; 2) retention of the north west section of East Abbey Street between Railroad Avenue and Elliot Street for vehicle ingress and egress access off of Railroad Avenue and ingress/egress access to the Block and to the Mariani property on the north side of East Abbey; 4) retention of the remainder of East Abbey between Railroad Avenue and Elliot Street for the development of diagonal public parking and an easterly one-way street.

WHEREAS, the Reconfiguration would be contingent upon 1) approval and execution of the DDA with the Developer; and 2) conveyance of the Site to the Developer; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that it does hereby approve the this Notice of Intent for the Reconfiguration and partial vacation of that portion of Abbey Street described above contingent upon 1) approval and execution of the DDA with the Developer; and 2) conveyance of the Site to the Developer; and

BE IT FURTHER RESOLVED by the City Council that it does hereby direct the Planning Commission to prepare a Report of Conformity in accordance with Government Code Section 65402 regarding the Vacation.

PASSED AND ADOPTED by the City of Winters this 4th day of March 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk

"Reconfiguration"

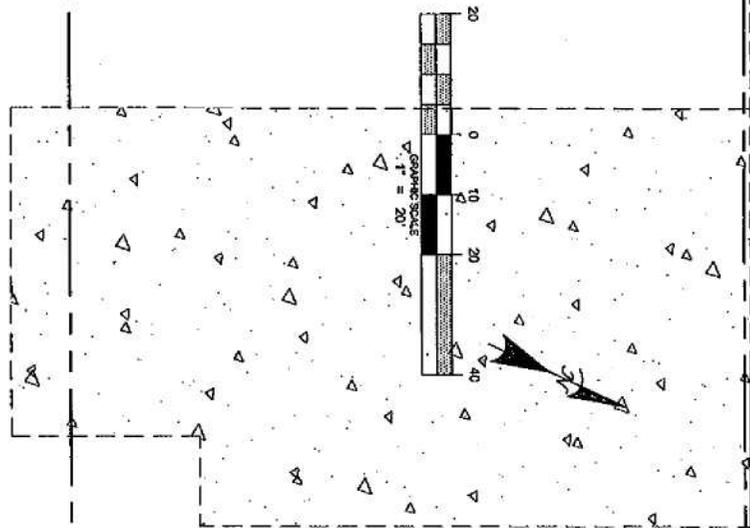
ROAD AVE.

CITY OF WINTERS

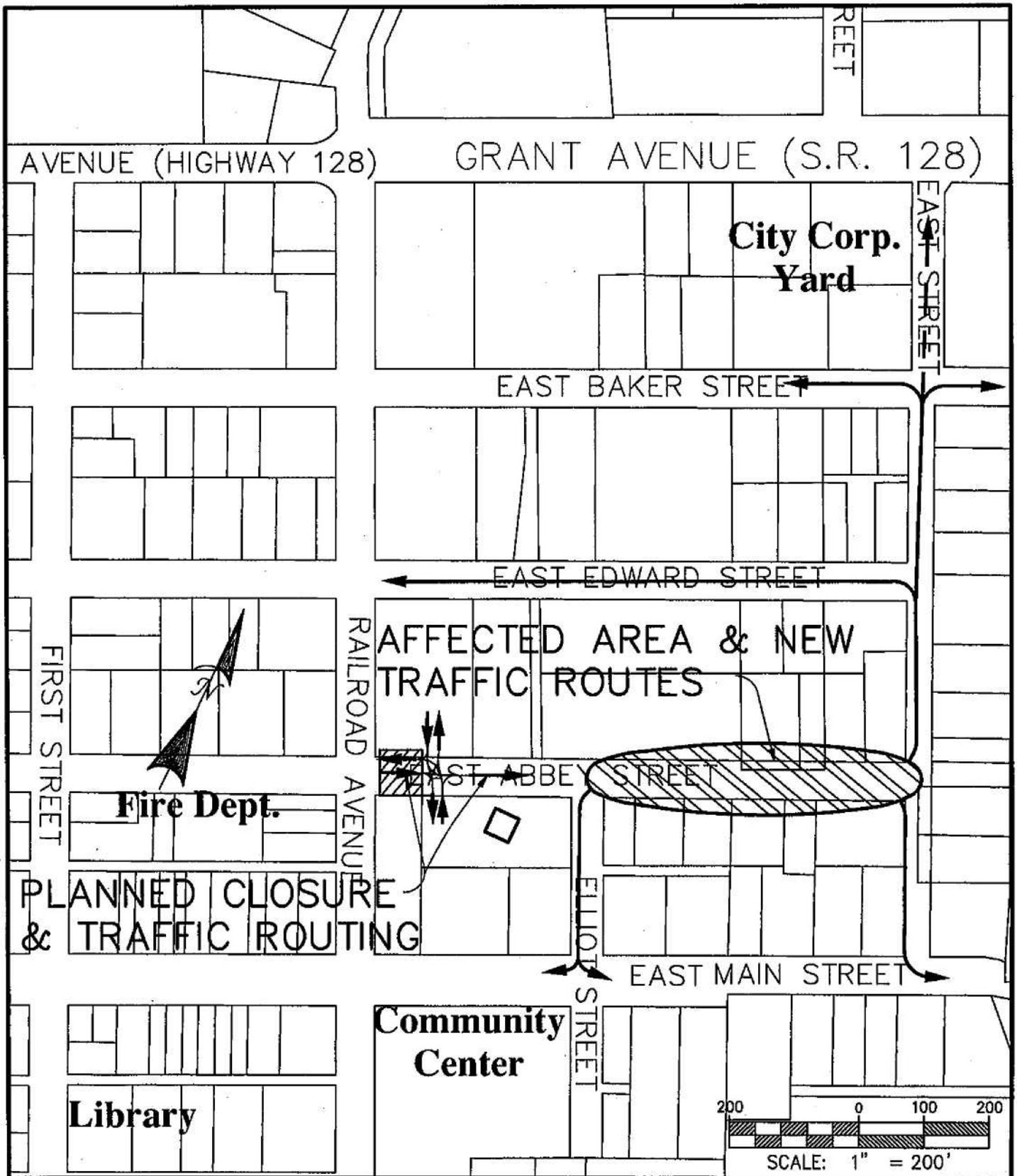
ello Development

PARKING DRIVEWAY

E. ABBEY ST.



N 1054-3651
E 1054-0485



PONTICELLO ENTERPRISES
 CONSULTING ENGINEERS, INC.
 1216 Fortna Avenue
 Woodland, CA 95776
 Phone: (530) 668-5883
 Fax: (530) 668-5893

Proposed Abbey Street Closure Effect on Circulation

Scale: 1" = 200'
 Date: 25-Feb-2008



**CITY COUNCIL
STAFF REPORT**

TO: Winters City Council
DATE : February 26, 2008
THROUGH: John Donlevy, Jr., City Manager 
FROM: John C. Wallace, City Attorney
SUBJECT: Utility User's Tax Reduction and Modernization Act

Agenda Item: Readoption of Resolutions 2008-02, and 2008-05. I have notice a public hearing on these Resolutions, to give the public a third meeting for input, and to confirm the exact wording of the proposed ordinance. The original resolutions were rushed to Yolo County to meet the deadlines for the election. An impartial analysis is also attached. Please make any corrections you deem appropriate, and please contact me if you have any questions.

CITY OF WINTERS RESOLUTION NO. 2008-02

RESOLUTION OF THE CITY OF WINTERS SUBMITTING TO THE QUALIFIED ELECTORS OF SAID CITY FOR THEIR APPROVAL THE "UTILITY USER'S TAX REDUCTION AND MODERNIZATION ACT"; TRANSMISSION OF THE PROPOSED BALLOT MEASURE TO THE OFFICE OF THE CITY ATTORNEY FOR PURPOSES OF PREPARATION OF AN IMPARTIAL ANALYSIS.

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

SECTION 1. Recitals.

A. Pursuant to Section 9222 of the Elections Code of the State of California, the legislative body of a city may submit to the voters, without a petition therefor, a proposition for the repeal, amendment, or enactment of any ordinance, to be voted upon at any succeeding regular or special city election.

B. Pursuant to this authority, The City Council of the City of Winters has adopted this resolution submitting to the voters of the City of Winters for their approval or disapproval an ordinance entitled the "Utility User's Tax Reduction and Modernization Act," which, if approved by the voters, would reduce from 5% to 4.75% the taxes currently collected under the Utility User's Tax of Chapter 3.20 of the Winters Municipal Code.

SECTION 2. Submittal to Electors. The ordinance attached hereto as Exhibit "A" is submitted to the qualified electors of the City of Winters for their approval or disapproval at the consolidated municipal election on Tuesday, June 3, 2008.

SECTION 3. Measure. The measure to be voted on at the consolidated municipal election as it is to appear on the ballot shall be as follows:

Measure _____

Shall the ordinance adding Chapter 3.22 to the Winters
Municipal Code be approved, reducing the existing
Utility User's Tax rate from 5% to 4.75% and
Modernizing the ordinance?

YES []

NO []

The measure shall be designated on the ballot by a letter printed on the left margin of the square containing the description of the measure as provided by law.

SECTION 4. Transmission of Proposed Ballot Measure Documents.

Pursuant to the Elections Code of the State of California, the City Clerk is hereby directed to transmit a copy of the ballot measure, and all other necessary documents, to the office of the City Attorney for purposes of preparation of an Impartial Analysis.

SECTION 5. Filing of Resolution. The City Clerk of the City of Winters is directed to file a certified copy of this Resolution with the Board of Supervisors of the County of Yolo and to file a copy of this Resolution with the Registrar of Voters.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Winters City Council at a meeting thereof, held on the 21st day of February, 2008, by the following vote:

AYES: FRIDAE, STONE, ANDERSON, MARTIN

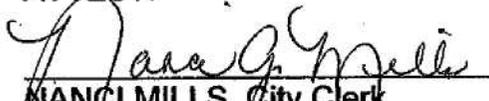
NOES: None

ABSENT: AGUIAR



KEITH FRIDAE, Mayor

ATTEST:



NANCI MILLS, City Clerk

CITY OF WINTERS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTERS ADDING CHAPTER 3.22 TO TITLE 3 OF THE WINTERS MUNICIPAL CODE WITH RESPECT TO THE UTILITY USER'S TAX REDUCTION AND MODERNIZATION ACT AND AMENDING SECTIONS 3.22.050 AND 3.22.060 OF SAID CODE REDUCING THE ELECTRICITY USERS TAX AND THE GAS USERS TAX

THE MAYOR AND COMMON COUNCIL OF THE CITY OF WINTERS DO ORDAIN AS FOLLOWS:

SECTION 1: Chapter 3.22 of the Municipal Code is hereby added to Title 3 of the Winters Municipal Code and shall read as follows:

CHAPTER 3.22

UTILITY USER'S TAX REDUCTION AND MODERNIZATION ACT

- 3.22.010 Short Title.
- 3.22.020 Definitions.
- 3.22.030 Constitutional, Statutory, and Other Exemptions.
- 3.22.040 Communication User's Tax
- 3.22.050 Bundling Taxable Items with Non-taxable Items
- 3.22.060 Substantial Nexus 1 Minimum Contacts.
- 3.22.070 Duty to Collect—Procedures.
- 3.22.080 Collection Penalties - Utility Suppliers.
- 3.22.090 Actions to Collect.
- 3.22.100 Deficiency Determination and Assessment - Tax Application Errors.
- 3.22.110 Administrative Remedy - Non-Paying Utility Users.
- 3.22.120 Additional Powers and Duties of the Tax Administrator.
- 3.22.130 Records.
- 3.22.140 Refunds.
- 3.22.150 Appeals.
- 3.22.160 Notice - No Injunction/Writ of Mandate.
- 3.22.170 Notice of Changes to Ordinance.
- 3.22.180 Future Amendment to Cited Statute.
- 3.22.190 Independent Audit of Tax Collection, Exemption, Remittance, and Expenditure.
- 3.22.200 No Increase in Tax Percentage or Change in Methodology Without Voter Approval
- 3.22.210 Remedies Cumulative.
- 3.22.220 Interaction with Prior Tax.
- 3.22.230 Violation - Penalty.
- 3.22.010 Short Title.

This Chapter shall be known as the "Utility User's Tax Reduction and Modernization Act" of The City of Winters

3.22.020 Definitions.

The following words and phrases whenever used in this Chapter shall be construed as defined in this section.

- A. "Ancillary telecommunication services" means services that are associated with or incidental to the provision, use or enjoyment of telecommunications services, including but not limited to the following services:
 - 1. "conference bridging service" means an ancillary service that links two or more participants of an audio or video conference call and may include the provision of a telephone number. Conference bridging service does not include the telecommunications services used to reach the conference bridge;
 - 2. "detailed telecommunications billing service" means an ancillary service of separately stating information pertaining to individual calls on a customer's billing statement;
 - 3. "directory assistance" means an ancillary service of providing telephone number information, and/or address information;
 - 4. "vertical service" means an ancillary service that is offered in connection with one or more telecommunications services, which offers advanced calling features that allow customers to identify callers and to manage multiple calls and call connections, including conference bridging services;
 - 5. "voice mail service" means an ancillary service that enables the customer to store, send or receive recorded messages. Voice mail service does not include any vertical services that the customer may be required to have in order to utilize the voice mail service.
- B. "Ancillary video services" means services that are associated with or incidental to the provision or delivery of video services, including but not limited to electronic program guide services, search functions, or other interactive services or communications that are associated with or incidental to the provision, use or enjoyment of video programming.
- C. "Billing address" shall mean the mailing address of the Utility user where the Utility supplier submits invoices or bills for payment by the customer.
- D. "City" shall mean the City of Winters.
- E. "Communication services" means: "telecommunication services", "ancillary telecommunication services", "video services", and "ancillary video services".
- F. "telecommunications service" has the same meaning and usage as set forth in the Mobile Telecommunications Sourcing Act (4 U.S.C. Section 124) and the regulations thereunder, as the same exists or may be amended from time to time.
- G. "Month" shall mean a calendar month.
- H. "Paging service" means a "telecommunications service" that provides transmission of coded radio signals for the purpose of activating specific pagers; such transmissions may include messages and/or sounds.
- I. "Person" shall mean, without limitation, any natural individual, firm, trust, common law trust, estate, partnership of any kind, association, syndicate, club, joint stock company, joint venture, limited liability company, corporation (including foreign,

- domestic, and non-profit), municipal district or municipal corporation, cooperative, receiver, trustee, guardian, or other representative appointed by order of any court.
- J. "Place of primary use" means the street address representative of where the customer's use of the communications service primarily occurs, which must be the residential street address or the primary business street address of the customer.
- K. "Post-paid telecommunication service" means the telecommunication service obtained by making a payment on a communication-by-communication basis either through the use of a credit card or payment mechanism such as a bank card, travel card, credit card, or debit card, or by charge made to a service number which is not associated with the origination or termination of the telecommunication service.
- L. "Prepaid telecommunication service" means the right to access telecommunication services, which must be paid for in advance and which enables the origination of communications using an access number or authorization code, whether manually or electronically dialed, and that is sold in predetermined units or dollars of which the number declines with use in a known amount.
- M. "Private telecommunication service" means a telecommunication service that entitles the customer to exclusive or priority use of a communications channel or group of channels between or among termination points, regardless of the manner in which such channel or channels are connected, and includes switching capacity, extension lines, stations, and any other associated services that are provided in connection with the use of such channel or channels. A communications channel is a physical or virtual path of communications over which signals are transmitted between or among customer channel termination points (i.e., the location where the customer either inputs or receives the communications).
- N. "Service address" means either:
- (1) the location of the Utility user's communication equipment from which the communication originates or terminates, regardless of where the communication is billed or paid; or,
 - (2) if the location in subsection (1) of this definition is unknown (e.g., mobile telecommunications service or VOIP service), the service address means the location of the service user's place of primary use; and
 - (3) for prepaid telecommunication service, "service address" means the location associated with the service number.
- O. "Service supplier" or "Utility Supplier" shall mean any entity or person, including the City that provides communication service to a user of such service within the City.
- P. "Service user" or "Utility User" shall mean a person required to pay a tax imposed under the provisions of this Chapter.
- Q. "Service Users's Tax" or "Utility User's Tax" means the tax imposed by this Chapter 3.22.
- R. "State" shall mean the State of California.

- S. "Streamlined sales and use tax agreement" means the multi-state agreement commonly known and referred to as the Streamlined Sales and Use Tax Agreement, and as it is amended from time to time.
- T. "Tax Administrator" means the Director of Finance of the City of Winters or his or her designee.
- U. "Telecommunications services" means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, whatever the technology used. The term "telecommunications services" includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code or protocol of the content for purposes of transmission, conveyance or routing without regard to whether such services are referred to as voice over internet protocol (VoIP) services or are classified by the Federal Communications Commission as enhanced or value added, and includes video and/or data services that is functionally integrated with "telecommunication services". "Telecommunications services" include, but are not limited to the following services, regardless of the manner or basis on which such services are calculated or billed: ancillary telecommunication services; mobile telecommunications service; prepaid telecommunication service (to the extent that it is practicable for the service supplier to collect the correct tax imposed under this Chapter from the service supplier); post-paid telecommunication service; private telecommunication service; paging service; 800 service (or any other toll-free numbers designated by the Federal Communications Commission); and 900 service (or any other similar numbers designated by the Federal Communications Commission for services whereby subscribers who call in to pre-recorded or live service).
- V. "Video programming" means those programming services commonly provided to subscribers by a "video service supplier" including but not limited to basic services, premium services, audio services, video games, pay-per-view services, video on demand, origination programming, or any other similar services, regardless of the content of such video programming, or the technology used to deliver such services, and regardless of the manner or basis on which such services are calculated or billed.
- W. "Video services" means any and all services related to the providing, storing or delivering of "video programming" (including origination programming and programming using Internet Protocol, e.g., IP-TV and IP-Video) using one or more channels by a "video service supplier", regardless of the technology used to deliver, store or provide such services, and regardless of the manner or basis on which such services are calculated or billed, and includes data services, "telecommunication services", or interactive communication services that are functionally integrated with "video services".
- X. "Video service supplier" means any person, company, or service which provides or sells one or more channels of video programming, or provides or sells the capability to receive one or more channels of video programming, including any communications that are ancillary, necessary or common to the provision, use or enjoyment of the video programming, to or from a business or residential address

in the City, where some fee is paid, whether directly or included in dues or rental charges for that service, whether or not public rights-of-way are utilized in the delivery of the video programming or communications. A "video service supplier" includes, but is not limited to, multichannel video programming distributors (as defined in 47 U.S.C. Section 522(13)); open video systems (OVS) suppliers; and suppliers of cable television; master antenna television; satellite master antenna television; multichannel multipoint distribution services (MNDS); video services using internet protocol (e.g., IP-TV and IP-Video, which provide, among other things, broadcasting and video on demand), direct broadcast satellite to the extent federal law permits taxation of its video services, now or in the future; and other suppliers of video programming or communications (including two-way communications), whatever their technology.

- Y. "VOIP (voice over internet protocol)" means the digital process of making and receiving real-time voice transmissions over any Internet Protocol network. 26
- Z. "800 service" means a "telecommunications service" that allows a caller to dial a toll-free number without incurring a charge for the call. The service is typically marketed under the name "800", "855", "866", "877", and "888" toll-free calling, and any subsequent numbers designated by the Federal Communications Commission.
- AA. "900 service" means an inbound toll "telecommunications service" purchased by a subscriber that allows the subscriber's customers to call in to the subscriber's prerecorded announcement or live service. "900 service" does not include the charge for: collection services provided by the seller of the "telecommunications services" to the subscriber, or service or product sold by the subscriber to the subscriber's customer. The service is typically marketed under the name "900" service, and any subsequent numbers designated by the Federal Communications Commission.

3.22.030 Constitutional, Statutory, and Other Exemptions.

- A. Nothing in this Chapter shall be construed as imposing a tax upon any person or service when the imposition of such tax upon such person or service would be in violation of a federal or state statute, the Constitution of the United States or the Constitution of the State of California.
- B. Due to the status of the Winters Joint Unified School District as an agency established by the Charter of the City of Winters and due to the strong public policy in favor of encouraging and assisting the provision of public education, public schools are hereby exempted from the imposition of the Utility Users Tax.
- C. Any service user that is exempt from the tax imposed by this Chapter pursuant to subsection A of this section shall file an application with the Tax Administrator for an exemption; provided, however, this requirement shall not apply to a service user that is a state or federal agency or subdivision with a commonly recognized name for such service. Said application shall be made upon a form approved by the Tax Administrator and shall state those facts, declared under penalty of perjury, which qualify the applicant for an exemption, and shall include the names of all communication service suppliers serving that service user. If deemed exempt by the Tax Administrator, such service user shall give the Tax Administrator timely

written notice of any change in utility service suppliers so that the Tax Administrator can properly notify the new communication service supplier of the service user's tax exempt status. A service user that fails to comply with this section shall not be entitled to a refund of such taxes collected and remitted to the Tax Administrator from such service user as a result of such noncompliance. Upon request of the Tax Administrator, a service supplier or its billing agent shall provide a list of the names and addresses of those customers which, according to its billing records, are deemed exempt from the Communication Users Tax.

The decision of the Tax Administrator may be appealed by filing an application with the Tax Administrator and appeal to the City Manager. The City Manager shall give notice of, and conduct an informed hearing and shall render a decision in writing. Such hearing is a prerequisite to a suit herein.

- D. The exemption and rebate provisions of Sections 3.22.140 and 3.22.122 of this Code shall apply to this Chapter 3.22.

3.22.040 Communication User's Tax.

- A. There is hereby imposed a tax upon every person in the City using communication services. The maximum tax imposed by this section shall be at the rate of 4.75 percent (4.75%) of the charges made for such services and shall be collected from the service user by the communication services supplier or its billing agent. There is a rebuttable presumption that communication services, which are billed to a billing or service address in the City, are used, in whole or in part, within the boundaries of the City, and such services are subject to taxation under this Chapter. If the billing address of the service user is different from the service address, the service address of the service user shall be used for purposes of imposing the tax. As used in this Section, the term ".charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the communication services.
- B. "Mobile telecommunications service" shall be sourced in accordance with the sourcing rules set forth in the Mobile Telecommunications Sourcing Act (4 U.S.C. Section 116 et. seq.) as the same exists or may be amended from time to time. The Tax Administrator may issue and disseminate to communication service suppliers, which are subject to the tax collection requirements of this Chapter, sourcing rules for the taxation of other communication services, including but not limited to post-paid communication services, prepaid communication services, and private communication services, provided that such rules are based upon custom and common practice that further administrative efficiency and minimize multi jurisdictional taxation (e.g., Streamlined Sales and Use Tax Agreement).
- C. The Tax Administrator may issue and disseminate to communication service suppliers, which are subject to the tax collection requirements of this Chapter, an administrative ruling identifying those communication services, or charges therefore, that are subject to or not subject to the tax of subsection A above.
- D. As used in this section, the term "telecommunication services" shall include, but are not limited to charges for: connection, reconnection, termination, movement, or change of telecommunication services; late payment fees; detailed billing; central office and custom calling features(including but not limited to call waiting, call forwarding, caller identification and three-way calling); voice mail and other

messaging services; directory assistance; access and line charges; universal service charges; regulatory, administrative and other cost recovery charges; local number portability charges; and text and instant messaging. "Telecommunication services" shall not include digital downloads that are not "ancillary telecommunications services", such as books, music, ringtones, games, and similar digital products.

- E. Charges for communication services (video) shall include, but are not limited to, charges for the following:
1. regulatory fees and surcharges, franchise fees and access fees (PEG);
 2. franchise fees;
 3. initial installation of equipment necessary for provision and receipt of communication services;
 4. late fees, collection fees, bad debt recoveries, and returned check fees;
 5. activation fees, reactivation fees, and reconnection fees;
 6. all video programming services (e.g., basic services, premium services, audio services, video games, pay-per-view services, or on demand programming);
 7. ancillary programming services (e.g., electronic program guide services, search functions, or other interactive services or communications that are ancillary, necessary or common to the use or enjoyment of the video programming);
 8. equipment leases (e.g., converters, remote devices);
 9. service calls, service protection plans, name changes, changes of services, and special services.
- F. To prevent actual multi jurisdictional taxation of communication services subject to tax under this section, any service user, upon proof to the Tax Administrator that the service user has previously paid the same tax in another state or local jurisdiction on such communication services, shall be allowed a credit against the tax imposed to the extent of the amount of such tax legally imposed in such other state or local jurisdiction; provided, however, the amount of credit shall not exceed the tax owed to the City under this section.
- G. The tax on communication services imposed by this section shall be collected from the service user by the service supplier. The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth (20th) day of the following month.

3.22.050 Bundling Taxable Items with Non-Taxable Items.

Except as otherwise provided by applicable federal or state law, if any nontaxable charges are combined with and not separately stated from taxable service charges on the customer bill or invoice of a service supplier, the combined charge is subject to tax unless the service supplier identifies, by reasonable and verifiable standards, the portions of the combined charge that are nontaxable and taxable through the service supplier's books and records kept in the regular course of business, and in accordance with generally accepted accounting principles, and not created and maintained for tax purposes. The service supplier has the burden of proving the proper apportionment of taxable and non-taxable charges. If the service supplier offers a combination of services

that include taxable and non-taxable services or products, and the charges are separately stated, then for taxation purposes, the values assigned the taxable and non-taxable services or products shall be based on its books and records kept in the regular course of business and in accordance with generally accepted accounting principles, and not created and maintained for tax purposes. The service supplier has the burden of proving the proper valuation and apportionment of taxable and non-taxable charges.

3.22.060 Substantial Nexus / Minimum Contacts.

For purposes of imposing a tax or establishing a duty to collect and remit a tax under this Chapter, "substantial nexus" and "minimum contacts" shall be construed broadly in favor of the imposition, collection and/or remittance of the service user's tax to the fullest extent permitted by state and federal law, and as it may change from time to time by judicial interpretation or by statutory enactment. Any communication service (including VOIP) used by a person with a service address in the City, which service is capable of terminating a call to another person on the general telephone network, shall be subject to a rebuttable presumption that "substantial nexus/minimum contacts" exists for purposes of imposing a tax, or establishing a duty to collect and remit a tax, under this Chapter. A service supplier shall be deemed to have sufficient activity in the City for tax collection and remittance purposes if its activities include, but are not limited to, any of the following: maintains or has within the City, directly or through an agent or subsidiary, a place of business of any nature; solicits business in the City by employees, independent contractors, resellers, agents or other representatives; solicits business in the City on a continuous, regular, seasonal or systematic basis by means of advertising that is broadcast or relayed from a transmitter within the City or distributed from a location within the City, or advertises in newspapers or other periodicals printed and published within the City or through materials distributed in the City by means other than the United States mail.

3.22.070 Duty to Collect—Procedures.

- A. Collection by Service Suppliers. The duty of service suppliers to collect and remit the taxes imposed by the provisions of this Chapter shall be performed as follows:
 - (1) the tax shall be collected by service suppliers insofar as practicable at the same time as, and along with, the collection of the charges made in accordance with the regular billing practice of the service supplier. Where the amount paid by a service user to a service supplier is less than the full amount of the charge and tax which was accrued for the billing period, a proportionate share of both the charge and the tax shall be deemed to have been paid. In those cases where a service user has notified the service supplier of refusal to pay the tax imposed on said charges, Section 3.22.090 of this Chapter shall apply,
 - (2) the duty of a service supplier to collect the tax from a service user shall commence with the beginning of the first regular billing period applicable to the service user where all charges normally included in such regular billing are subject to the provisions of this Chapter. Where a service user receives more than one billing, one or more being for different periods than

another, the duty to collect shall arise separately for each billing period.

- B. **Filing Return and Payment.** Each person required by this Chapter to remit a tax shall file a return to the Tax Administrator, on forms approved by the Tax Administrator, on or before the due date. The full amount of the tax collected shall be included with the return and filed with the Tax Administrator. The Tax Administrator is authorized to require such additional information as he or she deems necessary to determine if the tax is being levied, collected, and remitted in accordance with this Chapter. Returns are due immediately upon cessation of business for any reason. Pursuant to Revenue and Taxation Code Section 7284.6, the Tax Administrator, and its agents, shall maintain such filing returns as confidential information that is exempt from the disclosure provisions of the Public Records Act of the State of California. (*Government Code* Section 6500 et seq.)

3.22.080 Collection Penalties - Service Suppliers.

- A. Taxes collected from a service user are delinquent if not received by the Tax Administrator on or before the due date. Should the due date occur on a weekend or legal holiday, the return must be received by the Tax Administrator on the first regular working day following the weekend or legal holiday. A direct deposit, including electronic fund transfers and other similar methods of electronically exchanging monies between financial accounts, made by a service supplier in satisfaction of its obligations under this subsection shall be considered timely if the transfer is initiated on or before the due date, and the transfer settles into the City's account on the following business day.
- B. If the person required to collect and/or remit the service user's tax fails to collect the tax (by failing to properly assess the tax on one or more services or charges on the customer's billing) or fails to remit the tax collected on or before the due date, the Tax Administrator shall attach a penalty for such delinquencies or deficiencies at the rate of fifteen (15%) percent of the total tax that is delinquent or deficient in the remittance, and shall pay interest at the rate of and 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent, until paid.
- C. The Tax Administrator shall have the power to impose additional penalties upon persons required to collect and remit taxes pursuant to the provisions of this Chapter for fraud or gross negligence in reporting or remitting at the rate of fifteen (15%) percent of the amount of the tax collected and/or required to be remitted, or as recomputed by the Tax Administrator.
- D. For collection purposes only, every penalty imposed and such interest that is accrued under the provisions of this section shall become a part of the tax herein required to be paid.
- E. Notwithstanding the foregoing, the Tax Administrator may, in his or her discretion, modify the due dates of this Chapter to be consistent with any uniform standards or procedures that are mutually agreed upon by other public agencies imposing a service user's tax, or otherwise legally

established, to create a central payment location or mechanism.

3.22.090 Actions to Collect.

Any tax required to be paid by a service user under the provisions of this Chapter shall be deemed a debt owed by the service user to the City. Any such tax collected from a service user which has not been remitted to the Tax Administrator shall be deemed a debt owed to the City by the person required to collect and remit and shall no longer be a debt of the service user. Any person owing money to the City under the provisions of this Chapter shall be liable in an action brought in the name of the City for the recovery of such amount, including penalties and interest as provided for in this Chapter, along with any collection costs incurred by the City as a result of the person's noncompliance with this Chapter, including, but not limited to, reasonable attorneys fees. Any tax required to be collected by a service supplier or owed by a service user is an unsecured priority excise tax obligation pursuant to 11 U.S.C. Section 507(a)(8)(C).

3.22.100 Deficiency Determination and Assessment - Tax Application Errors.

- A. The Tax Administrator shall make a deficiency determination if he or she determines that any service supplier or service user required to pay, collect, and/or remit taxes pursuant to the provisions of this Chapter has failed to pay, collect, and/or remit the proper amount of tax by improperly or failing to apply the tax to one or more taxable services or charges. Nothing herein shall require that the Tax Administrator institute proceedings under this Section 3.22. 100 if, in the opinion of the Tax Administrator, the cost of collection or enforcement likely outweighs the tax benefit.
- B. The Tax Administrator shall mail a notice of such deficiency determination to the person or entity allegedly owing the tax, which notice shall refer briefly to the amount of the taxes owed, plus interest at the rate of 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax from the date on which the tax should have been received by the City. Within fourteen (14) calendar days after the date of service of such notice, the person or entity allegedly owing the tax may request in writing to the Tax Administrator for a hearing on the matter.
- C. If the person or entity allegedly owing the tax fails to request a hearing within the prescribed time period, the amount of the deficiency determination shall become final assessment, and shall immediately be due and owing to the City. If the person requests a hearing, the Tax Administrator shall cause the matter to be set for hearing, which shall be scheduled within thirty (30) days after receipt of the written request for hearing. Notice of the time and place of the hearing shall be mailed by the Tax Administrator to such person or entity at least ten (10) calendar days prior to the hearing, and, if the Tax Administrator desires said person or entity to produce specific records at such hearing, such notice may designate the records requested to be produced.
- D. At the time fixed for the hearing, the Tax Administrator shall hear all relevant testimony and evidence, including that of any other interested parties. At the discretion of the Tax Administrator, the hearing may be continued from time to time for the purpose of allowing the presentation of additional evidence. Within a

reasonable time following the conclusion of the hearing, the Tax Administrator shall issue a final assessment (or non-assessment), thereafter, by confirming, modifying or rejecting the original deficiency determination, and shall mail a copy of such final assessment to person or entity owing the tax. The decision of the Tax Administrator may be appealed pursuant to Section 3.22.150 of this Chapter. Filing an application with the Tax Administrator and appeal to the City Manager is a prerequisite to a suit thereon.

- E. Payment of the final assessment shall become delinquent if not received by the Tax Administrator on or before the thirtieth (30th) day following the date of receipt of the notice of final assessment. The penalty for delinquency shall be fifteen percent (15⁰1.) on the total amount of the assessment, along with interest at the rate of 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date of delinquency, until paid. The applicable statute of limitations regarding a claim by the City seeking payment of a tax assessed under this Chapter shall commence from the date of delinquency as provided in this subsection E.
- F. All notices under this section may be sent by regular mail; postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

3.22.110 Administrative Remedy - Non-Paying Service Users.

- A. Whenever the Tax Administrator determines that a service user has deliberately withheld the amount of the tax owed by the service user from the amounts remitted to a person required to collect the tax, or whenever the Tax Administrator deems it in the best interest of the City, he or she may relieve such person of the obligation to collect the taxes due under this Chapter from certain named service users for specific billing periods. To the extent the service user has failed to pay the amount of tax owed for a period of two (2) or more billing periods, the service supplier may, in the discretion of the Tax Administrator, be relieved of the obligation to collect taxes due. The service supplier shall provide the City with the names and addresses of such service users and the amounts of taxes owed under the provisions of this Chapter if it is determined by the Tax Administrator to relieve the person required to collect the tax. Nothing herein shall require that the Tax Administrator institute proceedings under this Section 3.22.110 if, in the opinion of the Tax Administrator, the cost of collection or enforcement likely outweighs the tax benefit.
- B. In addition to the tax owed, the service user shall pay a delinquency penalty at the rate of fifteen percent (15%) of the total tax that is owed, and shall pay interest at the rate of 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the due date, until paid.
- C. The Tax Administrator shall notify the non-paying service user that the Tax Administrator has assumed the responsibility to collect the taxes due for the stated periods and demand payment of such taxes, including penalties and interest. The notice shall be served on the service user by personal delivery or by deposit of the notice in the United States mail, postage prepaid, addressed to

the service user at the address to which billing was made by the person required to collect the tax; or, should the service user have a change of address, to his or her last known address.

- D. If the service user fails to remit the tax to the Tax Administrator within thirty (30) days from the date of the service of the notice upon him or her, the Tax Administrator may impose an additional penalty of fifteen percent (15%) of the amount of the total tax that is owed.

3.22.120 Additional Powers and Duties of the Tax Administrator.

- A. The Tax Administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this Chapter.
- B. The Tax Administrator may adopt administrative rules and regulations consistent with provisions of this Chapter for the purpose of interpreting, clarifying, carrying out and enforcing the payment, collection and remittance of the taxes herein imposed. A copy of such administrative rules and regulations shall be on file in the Tax Administrator's office.
- C. Upon a proper showing of good cause, the Tax Administrator may make administrative agreements approved by the City Attorney, with appropriate conditions, to vary from the strict requirements of this Chapter and thereby: (1) conform to the billing procedures of a particular service supplier so long as said agreements result in the collection of the tax in conformance with the general purpose and scope of this Chapter; or, (2) to avoid a hardship where the administrative costs of collection and remittance greatly outweigh the tax benefit.
- D. The Tax Administrator may conduct an audit, to ensure proper compliance with the requirements of this Chapter, of any person required to collect and/or remit a tax pursuant to this Chapter. The Tax Administrator shall notify said person of the initiation of an audit in writing. In the absence of fraud or other intentional misconduct, the audit period of review shall not exceed a period of three (3) years next preceding the date of receipt of the written notice by said person from the Tax Administrator. Upon completion of the audit, the Tax Administrator may make a deficiency determination pursuant to Section 3.22.100 of this Chapter for all taxes (and applicable penalties and interest) owed and not paid, as evidenced by information provided by such person to the Tax Administrator. If said person is unable or unwilling to provide sufficient records to enable the Tax Administrator to verify compliance with this Chapter, the Tax Administrator is authorized to make a reasonable estimate of the deficiency. Said reasonable estimate shall be entitled to a rebuttable presumption of correctness.
- E. Upon receipt of a written request of a taxpayer, and for good cause, the Tax Administrator may extend the time for filing any statement required pursuant to this Chapter for a period of not to exceed forty-five (45) days, provided that the time for filing the required statement has not already passed when the request is received. No penalty for delinquent payment shall accrue by reason of such extension. Interest shall accrue during said extension at the rate of 75/100ths (0.75%) percent per month, prorated for any portion thereof.
- F. The Tax Administrator shall determine the eligibility of any person who asserts a right to exemption from, or a refund of, the tax imposed by this Chapter.

- G. Notwithstanding any provision in this Chapter to the contrary, the Tax Administrator with the approval of the Mayor and Common Council may waive any penalty or interest imposed upon a person required to collect and/or remit for failure to collect the tax imposed by this Chapter if the non-collection occurred in good faith. In determining whether the non-collection was in good faith, the Tax Administrator shall take into consideration industry practice or other precedence.

3.22.130 Records.

- A. It shall be the duty of every person required to collect and/or remit to the City any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax as he/she may have been liable for the collection of and remittance to the Tax Administrator, which records the Tax Administrator shall have the right to inspect at a reasonable time.
- B. The City may issue an administrative subpoena to compel a person to deliver, to the Tax Administrator, copies of all records deemed necessary by the Tax Administrator to establish compliance with this Chapter, including the delivery of records in a common electronic format on readily available media if such records are kept electronically by the person in the usual and ordinary course of business. As an alternative to delivering the subpoenaed records to the Tax Administrator on or before the due date provided in the administrative subpoena, such person may provide access to such records outside the City on or before the due date, provided that such person shall reimburse the City for all reasonable travel expenses incurred by the City to inspect those records, including travel, lodging, meals, and other similar expenses, but excluding the normal salary or hourly wages of those persons designated by the City to conduct the inspection.
- C. The Tax Administrator is authorized to execute a non-disclosure agreement approved by the City Attorney to protect the confidentiality of customer information pursuant to California Revenue and Taxation Code Sections 7284.6 and 7284.7.
- D. If a service supplier uses a billing agent or billing aggregator to bill, collect, and/or remit the tax, the service supplier shall: i) provide to the Tax Administrator the name, address and telephone number of each billing agent and billing aggregator currently authorized by the service supplier to bill, collect, and/or remit the tax to the City; and, ii) upon request of the Tax Administrator, deliver, or effect the delivery of, any information or records in the possession of such billing agent or billing aggregator that, in the opinion of the Tax Administrator, is necessary to verify the proper application, calculation, collection and/or remittance of such tax to the City.
- E. If any person subject to record-keeping under this section unreasonably denies the Tax Administrator access to such records, or fails to produce the information requested in an administrative subpoena within the time specified, then the Tax Administrator may impose a penalty of \$500 on such person for each day following: i) the initial date that the person refuses to provide such access; or, ii) the due date for production of records as set forth in the administrative subpoena. This penalty shall be in addition to any other penalty imposed under this

Chapter.

3.22.140 Refunds.

Whenever the amount of any tax has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter from a service user or service supplier, it may be refunded as provided in this section:

- A. The Tax Administrator may refund any tax that has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter from a service user or service supplier, provided that no refund shall be paid under the provisions of this section unless the claimant or his or her guardian, conservator, executor, or administrator has submitted a written claim to the Tax Administrator within one year of the overpayment or erroneous or illegal collection of said tax. Such claim must clearly establish claimant's right to the refund by written records showing entitlement thereto. Nothing herein shall permit the filing of a claim on behalf of a class or group of taxpayers unless each member of the class has submitted a written claim under penalty of perjury as provided by this subsection.
- B. The filing of a written claim pursuant to *Government Code* Section 935 is a prerequisite to any suit thereon. Any action brought against the City pursuant to this section shall be subject to the provisions of *Government Code* sections 945.6 and 946. The City Manager, or the Mayor and Common Council where the claim is in excess of ten thousand dollars (\$10,000), shall act upon the refund claim within the time period set forth in *Government Code* Section 912.4. If the City Manager/Mayor and Common Council fails or refuses to act on a refund claim within the time prescribed by *Government Code* Section 912.4, the claim shall be deemed to have been rejected by the City Manager/Mayor and Common Council on the last day of the period within which the City Manager/Mayor and Common Council was required to act upon the claim as provided in *Government Code* Section 912.4. The Risk Manager shall give notice of the action in a form which substantially complies with that set forth in *Government Code* Section 913.
- C. Notwithstanding the notice provisions of subsection A of this section, a service supplier that has collected any amount of tax in excess of the amount of tax imposed by this Chapter and actually due from a service user (whether due to overpayment or erroneous or illegal collection of said tax), may refund such amount to the service user, or credit to charges subsequently payable by the service user to the service supplier, and claim credit for such overpayment against the amount of tax which is due upon any other monthly returns to the Tax Administrator, provided such credit is claimed in a return dated no later than one year from the date of overpayment or erroneous or illegal collection of said tax, and provided that the Tax Administrator shall first determine the validity of the service user's claim of credit and the underlying basis for such claim.
- D. Notwithstanding subsections A through C above, a service supplier shall be entitled to take any overpayment as a credit against an underpayment whenever such overpayment has been received by the City within the three (3) years next

preceding a deficiency determination or assessment by the Tax Administrator in connection with an audit instituted by the Tax Administrator pursuant to Section 3.22.120D. A service supplier shall not be entitled to said credit unless it clearly establishes the right to the credit by written records showing entitlement thereto. Under no circumstances shall an overpayment taken as a credit against an underpayment pursuant to this subsection qualify a service supplier for a refund to which it would not otherwise be entitled under the one-year written claim requirement of this section.

3.22.150 Appeals

- A. The provisions of this section apply to any decision (other than a decision relating to a refund pursuant to Section 3.22.140 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator. Any person aggrieved by any decision (other than a decision relating to a refund pursuant to Section 3.22.140 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator, shall be required to comply with the appeals procedure of this section. Compliance with this section shall be a prerequisite to a suit thereon. Nothing herein shall permit the filing of a claim or action on behalf of a class or group of taxpayers.
- B. If any person is aggrieved by any decision (other than a decision relating to a refund pursuant to Section 3.22.140 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator; he or she may appeal to the City Manager by filing a notice of appeal with the City Clerk within fourteen (14) days of the date of the decision, deficiency determination, assessment, administrative ruling of the Tax Administrator which aggrieved the service user or service supplier.
- C. The matter shall be scheduled for hearing before an independent hearing officer selected by the City Manager, no more than forty-five (45) days from the receipt of the appeal. The appellant shall be served with notice of the time and place of the hearing, as well as any relevant materials, at least five (5) calendar days prior to the hearing. The hearing may be continued from time to time upon mutual consent. At the time of the hearing, the appealing party, the Tax Administrator, and any other interested person may present such relevant evidence as he or she may have relating to the determination from which the appeal is taken.
- D. Based upon the submission of such evidence and the review of the City's files, the hearing officer shall issue a written notice and order upholding, modifying or reversing the determination from which the appeal is taken. The notice shall be given within fourteen (14) days after the conclusion of the hearing and shall state the reasons for the decision. The notice shall specify that the decision is final and that any petition for judicial review shall be filed within ninety (90) days from the date of the decision in accordance with *Code of Civil Procedure Section 1094.6*.
- E. All notices under this section may be sent by regular mail; postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

3.22.160 No Injunction/Writ of Mandate.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against this City or against any officer of the City to prevent or enjoin the collection under this Chapter of any tax or any amount of tax required to be collected and/or remitted.

3.22.170 Notice of Changes to Ordinance.

If a tax under this Chapter is added repealed, increased by voter approval, reduced, or the tax base is changed, the Tax Administrator shall follow the notice requirements of California Public Utilities Code Section 799.

3.22.180 Future Amendment to Cited Statute.

Unless specifically provided otherwise, any reference to a state or federal statute in this Chapter shall mean such statute as it may be amended from time to time.

3.22.190 Independent Audit of Tax Collection, Exemption, Remittance, and Expenditure.

The City shall annually verify that the taxes owed under this Chapter have been properly applied, exempted, collected, and remitted in accordance with this Chapter, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.

3.22.200 No Increase in Tax Percentage or Change in Methodology Without Voter Approval.

- A. Regarding Section 3.22.040 of this Chapter, the City may not increase the tax percentage or change a methodology for calculating the tax so as to result in an increase in a tax imposed on a person, without voter approval.
- B. Notwithstanding subsection A, pursuant to Government Code Section 53750, the City may make the following changes without voter approval:
 - (1) reduce the percentage rate, and at any time thereafter increase such percentage rate, so long as the subsequent increase does not exceed the rate previously approved by the voters in the enactment of this Chapter;
 - (2) change the methodology so as to reduce the amount of the tax being levied, and at any time thereafter change the methodology, so long as the subsequent change in methodology does not result in an increase in the amount being levied under the methodology previously approved by the voters in the enactment of this Chapter;
 - (3) change a methodology or definition so as to avoid or eliminate a discriminatory tax on taxpayers that are similarly situated, so long as the change does not result in an increase in the amount levied on such class of similarly situated taxpayers under the methodology or definition previously approved by the voters in the enactment of this Chapter;
 - (4) establish a class of persons that is exempt or excepted from one or more

- taxes hereunder, and at any time thereafter, discontinue such exemption or exception;
- (5) decide that all or a part of a tax imposed under Section 3.22.040 of this Chapter should not be enforced for administrative reasons, and at any time thereafter, decide to enforce the full amount of such tax as previously approved by the voters in the enactment of this Chapter;
 - (6) establish, and at any time thereafter change, the value and/or apportionment (including a "safe harbor" percentage) of taxable and nontaxable services that are bundled or packaged under a combined charge, in response to changes in the marketing of combined services and the components thereof, or in reevaluating the values thereof; or
 - (7) establish exemptions or lower rate percentages for industrial or economic development zones or for classes of customers therein, establish rebate programs for the purposes of encouraging economic development, and at any time thereafter, discontinue such exemptions or lower rate percentages.

3.22.210 Remedies Cumulative.

All remedies and penalties prescribed by this Chapter or which are available under any other provision of law or equity, including but not limited to the California False Claims Act (Government Code Section 12650 et seq.) and the California Unfair Practices Act (Business and Professions Code Section 17070 et seq.), are cumulative. The use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter.

3.22.220 Interaction with Prior Tax.

- A. **Collection of Tax by Service Providers.** Service providers shall begin to collect the tax imposed by this Chapter 3.22 as soon as feasible after the effective date of this Chapter, but in no event later than permitted by Section 799 of the California Public Utilities Code.
- B. **Satisfaction of Tax Obligation by Service Users.** Any person who pays the tax levied pursuant to Section 3.22.040 of this Chapter with respect to any charge for a communication service shall be deemed to have satisfied his or her obligation to pay the tax levied pursuant to Sections 3.22.030 and 3.22.040 of this Code with respect to that charge. Likewise, prior to August 1, 2008, any person who pays the tax levied pursuant to Sections 3.22.030 and 3.22.040 of this Code with respect to any charge for a service subject to taxation pursuant to this Chapter shall be deemed to have satisfied his or her obligation to pay the tax levied pursuant to Section 3.22.040 of this Chapter with respect to that charge. The intent of this paragraph is to prevent the imposition of multiple taxes upon a single utility charge during the transition period from the prior telephone and video users' tax to the new Utility users' tax (which transition period ends August 1, 2008) and to permit communications service providers, during that transition period to satisfy their collection obligations by collecting either tax.

3.22.230 Violation - Penalty.

Any person violating any provision of this Chapter is guilty of an infraction, which upon conviction thereof is punishable in accordance with the provisions of Section 1.16.010 of this Code.

SECTION 2. All sections of Chapter 3.20 that conflict with this ordinance are hereby amended to reflect the provisions of this ordinance. The combined taxes for all services, including electricity, gas, telecommunications and video services shall not exceed \$300.00 annually for any residential unit. References to a five percent (5%) tax rate which appear at various locations under Chapter 3.20 are hereby amended to state a tax rate of 4.75 percent (4.75%) wherever appearing. These amendments include, but are not limited to, the following:

- A. The reference to "...five percent (5%). . ." appearing in the second sentence of paragraph A of Section 3.22.050 (Electricity user's tax) is amended and replaced with".. . 4.75% percent (4.75%).. ."
- B. The reference to "...five percent (5%). .." appearing in the second sentence of paragraph A of Section 3.22.060 (Gas user's tax) is amended and replaced with ".. .4.75 percent (4.75%) . . ."

SECTION 3. Effective Date. This chapter shall become effective immediately upon the date that this Ordinance is confirmed and approved by the voters of the City of Winters at the City's Consolidated Municipal Election to be held on June 3, 2008.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Chapter shall nonetheless remain in full force and effect. The people hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Chapter, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Chapter be declared invalid or unenforceable.

SECTION 5. Ratification of Prior Tax. The voters of the City of Winters hereby ratify and approve the past collection of the Utility User's Tax under Chapter 3.20 of the Municipal Code as it existed prior to the effective date of this Ordinance.

SECTION 6. Execution. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the voters of the City by signing where indicated below.

CITY OF WINTERS RESOLUTION NO. 2008-05

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CALLING AN ELECTION FOR JUNE 3, 2008, REQUESTING THE COUNTY OF YOLO TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE PRIMARY ELECTION; CALLING FOR THE ELECTION OF CITY COUNCIL MEMBERS FOR TWO VACANT POSITIONS; AND PLACING THE "UTILITY USER'S TAX REDUCTION AND MODERNIZATION ACT" ON THE BALLOT; DIRECTION TO THE CITY CLERK TO TRANSMIT A COPY TO THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO AND TO FILE A COPY WITH THE REGISTRAR OF VOTERS.

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

SECTION 1. Recitals.

A. Pursuant to Section 9222 of the Elections Code of the State of California, the legislative body of a city may submit to the voters, without a petition therefor, a proposition for the repeal, amendment, or enactment of any ordinance, to be voted upon at any succeeding regular or special city election.

B. Pursuant to this authority, The City Council of the City of Winters has adopted Resolution No. 2008-02, submitting to the voters of the City of Winters for their approval or disapproval an ordinance entitled the "Utility User's Tax Reduction and Modernization Act," which, if approved by the voters, would reduce from 5% to 4.75% the taxes currently collected under the Utility User's Tax of Chapter 3.20 of the Winters Municipal Code.

C. The City Council has determined that an Election shall be called for June 3, 2008, for the purpose of electing City Council Members for two vacant positions.

D. The City Council has determined that the Election shall be consolidated with the Statewide Primary Election of the County of Yolo and the State of California to be held on the same date.

SECTION 2. Consolidated Regular Municipal Election. A consolidated general municipal election will be held in the City of Winters on Tuesday, June 3, 2008, for the purpose of electing City Council members to fill two vacant positions, and for submitting to the qualified electors of the City of Winters, for their approval or disapproval, the ordinance as set forth in Exhibit "A" attached hereto.

SECTION 3. Measure. The measure to be voted on at the consolidated municipal election as it is to appear on the ballot shall be as follows:

Measure _____

| | |
|--|---------|
| Shall the ordinance adding Chapter 3.22 to the Winters Municipal Code be approved, reducing the existing Utility User's Tax rate from 5% to 4.75% and Modernizing the ordinance? | YES [] |
| | NO [] |

The measure shall be designated on the ballot by a letter printed on the left margin of the square containing the description of the measure as provided by law.

SECTION 4. Canvass of Returns. The Registrar of Voters of the County of Yolo is hereby authorized to canvass the returns of the consolidated general municipal election so called and to conduct the consolidated general municipal election in all respects as if there were only one election with only one form of ballot. Results of the consolidated general municipal election shall be certified to the Winters City Council.

SECTION 5. Notice of Election. The City Clerk is hereby directed to publish a notice of the consolidated general municipal election which shall contain the following:

- A. Time of the election;
- B. The hours the polls will be open;
- C. That the last day for receipt of primary arguments for or against the measure has been established as 5 p.m. on March 7, 2008, in the office of the Winters City Clerk, City Hall, 318 First Street, Winters, California.
- D. That the last day for receipt of rebuttal arguments is 5 p.m. on March 17, 2008, in the office of the Winters City Clerk at the above location.
- E. The text of the measure.

SECTION 6. Conduct of the Election. The consolidated general municipal election shall be held in such precincts and at such polling places as shall be determined by the Registrar of Voters in the County of Yolo. The Board of Supervisors of the County of Yolo is hereby requested to issue instructions to the Registrar of Voters to take all steps necessary for the holding of the election, and to consolidate it with the Statewide Primary Election. The City shall be responsible for the cost of such Election.

SECTION 7. Filing of Resolution. The City Clerk of the City of Winters is directed to file a certified copy of this Resolution with the Board of Supervisors of the County of Yolo and to file a copy of this Resolution with the Registrar of Voters.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Winters City Council at a meeting thereof, held on the 21st day of February, 2008, by the following vote:

AYES: FRIDAE, STONE, ANDERSON, MARTIN

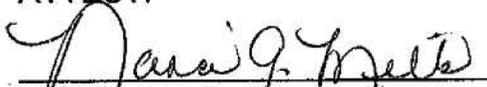
NOES: None

ABSENT: AGUIAR



KEITH FRIDAE, Mayor

ATTEST:


NANCY MILLS, City Clerk

IMPARTIAL ANALYSIS BY THE CITY ATTORNEY OF THE “UTILITY USER’S TAX REDUCTION AND MODERNIZATION ACT”

In 1992 the City of Winters adopted a Utility User’s Tax Ordinance, levying a 5% tax on its citizens using PG&E, phone lines, and telecommunication. The tax is paid by customers using these services as part of their billing. The ordinance was extended by the voters in 1994. The City’s ordinance, like many similar tax ordinances throughout the state, was written before the introduction of new communications technologies, such as cellular phone and broadband service over private networks, including voice-over internet. The tax ordinance was also written before several changes occurred to federal law, namely the Mobile Telecommunications Sourcing Act of 2000 and the recent change in the IRS interpretation of the federal excise tax on long distance service. Taxes imposed by other California cities that contain language similar to that in the City’s existing ordinance have been the subject of legal controversy, as some telecommunications providers have disagreed with the Cities’ application of the tax.

If adopted, the Utility User’s Reduction and Modernization Act (“Ordinance” will supplant the existing tax application to telephone and video service users, and would reduce the tax on all service users from 5% to 4.75%. Further, the ordinance will limit the total annual cost of all utility service taxes to \$300.00 per residential unit. The average residential unit currently pays about \$128 in utility user’s taxes. Because of the methodology of payment to the City, the taxpayer will have the burden of seeking a refund for overpayment through the City’s claim ordinance procedures, Ordinance 2008-04.

The tax will be imposed on charges for the use of “communication services” which includes “telecommunication services” (defined to include “the transmission, conveyance, or routing of voice data, audio, video, or any other information or signals to a point, or among points whatever the technology used”), “ancillary telecommunication services” (defined to include “services that are associated with or incidental to the provision or delivery of video services, including but not limited to electronic program guide services, search function, or other interactive services that are associated with or incidental to the provision, use or enjoyment of video programming”), “video services” (defined to include “any and all services related to the providing, storing or delivering of video programming”) and “ancillary video services” (defined to include “services that are associated with or incidental to the provision, use or enjoyment of video programming”).

The City Manager has calculated the estimated savings to the taxpayers if the Ordinance is approved will be approximately \$17,000 annually. The approval of the Ordinance will result if the elimination of general fund revenue that may impact municipal services, which include police, fire, parks and recreation, and maintenance and repair of the City’s infrastructure. The Ordinance provides that the City may not increase the tax approved by the voters unless such increase is approved by a majority vote of the citizens of Winters. The approval of the Ordinance shall continue the current tax exemptions or reductions for low income residential users.

A "Yes" vote would be a vote to approve the Ordinance, reducing the current tax rate on utility users from 5% to 4.75%.

A "No" vote would be a vote not to approve the Ordinance, and thus the current rate of 5% on utility services would not be reduced.

"The above statement is an impartial analysis of the proposed "Utility User's Tax Reduction and Modernization Act" of the City of Winters. If you desire a copy of the Ordinance, please call or visit the Office of Winters City Clerk, City Hall, 318 First Street, Winters, California, (530) 795-4910, Extension 101, and a copy will be mailed at no cost to you."



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Sokolow, Community Development Director
Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: Building, Planning, Public Works/Engineering, and Fire Fees Update

RECOMMENDATION: Staff recommends that the City Council take the following actions: 1) Receive the staff report, 2) Conduct the public hearing to receive public input, 3) Hold the second reading of Ordinance No. 2008-05 to amend Title 15 of the Winters Municipal Code to make certain amendments regarding building permit fees and then adopt the ordinance, and 4) Approve Resolution No. 2008-07 to revise the building, planning, public works/engineering, and fire fees.

BACKGROUND: The City contracted with the Maximus consulting firm to prepare a fee study of the City's building, planning, and public works/engineering fees and a final report of the study was completed in 2006. The final report was based on full cost recovery. However, in a number of instances, staff is recommending less than full cost recovery based on the ability of the City to collect the fees and what other entities are charging for similar services. The proposed fire fees are based on the existing fire fees schedule for the City of Woodland. Ordinance No. 2008-05 would remove the specific fee amounts for building and fire fees from the Winters Municipal Code while Resolution No. 2008-07 would establish the revised building, planning, public works/engineering, and fire fees. Adopting fees through resolution will reduce the staff time needed for future fee updates. Resolution No. 2008-07 also contains a provision to subject fees to an annual cost-of-living-adjustment (COLA) based on a construction cost index in order to account for the increase in City expenses particularly wages for providing services. This is similar to the COLA provisions for City impact fees

FISCAL IMPACT: The City's revenue is expected to increase with the revised building, planning, public works/engineering, and fire fees and be more in line with its actual expenses in providing services

ATTACHMENTS:

Ordinance No. 2008-05
Resolution No. 2008-07

ORDINANCE NO. 2008-05

AN ORDINANCE OF THE CITY OF WINTERS AMENDING TITLE 15 OF THE WINTERS MUNICIPAL CODE, ENTITLED "BUILDINGS AND CONSTRUCTION" TO MAKE CERTAIN AMENDMENTS REGARDING BUILDING PERMIT FEES

The City Council of the City of Winters does ordain as follows:

SECTION 1. The following sections of Chapter 15.08 "Building Code" of the Winters Municipal Code are hereby amended to read as follows:

15.08.040 Building Valuation Schedule

Building permit fees shall be collected according to a building valuation schedule established by resolution of the city council.

15.08.140 Capital acquisition recovery fee (CARF)

A capital acquisition recovery fee shall be collected when a building permit is issued based on a schedule established by resolution of the city council.

B. Building permit fees shall be collected according to the building valuation schedule established by resolution of the city council. The plan check fee will be sixty-five percent (65%) of building permit fee.

SECTION 2. The following section of Chapter 15.16 "Electrical Code" of the Winters Municipal Code is hereby amended to read as follows:

15.16.020 Electrical permit—fees

Electrical permit fees shall be collected according the schedule established by resolution of the city council.

SECTION 3. The following sections of Chapter 15.20 "Fire Code" of the Winters Municipal Code is hereby amended to read as follows:

15.20.060 Fees

Fire permit fees shall be collected according to a schedule established by resolution of the city council.

SECTION 4. The following section of Chapter 15.28 "Mechanical Code" of the Winters Municipal Code is hereby amended to read as follows:

15.28.040 Section 115.2 Permit fees amended

Section 115.2 is hereby amended to read as follows:
Mechanical permit fees are established by resolution of the city council.

SECTION 5. The following section of Chapter 15.32 "Plumbing Code" of the Winters Municipal Code is hereby amended to read as follows:

15.32.060 Section 103.4.1 Permit fees amended

Section 103.4.1 is hereby amended to read as follows:

Plumbing permit fees are established by resolution of the city council.

SECTION 6. Chapter 15.60 "Fee Schedule" of the Winters Municipal Code is hereby amended to read as follows:

15.60.010 Building permit fees

A. Building permit fees shall be collected according to a schedule established by resolution of the city council.

B. A construction valuation table shall be established by resolution of the city council. The plan check fee will be sixty-five percent (65%) of the building permit fee.

15.60.020 Plan check fees

C. A plan check fee of sixty-five percent (65%) of the building permit fee shall be charged on all signs requiring engineering calculations under the California Building Codes, as amended.

D. Where plans are incomplete or changed so as to require additional plan check compliance with the California Building Codes, as amended, an additional plan check fee shall be charged at the rate of time and materials, with a minimum charge of one hour of the building inspector's full hourly reimbursable rate.

E. Stock Plans are charged an administrative fee established by resolution of the city council in lieu of a full plan check fee.

15.60.050 Special service fees

Subsection D is deleted in its entirety.

15.60.060 Relocation permit fees

A. Relocation investigation permit: Where the inspection is conducted outside the city, a fee established by resolution of the city council shall be charged, and additional charges shall be paid for travel at the rate based on current IRS mileage rate and the building inspector's full hourly reimbursable rate with a minimum of one hour during the period the building inspector is outside the city.

15.60.070 Wrecking or demolition permit

The permit fee for the demolition or wrecking of a structure shall be established by resolution of the city council.

15.60.080 Mechanical code fees

A. Mechanical code fees shall be established by resolution of the city council.

Subsection B is deleted in its entirety.

15.60.090 Electrical code fees

A. Electrical code fees shall be established by resolution of the city council.

Subsection B is deleted in its entirety.

15.60.100 Plumbing code fees

- A. Plumbing code fees shall be established by resolution of the city council.
- B. Subsection B is deleted in its entirety.

15.60.110 Miscellaneous fees

Subsections A, B, C, D, and E are deleted in their entirety.

- F. Construction water fee shall be established by resolution of the city council.

15.60.120 Grading permit fees

- A. Grading permit fees shall be established by resolution of the city council.
- B. Other inspections and fees shall be established by resolution of the city council.

15.60.140 Community development and public safety supplement

Section 15.60.140 is deleted in its entirety.

SECTION 7. Severability. If any words, phrases, provisions, or sections of this Chapter are either determined by a Court of competent jurisdiction to be void, invalid, unenforceable, or preempted by state or federal law then such words, phrases, provisions, or sections shall be severed from this Chapter, and all the remaining words, phrase, provisions, and sections of this Chapter shall remain in full force and effect; provided however, that the severing of such words, phrases, provisions, and sections does not frustrate the purposes of any of the remaining sections of this Chapter.

SECTION 8. Effective Date. Pursuant to Section 36937 of the Government Code of the State of California, this ordinance shall take effect and be in full force and effect thirty (30) days after its final passage.

SECTION 9. Publication. The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements of Section 36933 of the Government Code of the State of California.

* * * * *

PASSED AND ADOPTED this 4th day of March, 2008, by the following votes:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk
Z+B+E/Fees Project Removal of Fees from Title 15 CC Ord 2008-05 4Mar08

**CITY OF WINTERS
RESOLUTION NO. 2008-07**

A RESOLUTION OF THE CITY COUNCIL OF WINTERS ESTABLISHING BUILDING PERMIT, PLANNING, PUBLIC WORKS/ENGINEERING, AND FIRE FEES

WHEREAS, the City of Winters contracted with the consulting firm Maximus to prepare a comprehensive fee study of the City's building, planning, and public works/engineering fees and Maximus issued a fee study final report in 2006; and

WHEREAS, the fee study final report is based on full cost recovery; however, a number of the fees are proposed for less than full cost recovery in order to reflect what other jurisdictions charge for similar services and the ability to collect the fees; and

WHEREAS, the proposed fire fees are based on the fees charged by the City of Woodland Fire Department; and

WHEREAS, a legally noticed public hearing on the building, planning, public works/engineering, and fire fees has been held before the City Council (March 4, 2008) in order to receive input and testimony;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters hereby declares and finds the following:

- A. The City adopts the following fee schedules and the fees contained in the schedules reflect the reasonable direct and indirect costs (full cost recovery) with exception incurred by the City. For those exceptions, the City is charging a fee less than its direct and indirect costs.
 - a. "Schedule A" – Building Permit Fees
 - b. "Schedule B" – Planning Fees
 - c. "Schedule C" – Public Works/Engineering Fees
 - d. "Schedule D" – Fire Fees

- B. Each fee adopted by this resolution shall be adjusted automatically on July 1st of each year beginning on July 1, 2009 by a percentage equal to the rise in the Engineering News Record construction cost index for the preceding twelve (12) months, or, if not available, any similar reliable construction cost index.

PASSED AND ADOPTED this 4th day of March, 2008, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk

Attachments:

Schedule A – Building Permit Fees

Schedule B – Planning Fees

Schedule C – Public Works/Engineering Fees

Schedule D – Fire Fees

**SCHEDULE A, City Council Resolution No. 2008-07
BUILDING PERMIT FEES**

| MISCELLANEOUS ITEMS | |
|---|-------------------------|
| ITEM | FEE |
| Antenna/Cellular Tower – Equipment Shelter | \$462 |
| Antenna/Cellular Tower – Free-standing Tower | \$594 |
| Antenna/Cellular Tower – Antenna Attachment | \$330 |
| Awning/Canopy (supported by building) Residential | \$85 |
| Awning/Canopy (supported by building) Commercial | \$170 |
| Balcony Addition up to 500 Sq Ft | \$363 |
| Balcony Addition over 500 Sq Ft | \$462 |
| Carport | \$594 |
| Commercial Alteration/Tenant Improvement (Existing Sq Ft) | See valuation method |
| Covered Porch up to 300 Sq Ft | \$225 |
| Covered Porch over 300 Sq Ft (each additional 100 sq ft or portion thereof) | \$33 |
| Deck up to 300 Sq Ft | \$230 |
| Deck over 300 Sq Ft (each additional 100 sq ft or portion thereof) | \$33 |
| Demolition Residential | \$150 |
| Demolition Commercial | \$250 |
| Fence or Freestanding Wall (non-masonry) over 6 feet in height | \$175 |
| Fence or Freestanding Wall (masonry) | \$220 |
| Fireplace – Masonry | \$275 |
| Fireplace – Pre-Fabricated/Metal/Pellet | \$165 |
| Foundation Only Residential (new first 2,000 sq ft) | \$297 |
| Foundation Only Residential (new – each additional 500 Sq Ft or portion thereof) | \$99 |
| Foundation only-Commercial | See valuation method |
| Lighting Pole (first pole) | \$175 |
| Lighting Pole (each additional pole) | \$33 |
| Mobile Home (foundation only) | \$297 |
| Patio Cover – Wood Frame up to 300 Sq Ft | \$325 |
| Patio Cover – Metal Frame up to 300 Sq Ft | \$290 |

| MISCELLANEOUS ITEMS | |
|---|-------|
| ITEM | FEE |
| Patio Cover each additional 100 Sq Ft or portion thereof | \$33 |
| Photovoltaic System – Roof-mounted | \$250 |
| Photovoltaic System – Rack-mounted | \$295 |
| Retaining Wall up to 50 Linear Ft (concrete or masonry) | \$175 |
| Retaining Wall each additional 50 Linear ft or portion thereof (concrete or masonry) | \$45 |
| Re-Roof without Sheathing up to 1500 Sq Ft | \$297 |
| Re-Roof without Sheathing over 1500 Sq Ft | \$363 |
| Re-Roof with Sheathing up to 1500 Sq Ft | \$429 |
| Re-Roof with Sheathing over 1500 Sq Ft | \$495 |
| Roof Structure Replacement up to 1500 Sq Ft | \$792 |
| Roof Structure Replacement over 1500 Sq Ft | \$924 |
| Siding – Stone or Brick Veneer up to 400 Sq Ft | \$363 |
| Siding – Stone or Brick Veneer each additional 100 Sq Ft or portion thereof | \$46 |
| Siding – Stucco up to 1000 Sq Ft | \$462 |
| Siding – Stucco each additional 500 Sq Ft or portion thereof | \$66 |
| Siding – All Other up to 1000 Sq Ft | \$231 |
| Siding – All Other each additional 500 Sq Ft or portion thereof | \$33 |
| Siding replacement less than 50% of existing | \$85 |
| Signs up to 50 Sq Ft | \$85 |
| Signs over 50 Sq Ft | \$150 |
| Skylight up to 10 Sq Ft | \$160 |
| Skylight over 10 Sq Ft or Structural | \$195 |
| Spa or Hot Tub (pre-fabricated) | \$462 |
| Stairs – First Flight | \$528 |
| Stairs – Each additional flight | \$132 |
| Storage Racks up to 8' high & up to 100 linear ft | \$462 |
| Storage Racks each additional 100 linear feet | \$99 |
| Storage Racks over 8' high & up to 100 linear ft | \$594 |
| Storage Racks each additional 100 linear feet | \$132 |

**SCHEDULE A, City Council Resolution No. 2008-07
BUILDING PERMIT FEES**

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| MISCELLANEOUS ITEMS | |
|---|---|
| ITEM | FEE |
| Swimming Pool – Single Family Dwelling Pool | \$1,056 |
| Swimming Pool – Commercial Pool | \$1,980 |
| Window or Sliding Glass Door each (non-structural) 1-5 Windows/Doors | \$85 |
| Window or Sliding Glass Door each (non-structural) each additional | \$10 |
| Window or Sliding Glass Door each (structural shear wall/masonry) | \$135 |
| Minor Permit not otherwise specified (minimum) | \$85 |
| Fire Suppression Handling Fee in addition to fire fees | \$66 |
| Product Review (per hour or portion thereof with one hour minimum) | Building Inspector's Full Hourly Reimbursable Rate |
| Disabled Access Compliance Inspection (per hour or portion thereof with one hour minimum) | Building Inspector's Full Hourly Reimbursable Rate |
| Supplemental Plan Check Fee (per hour or portion thereof with one-half hour minimum) | Building Inspector's Full Hourly Reimbursable Rate |
| Supplemental Inspection Fee (per hour or portion thereof with one hour minimum) | Building Inspector's Full Hourly Overtime Reimbursable Rate |
| Emergency Call-Out (non-scheduled – minimum 4 hours) | Building Inspector's Full Hourly Overtime Reimbursable Rate |

| | |
|--|---|
| After Hours Call-Out (scheduled – minimum 3 hours) | Building Inspector's Full Hourly Overtime Reimbursable Rate |
|--|---|

| ADMINISTRATIVE FEE | |
|--|-------------|
| Permit Issuance for all Plumbing, Electrical and Mechanical Items except where noted (Includes travel for 2 inspections and documentation/issuance) | \$85 |

| PLUMBING PERMIT FEES | |
|---|--|
| ITEM | FEE |
| Stand Alone Plumbing Plan Check (per hour or portion thereof with one hour minimum) | Building Inspector's Full Hourly Reimbursable Rate |
| Fixtures – First 5 fixtures | \$30 |
| Fixtures – Each additional 5 fixtures | \$20 |
| Gas Outlet – First 5 fixtures | \$30 |
| Gas Outlet – Each additional 5 fixtures | \$20 |
| Building Sewer | \$30 |
| Grease Trap | \$35 |
| Backflow Preventer – First 5 | \$25 |
| Backflow Preventer – Each additional 1 | \$11 |
| Water Heater | \$85 |
| Water Pipe Repair/Replacement | \$33 |
| Drain-Vent Repair/Replacement | \$33 |
| Drinking Fountain | \$33 |
| Solar Water System Fixtures (panels, tanks, water treatment equipment) | \$66 |
| Temporary Gas Service (prior to final) | \$33 |
| Other Plumbing Inspections (Administrative Fee plus per hour charge with one-half hour minimum) | Building Inspector's Full Hourly Reimbursable Rate for hourly charge |

**SCHEDULE A, City Council Resolution No. 2008-07
BUILDING PERMIT FEES**

| ELECTRICAL PERMIT FEES | |
|---|--|
| ITEM | FEE |
| Stand Alone Electrical Plan Check (per hour or portion thereof with one hour minimum) | Building Inspector's Full Hourly Reimbursable Rate |
| Single Phase Service (new, up to 400 amps) | \$33 |
| Single Phase Service (new, over 400 amps) | \$66 |
| Electric Service meter and/or subpanel | \$66 |
| Circuits per circuit | \$33 |
| Fixtures, Receptacles, Switches (each) | \$11 |
| Temporary Service (each) | \$33 |
| Other Electrical Inspections (Administrative Fee plus per hour charge with one-half hour minimum) | Building Inspector's Full Hourly Reimbursable Rate for hourly charge |

| MECHANICAL PERMIT FEES | |
|---|--|
| ITEM | FEE |
| Stand Along Mechanical Plan Check (per hour or portion thereof with one minimum) | Building Inspector's Full Hourly Reimbursable Rate |
| Air Conditioner Residential – each | \$99 |
| Air Conditioner Commercial – each | \$132 |
| Furnace (FAU, floor, etc.)/Heat Pump | \$99 |
| Heater (Wall Unit, Radiant) | \$66 |
| Appliance Vent/Chimney (only) | \$66 |
| Refrigeration Compressor | \$66 |
| Boiler/Chiller | \$99 |
| Heat Pump (Package Unit) | \$99 |
| Air Handler | \$99 |
| Duct Work Only | \$66 |
| Make-Up Air System | \$66 |
| Moisture Exhaust Duct (Clothes Dryer)/Vent Fan (Single Duct) – each | \$33 |
| Exhaust Hood and Duct Residential – each | \$33 |
| Exhaust Hood and Duct Commercial Type I | \$66 |
| Exhaust Hood and Duct Commercial Type II | \$66 |
| Refrigerator Condenser Remote | \$66 |
| Walk-in Box/Refrigerator Coil | \$66 |
| Other Mechanical Inspections (Administrative Fee plus per hour charge with one-half hour minimum) | Building Inspector's Full Hourly Reimbursable Rate for hourly charge |

**SCHEDULE A, City Council Resolution No. 2008-07
BUILDING PERMIT FEES**

Capital Acquisition Recovery Fee (CARF)

A minimum fee of twenty-five dollars (\$25) shall be collected when a building permit is issued.* All types of Construction.

| Cost of Building Permit | CARF Fee |
|-------------------------|----------|
| 0 - \$250 | \$25 |
| \$251 - \$500 | \$50 |
| \$501 - \$1,000 | \$75 |
| \$1,001 - \$5,000 | \$100 |
| \$5,001 - \$6,000 | \$125 |
| \$6,001 and over | \$150 |

*A ten dollar (\$10) fee (CARF) shall be collected when the building permit cost is less than \$100 before the inclusion of CARF.

BUILDING PERMIT FEES – New Construction

Building Valuation Schedule

Building permit fees for new construction shall be collected according to the following schedule:

| Total Valuation | Fee |
|--------------------------|---|
| \$1 to \$500 | \$23.50 |
| \$501 to \$2,000 | \$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000 |
| \$2,001 to \$25,000 | \$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000 |
| \$25,001 to \$50,000 | \$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000 |
| \$50,001 to \$100,000 | \$643.75 for the first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$100,000 |
| \$100,001 to \$500,000 | \$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000 |
| \$500,001 to \$1,000,000 | \$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000 |
| \$1,000,001 and up | \$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof |

For new construction, a valuation of the construction contract amount or the City's Building Valuations, whichever is higher, shall be used.

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**SCHEDULE A, City Council Resolution No. 2008-07
BUILDING PERMIT FEES**

Building Valuations

Single-family residence up to 1,500 sf – \$125/sf
Single-family residence more than 1,500 sf – \$135/sf
Garage – \$40/sf
Carport – \$30/sf
Porch – \$25/sf
Commercial Alteration/Tenant Improvement - \$63 sq ft
Commercial-New - \$125 sq ft
Single Family Residence Addition - \$125 sq ft
Single Family Residence Remodel/Alternation - \$63 sq. ft.
Multi-Family New Construction - \$102
Multi-Family Remodel/Alternation - \$51
Multi-Family Addition - \$102
Churches - \$125

Plan Check Fee

The plan check fee shall be sixty-five percent (65%) of building permit fee.

Disabled Access Plan Review Fee

The disabled plan review fee shall be fifteen percent (15%) of the plan check fee.

Energy Conservation Surcharge

A seven and one-half percent (7.5%) surcharge of the building plan check fee shall be charged for plan checking services performed by the building inspector on new construction which is subject to the State of California Energy Conservation Requirements.

Construction Water

A fee of 11/100s of one percent (0.11%) of the construction valuation shall be collected on new construction.

Electrical Permit Fee

The electrical permit fee shall be fifteen percent (15%) of the plan check fee plus \$30.

Mechanical Permit Fee

The mechanical permit fee shall be ten percent (10%) of the plan check fee plus \$30.

Plumbing Permit Fee

The plumbing permit fee shall be twenty percent (20%) of the plan check fee plus \$30.

**SCHEDULE B, City Council Resolution No. 2008-07
PLANNING FEES**

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| ITEM | FEE/DEPOSIT |
|---|-------------|
| Special Meeting Planning Commission | \$500 |
| Site Plan/Design Review Planning Commission – Multi-Family, up to 20 units | \$1,500 |
| Site Plan/Design Review Planning Commission – Multi-Family, over 20 units | \$2,000 |
| Site Plan/Design Review Planning Commission – Residential, 1 – 4 lots | \$750 |
| Site Plan/Design Review Planning Commission – Residential, 5 – 24 lots | \$950 |
| Site Plan/Design Review Planning Commission – Residential, 25 – 49 lots | \$1,150 |
| Site Plan/Design Review Planning Commission – Residential, more than 49 lots | \$1,350 |
| Site Plan/Design Review Planning Commission – Commercial, up to 10,000 Sq Ft | \$850 |
| Site Plan/Design Review Planning Commission – Commercial, 10,001 – 30,000 Sq Ft | \$1,150 |
| Site Plan/Design Review Planning Commission – Commercial, over 30,000 Sq Ft | \$1,450 |
| Annexation – minor, inside General Plan area | \$16,932 |
| Annexation – major, inside General Plan area | \$16,932 |
| Annexation – outside General Plan area | \$25,395 |
| Conditional Use Permit/Planned Development Overlay Modification | \$1,100 |
| Site Plan/Design Review Staff Level | \$500 |
| Conditional Use Permit | \$1,500 |
| Variance Planning Commission, first variance | \$1,500 |
| Variance Planning Commission, each additional property/site | \$363 |
| Variance Zoning Administrator, first variance | \$1,300 |
| Variance Zoning Administrator, each additional property/site | \$315 |
| Pre-Zoning & General Plan Amendment | \$4,559 |
| Specific Plan w/General Plan Amendment | \$7,869 |
| Tentative Parcel Map, 1 – 4 lots | \$669 |
| Tentative Subdivision Map, 5 – 24 lots | \$6,000 |

| ITEM | FEE/DEPOSIT |
|---|-------------------------------|
| Tentative Subdivision Map, 25 – 49 lots | \$8,097 |
| Tentative Subdivision Map, 50 – 99 lots | \$8,568 |
| Tentative Subdivision Map, 100 – 200 lots | \$9,038 |
| Tentative Subdivision Map, 200+ (each additional 100 or fraction thereof) | \$471 |
| Certificate of Compliance | \$250 |
| Lot Line Adjustment | \$500 |
| Negative Declaration (City staff time only) | \$846 |
| Exemption (Statutory or Categorical) | \$200 |
| Initial Study (City staff time only) | \$1,500 |
| Mitigation Monitoring Program (deposit + T&M) | \$2,272 |
| Mitigation Monitoring Plan (City staff time only) | \$846 |
| Environmental Impact Report (T&M) | Deposit based on T&M estimate |
| Tentative Subdivision Map Modification | \$1,600 |
| Final Map Modification | \$1,400 |
| Tentative Parcel Map Modification | \$500 |
| Final Parcel Map Modification | \$400 |
| Temporary Outdoor Sales | \$375 |
| Temporary Signs/Banners | \$75 |
| Zoning Administrator – Home Occupation | \$200 |
| Pre-Project Advisory Review Planning Commission | \$375 |
| Development Review Committee Meeting | \$400 |
| Street Addressing (per project more than 10 addresses) | \$200 |
| Temporary Use Permit | \$450 |
| Planned Development Overlay Modification | \$1,100 |
| Temporary Activity Permit | \$450 |

**SCHEDULE C, City Council Resolution No. 2008-07
PUBLIC WORKS AND ENGINEERING FEES**

| ITEM | FEE/DEPOSIT |
|--|-------------|
| Site Plan Review | \$305 |
| Grading Plan Check up to 50 cubic yards | \$305 |
| Grading Plan Check 51 to 100 cubic yards | \$305 |
| Grading Plan Check 101 to 1,000 cubic yards | \$381 |
| Grading Plan Check 1,001 to 10,000 cubic yards | \$533 |
| Grading Plan Check each additional 10,000 cubic yards after initial 10,000 cubic yards | \$152 |
| Grading Inspection up to 50 cubic yards | \$219 |
| Grading Inspection 51 to 100 cubic yards | \$219 |
| Grading Inspection 101 to 1,000 cubic yards | \$274 |
| Grading Inspection 1,001 to 10,000 cubic yards | \$384 |
| Grading Inspection each additional 10,000 cubic yards after initial 10,000 cubic yards | \$110 |
| Public Improvements Plan Check up to \$100,000 valuation of improvements | \$7,619 |
| Public Improvements Plan Check \$100,000 to \$500,000 valuation of improvements | \$21,028 |
| Public Improvements Plan Check over \$500,000 to \$1,000,000 valuation of improvements | \$22,247 |
| Public Improvements Plan Check more than \$1,000,000 valuation of improvements | \$43,198 |
| Private Improvements Plan Check up to \$100,000 valuation of improvements | \$7,619 |
| Private Improvements Plan Check over \$100,000 to \$300,000 valuation of improvements | \$15,771 |
| Private Improvements Plan Check over \$300,000 valuation of improvements | \$16,658 |
| Public Improvements Inspection up to \$100,000 valuation of improvements | \$10,971 |
| Public Improvements Inspection over \$100,000 to \$500,000 valuation of improvements | \$65,826 |
| Public Improvements Inspection over \$500,000 to \$1,000,000 valuation of improvements | \$119,584 |
| Public Improvements Inspection over \$1,000,000 valuation of improvements | \$164,565 |

| ITEM | FEE/DEPOSIT |
|--|---|
| Private Improvements Inspection up to \$100,000 valuation of improvements | \$10,971 |
| Private Improvements Inspection over \$100,000 to \$300,000 valuation of improvements | \$33,078 |
| Private Improvements Inspection over \$300,000 valuation of improvements | \$60,091 |
| Final Map Review – Parcel Map (1 – 4 lots) | \$1,504 |
| Final Map Review – Subdivision (5 – 25 lots) | \$2,054 |
| Final Map Review – Subdivision (25 – 100 lots) | \$2,475 |
| Final Map Review – Subdivision (each additional 100 lots after initial 100 lots) | \$521 |
| Hydrant Permit (not including usage) | \$371 |
| After Hours Shut-Off/Turn On (Non-Emergency) | \$95 |
| User Bypass of City Shutoff (City time in addition to materials) – Penalty | \$425 |
| Water Meter Installation (all types of meters, meter/box/fittings charged separately) | \$600 |
| Water Meter Installation Inspection by City | \$75 |
| Water Tap at Main – City provided | \$487 |
| Water Tap at Main & Run Service – City Provided | \$1,358 |
| Inspection of Contractor's Water/Run Service at Main | \$167 |
| Sewer Tap at Main – City Provided | \$489 |
| Sewer Tap at Main & Run Service – City Provided | \$1,792 |
| Inspection of Contractor's Sewer/Run Service at Main | \$167 |
| Encroachment Permit Issuance | \$54 |
| Sidewalk Repair/Installation/Replacement, up to 250 square feet | \$261 |
| Sidewalk Repair/Installation/Replacement, 251 to 1,000 square feet | \$393 |
| Sidewalk Repair/Installation/Replacement, over 1,000 square feet (Estimate fee using construction cost estimate) | Fee based on 7% of construction cost estimate |

**SCHEDULE C, City Council Resolution No. 2008-07
PUBLIC WORKS AND ENGINEERING FEES**

| | |
|--|---|
| Curb/Gutter Installation/Replacement, up to 25 lineal feet | \$261 |
| Curb/Gutter Installation/Replacement, 26 to 100 lineal feet | \$393 |
| Curb/Gutter Installation/Replacement, over 100 lineal feet (Estimate fee using construction cost estimate) | Fee based on 7% of construction cost estimate |
| ADA Compliance at Sidewalk | \$128 |
| Manholes | \$128 |
| Boreholes, First 10 | \$128 |
| Boreholes, 11+ | \$261 |
| Sidewalk Dining – Annual Permit | \$486 |
| Temporary Private Use of Public ROW – per instance | \$214 |
| Temporary Refuse Storage | \$80 |
| Temporary Street Closure Permit | \$107 |
| Utility Excavation Permit – Annual Blanket Issuance | \$53 |
| Utility Excavation Permit – Per work instance | \$194 |
| Utility Excavation Permit – up to 50 square feet | \$194 |
| Utility Excavation Permit – 51 to 100 square feet | \$263 |
| Utility Excavation Permit – over 100 square feet (Estimate fee using construction cost estimate) | Fee based on 7% of construction cost estimate |
| Street Cut in Moratorium Street | \$321 |
| Other Minor Encroachment Inspection | \$131 |
| Inspection of Upgrade/Relocation of Existing Service – Contractor | \$167 |
| Upgrade/Relocation of Existing Service – City provided | \$1,222 |
| Oversize Load Single | \$34 |
| Backflow Testing Program Administration – Annual | \$52 |
| After Hours Inspection (per Public Works Field Staff MOU) | See MOU |
| Barricade Rental | \$61 |

**SCHEDULE D, City Council Resolution No. 2008-07
WINTERS FIRE DEPARTMENT FEE SCHEDULE**

Specialty Plan Review

There is a two-week turnaround time for plan review.

| ITEM | FEE |
|--|-----------------------------------|
| Residential Sprinkler – New Installation – Public Water System | |
| Initial plan submittal, two inspections, & one resubmittal | \$354 per riser |
| Additional inspections | \$109 each |
| Resubmittal of plans | \$33 |
| Residential Sprinkler – Modifications | |
| Initial plan submittal, two inspections, & one resubmittal | \$284 per riser |
| Additional inspections | \$109 each |
| Resubmittal of plans | \$33 |
| Residential Sprinkler – Non-Public Water System | |
| Initial plan submittal, two inspections, & one resubmittal | \$398 per riser |
| Additional inspections | \$109 each |
| Resubmittal of plans | \$33 |
| Non-Residential Automatic Sprinkler System | |
| Initial plan submittal, 4 inspections, & 1 resubmittal of plans | \$717 per riser plus \$2 per head |
| Additional inspections | \$309 each |
| Resubmittal of plans | \$67 |
| Non-Residential Automatic Sprinkler System (Modifications) | |
| Initial plan submittal, four inspections, & one resubmittal of plans | \$421 per riser plus \$2 per head |
| Additional inspections | \$100 each |
| Resubmittal of plans | \$46 |
| Commercial Building Renovation (renovation area only) | |
| Initial plan submittal, two inspections, & one resubmittal of plans (per 10,000 sq. ft. or part thereof) | \$284 |
| Additional inspections | \$109 each |
| Resubmittal of plans | No charge |
| Fire Alarm System | |
| Initial plan submittal, two inspections, & one resubmittal | \$350 |
| Additional inspections | \$131 each |
| Resubmittal of plans | \$46 |
| Specialized Fire Protection or Detection System | |
| Plan review, three inspections, & one resubmittal of plans (1,000 sq. ft. or part thereof) | \$468 |
| Additional inspections | \$131 each |
| Resubmittal of plans | \$46 |
| Plan review beyond six hours & for all inspections over one hour (over 30,000 sq. ft.) | \$116 per hour |
| On Site Hydrant System | |
| | \$174 |
| Standpipe System (Wet, Dry or Horizontal) | |
| Two inspections & one resubmittal of plans | \$311 per riser |
| Additional inspections | \$85 each |
| Resubmittal of plans | \$70 |
| New Construction Building | |
| Initial plan submittal, two inspections, and one resubmittal of plans (1,000 sq. ft. – 30,000 sq. ft. or part thereof) | \$224 |
| Additional inspections | \$109 each |

**SCHEDULE D, City Council Resolution No. 2008-07
WINTERS FIRE DEPARTMENT FEE SCHEDULE**

Specialty Plan Review

| | |
|--|----------------|
| Resubmittal of plans | \$70 |
| Plan review beyond six hours & for all inspections over one hour (over 30,000 sq. ft.) | \$130 per hour |
| New Construction Building CBC Group H > 1,500 sq. ft. | \$130 per hour |
| New Construction Building CBC Group S > 30,000 sq. ft. | \$130 per hour |
| New Construction Building CBC Group M > 30,000 sq. ft. | \$130 per hour |

Fire and Life Safety Permit

| | |
|---|------------|
| Aerosol Projects (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional inspections | \$98 each |
| Aircraft Repair Hangar (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional inspections | \$98 each |
| Apartment Dwellings (Expires one year after date of issuance) | |
| 3 to 9 units | |
| First inspection | \$127 |
| Additional inspections | \$98 each |
| 10 or more units | |
| First inspection | \$170 |
| Additional inspections | \$136 |
| Automobile Wrecking Yard (Expires one year after date of issuance) | |
| First inspection | \$116 |
| Additional Inspections | \$85 each |
| Bowling Alley/Pin Refinishing (Flammables) (Expires after each event) | |
| First inspection | \$148 |
| Additional inspections | \$117 each |
| Carnivals and Fairs (Expires one year after date of issuance) | |
| First inspection | \$234 |
| Additional inspections | \$194 each |
| Cellulose Nitrate Storage (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional Inspections | \$98 each |
| Combustible Fiber Storage (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional Inspections | \$98 each |
| Combustible Liquids (Classes II and III-A) (Expires one year after date of issuance) | |
| Inside (over 25 gallons) | |
| First inspection | \$127 |
| Additional Inspections | \$98 each |
| Outside (over 10 gallons) | |
| First inspection | \$139 |
| Additional Inspections | \$107 each |
| Tank (over 100 gallons) | |
| First inspection | \$191 |
| Additional Inspections | \$156 each |
| Combustible Material Storage (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Compressed Gases (Expires one year after date of issuance) | |

**SCHEDULE D, City Council Resolution No. 2008-07
WINTERS FIRE DEPARTMENT FEE SCHEDULE**

Fire and Life Safety Permit

| | |
|--|------------|
| First inspection | \$139 |
| Additional Inspections | \$107 each |
| Commercial Rubbish-Handling Operations (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Cryogenics (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Dry Cleaning Plant (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Dust Producing Operations (Expires one year after date of issuance) | |
| First inspection | \$170 |
| Additional Inspections | \$136 |
| Explosive/Blasting Agents (Expires one year after date of issuance) | |
| First inspection | \$190 |
| Additional Inspections | \$156 each |
| Fireworks Stands (Expires after each event) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Fireworks and Pyrotechnic Special Events (Expires after each event) | |
| First inspection | \$225 |
| Additional Inspections | \$214 each |
| Flammable Liquids (Expires one year after date of issuance) | |
| Inside (over 5 gallons) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Outside (over 10 gallons) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Tank (over 100 gallons) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Flammable or Combustible Liquid Pipeline (Expires one year after date of issuance) | |
| First inspection | \$362 |
| Additional Inspections | \$313 each |
| Fruit Ripening (Expires one year after date of issuance) | |
| First inspection | \$127 |
| Additional Inspections | \$97 each |
| Fumigation or Thermal Insecticide Fogging (Expires one year after date of issuance) | |
| Commercial | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Residential | |
| First inspection | \$95 |
| Additional Inspections | \$67 |
| Hazardous Materials (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Hazardous Production Materials (Expires one year after date of issuance) | |
| First inspection | \$234 |

**SCHEDULE D, City Council Resolution No. 2008-07
WINTERS FIRE DEPARTMENT FEE SCHEDULE**

Fire and Life Safety Permit

| | |
|---|------------|
| Additional Inspections | \$194 each |
| High Piled Combustible Stock (Expires one year after date of issuance) | |
| First inspection | \$234 |
| Additional Inspections | \$194 each |
| Hot Work Welding (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Liquefied Petroleum Gas (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Liquid of Gas Fueled Vehicles or Equipment in Assembly Buildings (Expires one year after date of issuance) | |
| First inspection | \$191 |
| Additional Inspections | \$156 each |
| Lumber Yard (Expires one year after date of issuance) | |
| First inspection | \$234 |
| Additional Inspections | \$194 each |
| Magnesium Work (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Mall, Covered (Expires one year after date of issuance) | |
| First inspection | \$234 |
| Additional Inspections | \$194 each |
| Motor Vehicle Fuel Dispensing Station (Expires one year after date of issuance) | |
| First inspection | \$130 |
| Additional Inspections | \$97 each |
| Organic Coatings (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Ovens, Industrial Baking and Drying (Expires one year after date of issuance) | |
| First inspection | \$130 |
| Additional Inspections | \$97 each |
| Places of Assembly | |
| First inspection | \$234 |
| Additional Inspections | \$194 each |
| Radioactive Materials (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Refrigeration Equipment (Expires one year after date of issuance) | |
| First inspection | \$130 |
| Additional Inspections | \$97 each |
| Repair Garage (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$84 each |
| Spraying or Dipping (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |
| Tents, Canopies and Temporary Membrane Structures (Expires one year after date of issuance) | |
| First inspection | \$148 |
| Additional Inspections | \$156 each |
| Tire Storage (Expires one year after date of issuance) | |

**SCHEDULE D, City Council Resolution No. 2008-07
WINTERS FIRE DEPARTMENT FEE SCHEDULE**

Fire and Life Safety Permit

| | |
|--|------------|
| First inspection | \$191 |
| Additional Inspections | \$156 each |
| Permit General (Expiration will vary) | |
| Shall be required for any activity or operation not specifically described above, which in the judgment of the Fire Chief is likely to produce conditions hazardous to life or property. | |
| First inspection | \$148 |
| Additional Inspections | \$117 each |

Fire Clearance for State/County

| | |
|--|------------|
| Care Facilities | |
| 7 – 100 persons | |
| First inspection | \$135 |
| Additional Inspections | \$123 each |
| More than 100 persons | |
| First inspection | \$221 |
| Additional Inspections | \$214 each |
| Hospitals | |
| Less than 100 beds | |
| First inspection | \$135 |
| Additional Inspections | \$123 each |
| More than 100 beds | |
| First inspection | \$221 |
| Additional Inspections | \$214 each |
| Schools (Includes Nursery Schools & Child Daycare) (6 or more children) | |
| First inspection | \$91 |
| Additional Inspections | \$100 each |
| State/County Annual Permits and Fees | |
| No charge | |
| Unclassified Inspections | |
| First hour | \$70 |
| Each additional hour | \$116 |
| Business License Inspection | |
| \$165 | |
| Self-Inspection | |
| \$41 | |
| Residential Fire Sprinkler System Resale Inspection | |
| First inspection | \$83 |
| Additional Inspections | \$68 each |

TO THE PERMITTEE:

To provide a more efficient and economical plan review and inspection service, the following procedures must be followed when submitting plans and/or requesting an inspection, re-inspection or canceling and already scheduled inspection.

1. There is a two week turn-around time on plan reviews.
2. All inspections or re-inspection requests should be made no later than 4:00 p.m. the day before.
3. All scheduled inspections or re-inspections must be canceled no later than 7:30 a.m. the day of the inspection.

Phone (530) 795-4131 to schedule an inspection or re-inspection.

Report Copy Fee

The Fire Department shall charge a \$20.00 fee.

**SCHEDULE D, City Council Resolution No. 2008-07
WINTERS FIRE DEPARTMENT FEE SCHEDULE**

Fees for Suppression of Fires Caused by Negligence, Violation of the Law or Extreme Carelessness

Fees shall be charged for suppression of fires caused by negligence, violation of the law or extreme carelessness. Vehicle charges are based on depreciation, maintenance, and fuel expense. Minimum charge shall not be less than one hour and will include the time the call started until the unit or staff is placed back into service.

Equipment – Staff vehicle \$35/hour
Equipment – Utility vehicle \$35/hour
Equipment – 4 X 4 one-ton truck with pump and water \$155/hour
Equipment – Pumper (engine) \$210/hour
Equipment – Water tender (1,000 gallon and up) \$210/hour
Equipment – Aerial Ladder \$210/hour
Equipment – Specialized squad \$210/hour
Chief Officer – \$95/hour
Captain – \$70/hour
Manpower – On Duty (each) \$45/hour
Manpower – Off Duty (each) \$75/hour
Manpower – Other \$45/hour
Structure Training Burn – \$500 flat rate

**No Backup Provided
For This Item.**



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chair and Agency Members
DATE : March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Cas Ellena, Redevelopment & Economic Development Director *CE*
SUBJECT: Agreement for Services with Yolo County Visitor's Bureau for 2007/08 Fiscal Year

RECOMMENDATION: Approve Agreement with Yolo County Visitor's Bureau for 2007/08 Fiscal Year.

SUMMARY: The City of Winters has provided funding to the Yolo County Visitor's Bureau ("YCVB") for the last three years for marketing and tourism services. Since YCVB's inception three years ago it has developed the following:

- An effective branding and promotional campaign for Yolo County and the cities of Woodland, Davis, West Sacramento and Winters;
- Outreach techniques that include publicity, media contacts, advertising, trade shows, sales presentations, distributing collateral materials, attendance at industry events, and the YCVB website;
- An extensive catalog of attractions in Yolo County, including hotels, restaurants, farms, meeting spaces, festivals, etc
- A website that generates about 500,000 hits per month;
- Collateral marketing materials, including maps and guides for each participating city and the county;
- Collaborative marketing efforts in association with neighboring counties and tourism efforts.

The CDA budgeted \$8,000 in its FY 2007/08 budget for these YCVB efforts. Attached is an agreement detailing the services provided for these funds.

FISCAL IMPACT: Eight-Thousand-Dollars (\$8,000.00).

ATTACHMENTS: - Consultant Services Agreement

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Tom Stone
Harold Anderson
Cecilia Curry



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

CONSULTANT SERVICES AGREEMENT AGREEMENT No. 007-08

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and the Yolo County Visitor's Bureau "(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 Major Goals 2005-07 and November 2006 Program Assessment Update. Consultant shall provide said services consistent with and in the manner specified in Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended but in no event shall total compensation exceed Eight Thousand Dollars (\$8,000.00), 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 "B" 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"

Update – Program Assessment completed November 2006

Major Goals 2005-07

Goal One – Public Relations / Publications

Increase visibility and create a significant presence for the cities of Davis, Woodland, Winters and Yolo County in conference, tourism, consumer and select niche markets through brand marketing, targeted special interest and varied media attention. The intended result is an increased awareness of the tourism assets in the communities of Davis, Woodland, Winters and Yolo County.

Strategy #1: Create and place editorial and advertising that reflects our existing design standards and branding while reflecting community values

- 249 new media contacts made, including guidebooks and newsletters, 85 radio contacts, 105 television station contacts

- 200 YCVB media kits distributed to media leads
- created imagebank with a total of 2,825 images

MEDIA GENERATED:

Regional –

- Solano Magazine (2x)
- Sacramento Magazine
- The Record Timeout – Stockton
- Sacramento Business Journal
- VIA Magazine (2x)
- Meetings West

National / International–

- Girlfriends Magazine
- RV Journal
- California Vacation Guide
- Association News
- Performer Magazine
- New York Post

*all articles attached

Advertising:

- VIA Magazine – generated 208 leads
- California Vacation Guide – generated 610 leads

Strategy #2: Develop story ideas to help increase visitor travel opportunities during the "off season" and increase visitation and repeat visitation during peak seasons

-No action taken

Strategy #3: Develop and produce quality publications that meet

the needs of visitors and appeal to new and repeat visitors.

Media Kit - 500
Meeting Facility Guide - 1,000
Winters Map & Guide - 26,000
YCVB Collage Postcard - 5,000
YCVB Website Postcard - 5,000
Yolo County Map & Guide - 30,000
AAU Posters - 500
Yolo County Restaurant Guide - 50,000
Davis Map & Guide - 80,000
Woodland Map & Guide - 50,000
TOTAL PUBLICATIONS: 248,000
Calendar of Events not included
*Media kit w/ publications available

Strategy #4: Market specific special interest opportunities in a cohesive manner (i.e.: arts, historical , eco focus, agri focus, seasonal, etc) for the cities of Davis, Woodland, Winters and Yolo County.

Ongoing as a result of strategically chose tradeshow, media generation and the creation and distribution of coordinated brochures/ publications.

Strategy #5: Create an all inclusive Yolo County website to represent the cities of Davis, Woodland, Winters and Yolo County. The YCVB will continue to upgrade this site to provide useful and timely content to customers, the media and the travel industry.

-Website went live February 15, 2006
-website included all previous elements and a "Press Pass", "Festival of the Month", "About Us", "Filming Locations", "Community Links" and all YCVB publications in downloadable format were added
-has rec'd 3,346,060 hits and 35,870 unique visits
-146 actually requested specific information to be mailed, of these, 69 were from CA, 60 from out of state and 17 were international.
*report attached

Strategy #6: Create a strong public / community awareness campaign to enhance utilization, understanding and support for the YCVB.

YCVB Brochure Distribution Program

-goal of the program was to stock all area locations with 25 of each of the YCVB brochures, creating a unified and coordinated message throughout the county
-to date, YCVB has distributed 30,037 brochures to our partners in Yolo County

YCVB presence at all Yolo County Festivals and Events

-the YCVB designates a representative to attend all Yolo County festivals and Events, compile a synopsis and obtain photos for future publications/media

Goal Two – Sales

Increase visibility and create a significant presence for the cities of Davis, Woodland, Winters and Yolo County in conference, tourism, consumer and select niche markets through aggressive sales efforts to targeted geographic, psychographics and demographic market areas.

Strategy #1: Research and generate leads to YCVB

May-Current 4th QTR:

- Massaged all Non-Consumer Shows leads (postcard mailing 970)
- Sports Marketing Sports Card 6/6/2006
- Foxy Fall Century Ride (sent out 80 letters w/ brochures) Current
- Monthly Sac CVB mailing (Pre Conf/Past Conf)
- Media Kits
 - XPSL Paintball
 - Christy Nations
 - Amanda Schwab NY Post
 - Mandy Iverson "Change of Pace"
- Collected leads at AAU WCJOG

Generate Leads:

- Sports Travel Show "Teams" – Oct 2006
- USSSA National Meeting – Nov 2006

Strategy #2: Initiate or participate in industry and consumer trade shows and sales missions that generate new or repeat business

Pending Opportunities:

- 1) Sports Travel "Teams" 2006 Las Vegas
- 2) USSSA National Meeting 2006 Scottsdale, Arizona
- 3) Sales Academy, Destination Marketing Washington D.C.
- 4) WACVB Travel Industry Sales Training Program Portland, Oregon

Attended:

- 1) HSMAI's Educational Meeting "CVB's Panel Discussion"
- 2) Sacramento CVB Meeting
- 3) LA Times Show
- 4) Bay Area Travel Show
- 5) Sunset Magazine

Strategy #3: Further efforts to develop the cities of Davis, Woodland, Winters and Yolo County as an overnight/ multi-night sports destination. Focusing on youth sporting events.

- Researched, contacted and cataloged public parks, schools, and sporting facilities for usage possibilities
- Tour properties and create asset bank

Pending:

- 1) Sports Travel "Teams" 2006 , Oct 2006 - Las Vegas, NV
- 2) USSSA National Meeting 2006, Oct 2006 - Scottsdale, AZ

Strategy #4:

Increase the visibility of the communities as a destination for conference, group activities and the consumer markets.

Post card campaigns

- 970 Non-consumer leads (Affordable Meetings West, Affordable Meetings National, CALSAE)
- Follow-up email to Non-consumer leads
- 50 Sports Postcards sent out to researched Sports leads

Media Kits

- 20 sent out to sports leads, meeting & conference planners, UCD departments, and Special Interest groups

Cold Calls

- 30 Sports leads, Sac CVB leads, meeting planners

Letters & Emails

- 100 letters to Sac CVB leads
- 24 letters to Conference planners
- 700 emails to past non-consumer tradeshow leads
- 20 letters to RFP's, and special requests leads

Strategy #5:

Encourage and educate the local communities to sell Davis, Woodland, Winters and Yolo County as a destination

- 1) Hoteller Meetings
- 2) Brochure distribution
- 3) Website participation / linkages
- 4) Presence at local festivals and events
- 5) Diversification of farm properties, all facilities, attractions.
EX: We received an RFP for a group of farmers from Japan that were looking for a Fertilizer company to tour. So we called the fertilizer companies in the area and let them know about the opportunity. The group from Japan paid for the tour.

Strategy #6:

Ensure a seamless, professional service standard between client, industry and visitor on behalf of Davis, Woodland, Winters and Yolo County.

EX: AAU Welcome Program

YCVB created posters for the Jr. Olympics that consisted of all of the participating sponsors (City of Davis, City of Woodland, City of Winters, DDBA etc.). We distributed these posters to all of the business in downtown Davis as well as the Hotels, the ARC, UC Davis Dorms and the UC Davis dining commons. YCVB and volunteers from the City of Davis and DDBA established a presence

and had a booth in the concierge area of registration and a booth at the Athletes Village. Throughout the weeks festivities we had a Sports Basket drawing, which served to collect leads for upcoming years.

- Partners:
 - City of Davis
 - City of Woodland
 - DDBA
 - Woodland Unified School District
 - Davis Unified School District
 - Winters Chamber of Commerce
 - Davis Chamber of Commerce
 - Woodland Chamber of Commerce
- Brochure Distribution:
 - Davis Map: 200
 - Yolo Ag Map: 18
 - Dining Guide: 71
 - Woodland Map: 16
- Leads generated for coming years: 138

Goal Three – Visitor Services

Secure first time and repeat business through excellent customer service to all visitor segments (consumers, groups, conferences, etc). The goal is to increase visitor stays, thereby increasing total annual visitor spending.

Strategy #1: Make contact with visitors at key community events and conference registration, etc, communicating the community attractions and services, thereby increasing visitor spending

Presence at local festivals and events

- Whole Earth Festival in Davis
- Celebrate Davis
- Cache Creek Lavender Festival in Rumsey
- Family Farm Festival in Woodland
- AAU West Coast Jr. Olympic Games
- Yolo County Fair in Woodland
- Art Weekend at the Old Sugar Mill in Clarksburg
- Winters Earthquake Festival
- Capay Valley Watermelon Festival in Esparto
- Stroll through History in Woodland
- Woodland Dynamite Chili Cook-Off in Woodland
- Fall Welcome in Davis
- Crush Weekend at the Old Sugar Mill in Clarksburg

Strategy #2: Provide exceptional services at YCVB visitor centers that encourage visitors and groups to explore our area and extend their stay.

-average 70 walk in visitors a month (Dec-Feb are slowest walk in traffic months)

-Established a visitor Center at the Davis Train Station (June 2006) and distributed 2027 from that location
-distribute brochures for many Yolo County attractions and events

Strategy #3: Promptly fulfills requests from reader response, general mail, direct contact, email, etc

-All "Contact Us" and direct contact (mail, phone) are addressed within 36 hours, this may require additional phone calls, etc to obtain information for the visitor.

Strategy #4: ~~Develop a front line hospitality training program~~

Strategy #5: Establish and distribute visitor info to constituencies to "cross-pollinate" marketing effort

-Brochure exchange with other destination throughout CA

Goal Four – Partnership Development / Community Relations

Expand the involvement of the public and private sectors in the YCVB's programs through educational and industry activities, thereby ensuring a greater financial and political base for the YCVB. Attain position of recognized authority on the tourism industry and tourism development. Serve in an advisory capacity to key decision makers on visitor industry issues

Strategy #1: Increased community involvement at events and functions

Participation in area committees:

- DDBA Experience Downtown Committee
- DDBA Experience Downtown Marketing Committee
- Capay Valley Almond Festival

Presence at local festivals and events

- Whole Earth Festival in Davis
- Celebrate Davis
- Cache Creek Lavender Festival in Rumsey
- Family Farm Festival in Woodland
- AAU West Coast Jr. Olympic Games
- Yolo County Fair in Woodland
- Art Weekend at the Old Sugar Mill in Clarksburg
- Winters Earthquake Festival
- Capay Valley Watermelon Festival in Esparto
- Stroll through History in Woodland
- Woodland Dynamite Chili Cook-Off in Woodland
- Fall Welcome in Davis
- Crush Weekend at the Old Sugar Mill in Clarksburg

Strategy #2: Revised RFP process for partners (hotels, meeting facilities, restaurants, etc)

-attached

Strategy #3: Constant, proactive correspondence with primary partners and constituency to keep abreast of research and developments, industry trends, and developments at the YCVB.

Goal Five – Research

Develop a body of research on existing and /or potential visitors that is comprehensive, yet useful for the organization and industry for planning efforts.

Strategy #1: Aggressive tracking and ROI responsibility, thereby demonstrating and positive economic impact.

-Hotel occupancy surveys, etc

Strategy #2: Attendance and participation in travel industry conferences

-no travel industry conference attended this year

Strategy #3: Tracking travel trends and assessing such trends for regional program development

-such information is obtained at travel industry conferences or must be purchase.

NEW PROGRAMS / Unexpected Opportunity

- 1) YCVB is designated Film Commission for Yolo County
 - a. YCVB has received 35 film leads to date and addressed the majority that applied
 - b. YCVB has solidified film 2 opportunities including HGTV and Believe Media
 - c. Two other films have been shot in Yolo County since our inception but did not contact our bureau for the permitting process
- 2) www.80on80.com
 - a. Promotion of festivals and events on the I-80 Corridor between the Carquinez Bridge and the Yolo Causeway

EXHIBIT "B"

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 insured 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 insured will be called upon to cover a loss covered there under; 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 _____ upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the _____ prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with the _____ 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. CITY agrees to share with CONSULTANT the Winters Guide and Map prepared by the CONSULTANT.

(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 COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Treasurer Report for December 2007

RECOMMENDATION:

The City Council receives and file the City of Winters Treasurer's Report December 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 19% 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 50% of budgeted.
- Building permit fees collected are 20% of budgeted, while the building permit supplement fee is 11% of budgeted

General Fund Expenditures are 35% 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 40% of budgeted.

Fund 231 State COPS: Expenditures are 42% 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 45% of budgeted.

Fund 611 Water Fund: Revenues are 49% of budget, and Expenditures are 54% 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 45% of budgeted while revenues are 51% of budgeted. .

FISCAL IMPACT:

None

City of Winters
Cash and LAIF Balance
As of December 31, 2007

| Fund | Description | Balance 6/30/2007 | Balance 12/31/2007 |
|------|----------------------------------|----------------------|-----------------------|
| 101 | General Fund | \$ 2,723,453 | \$ 1,939,054 |
| 208 | First Time Homebuyer | 76,540 | 78,622 |
| 211 | City Wide Assessment | 61,214 | (51,616) |
| 212 | Flood Assessment District | 3,470 | 3,564 |
| 221 | Gas Tax | (12,804) | (2,894) |
| 223 | PERS Trust Fund | 209,787 | 217,603 |
| 231 | State COPS 1913 | 150,474 | 164,426 |
| 243 | COPS MORE Grant | 1,549 | 1,591 |
| 251 | Traffic Safety | 135,461 | 142,392 |
| 252 | Asset Forfeiture | 13,652 | 11,743 |
| 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 | 17,018 |
| 294 | Transportation(Including Bus Svc | 209,741 | 89,969 |
| 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 | 52,451 |
| 352 | RLF First Time Homebuyer | 49,195 | 83,319 |
| 355 | RLF Small Business | 174,153 | 193,318 |
| 356 | RLF-HOME Program | 44,492 | 45,702 |
| 411 | Street Impact Fee | 1,374,015 | 1,097,267 |
| 412 | Storm Impact Fee | 135,442 | 139,196 |
| 413 | Parks & Recreation Impact Fee | 697,771 | 708,509 |
| 414 | Police Impact Fee | 290,058 | 281,871 |
| 415 | Fire Impact Fee | 215,002 | 205,604 |
| 416 | General Facilities Impact Fee | 291,150 | 303,912 |
| 417 | Water Impact Fee | 524,068 | 543,510 |
| 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 | 161,778 |
| 427 | Capital Equipment Fund | 453,724 | 482,475 |
| 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 | 60,345 |
| 496 | Storm Drain Non-Flood | 212 | 218 |
| 501 | General Debt Service | 51,281 | 52,916 |
| 502 | General LTD | | 2 |
| 611 | Water O & M | 183,802 | (10,932) |
| 612 | Water Reserve | 43,159 | 47,699 |
| 616 | Water Conservation | 8,813 | 13,665 |
| 621 | Sewer O & M | 7,694 | (122,453) |
| 623 | Sewer Bond | 96,450 | |
| 651 | Central Services | 17,738 | 3,650 |
| 701 | Redevelopment | 2,735,419 | 2,323,065 |
| 702 | 2004 Bond Proceeds | 1,983,537 | 1,669,701 |
| 703 | 2007 Bond Proceeds | 8,850,618 | 8,952,258 |
| 711 | RDA Low Income Housing | 726,726 | 528,254 |
| 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 | 64,126 |
| | Total Cash | \$ 27,809,884 | \$ 25,518,342 |

City of Winters
 General Fund Revenue Summary
 July 1, 2007 through December 31, 2007

| | | % of Year Completed | | | 50% |
|-----------------------------|--------------------------------------|---------------------|--------------------|------------------------|-------------------------|
| G/L Code | Account Description | Budget 2007-2008 | December 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 | 43,319 | 99,300 | 37% |
| 101-41402 | Prop 172 | 25,000 | | | 0% |
| 101-41403 | Franchise Fee | 205,040 | 13,104 | 50,931 | 25% |
| 101-41404 | Property Transfer Tax | 16,000 | | | 0% |
| 101-41405 | Utility Tax | 378,000 | 10,449 | 172,793 | 46% |
| 101-41406 | Municiple Services Tax | 278,520 | 23,400 | 139,980 | 50% |
| 101-41408 | TOT Tax | 3,200 | | 1,940 | 61% |
| 101-41511 | Off-Highway VLF | 200 | | | 0% |
| 101-46101 | Building Permit Surcharge | 237,768 | 4,610 | 25,088 | 11% |
| 101-41407 | Business Licenses | 26,200 | | 2,981 | 11% |
| 101-46102 | Building Permits | 92,853 | 2,504 | 18,800 | 20% |
| 101-46103 | Encroachment Permit | 1,000 | | 104 | 10% |
| 101-46104 | Other Licenses & Permits | 48,853 | 3,351 | 10,007 | 20% |
| 101-41507 | Motor Vehicle in Lieu | 51,000 | 912 | 15,125 | 30% |
| 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 | 30 | 20% |
| 101-42103 | Plan Check Fees | 61,387 | 838 | 8,310 | 14% |
| 101-42104 | Planning Application Fees | 2,000 | | 2,500 | 125% |
| 101-42105 | Sales of Maps and Publications | 150 | | | 0% |
| 101-42108 | Police Reports | 800 | 50 | 346 | 43% |
| 101-42109 | Fingerprint Fees | 2,800 | 234 | 2,289 | 82% |
| 101-42111 | Towing/DUI Reimbursement | 2,000 | 50 | 770 | 39% |
| 101-42112 | Ticket Sign Off Fees | 250 | 10 | 176 | 70% |
| 101-42201 | Recreation Fees | 7,500 | | 2,028 | 27% |
| 101-42203 | Youth Drama Revenues | 4,000 | | | 0% |
| 101-42205 | Basketball Revenues | 4,700 | 2,415 | 2,415 | 51% |
| 101-42211 | Pool Ticket Sales | 2,000 | | 5,076 | 254% |
| 101-42213 | Pool Proceeds | | 490 | 490 | |
| 101-42215 | Swim Passes | 2,000 | 3,647 | 4,390 | 220% |
| 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 | 75 | 615 | 77% |
| 101-42303 | Community Center Rental | 21,000 | 472 | 13,235 | 63% |
| 101-42304 | Community Center Insurance Collected | 2,500 | | 363 | 15% |
| 101-44101 | Rents/Leases Revenues | 40,000 | 600 | 15,056 | 38% |
| 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 | | (5) | 2,664 | |
| 101-49102 | Reimbursements/Refunds | | 155 | 3,986 | |
| 101-49104 | Miscellaneous Revenues | 20,000 | (3,608) | 51,512 | 258% |
| 101-49106 | Cash Over/Short | | (49) | (49) | |
| 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) | -26% |
| Total General Fund Revenues | | <u>\$ 3,458,635</u> | <u>\$ 107,025</u> | <u>\$ 674,372</u> | <u>19%</u> |

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

| Fund | Fund Description | % of Year Completed | | | | 50% |
|-----------------------|---------------------------------|----------------------|--------------------|------------------------|--------------------------|------------|
| | | Budget 2007-2008 | December Actual | Year to Date Actual | Budget to be Received | |
| 101 | General Fund | \$ 3,458,635 | \$ 107,026 | \$ 674,372 | \$ 2,784,263 | 20% |
| 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 | | 44,282 | 86,227 | 34% |
| 223 | PERS Trust Fund | 14,605 | | 3,004 | 11,601 | 21% |
| 231 | State COPS AB1913 | 107,384 | 101,838 | 103,300 | 4,084 | 96% |
| 243 | '96 COPS MORE Grant | 61 | | 22 | 39 | 36% |
| 251 | Traffic Safety | 11,678 | 60 | 2,378 | 9,300 | 20% |
| 252 | Asset Forfeiture | 561 | | 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 | 660 | 56,628 | (50,863) | 82% |
| 313 | STBG 96-1043 Housing & Public W | 7,645 | (557) | 3,078 | 4,567 | 40% |
| 321 | EDBG 99-688 Buckhorn | 16,168 | 1,450 | 8,702 | 7,466 | 54% |
| 351 | RLF Housing Rehab | 6,393 | 264 | 22,285 | (15,892) | 49% |
| 352 | RLF Affordable Housing | 8,980 | 396 | 33,492 | (24,512) | 73% |
| 355 | RLF Small Business | 22,546 | 2,177 | 16,882 | 5,664 | 75% |
| 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 | | 17,913 | 4,525,639 | |
| 414 | Public Safety Impact Fee | 1,030,201 | | 6,355 | 1,023,846 | 1% |
| 415 | Fire Impact Fee | 1,069,501 | | 6,405 | 1,063,096 | 1% |
| 416 | General Facilities Impact Fee | 1,579,318 | | 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) | 56% |
| 481 | General Plan 1992 | 83,656 | | 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 | 225 | 3,558 | 5,671 | 39% |
| 495 | Monitoring Fee | 83,656 | | 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 | 76,440 | 457,299 | 468,598 | 49% |
| 612 | Water Reserve | 3,500 | | 2,585 | 915 | 74% |
| 616 | Water Conservation | | | 4,852 | (4,852) | |
| 621 | Sewer O & M | 997,502 | 83,563 | 505,178 | 492,324 | 51% |
| 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) | 99% |
| 821 | Winters Library | 18,355 | | 6,590 | 11,765 | 36% |
| 831 | Swim Team | 65,238 | | 62,216 | 3,022 | 95% |
| Total Revenues | | \$ 20,054,436 | \$ 373,542 | \$ 2,366,506 | \$ 17,687,930 | 12% |

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

| Fund | Fund Description | Budget 2007-2008 | December Actual | % of Year Completed | | % of Budget Used |
|------|---|---------------------|--------------------|------------------------|--------------------------------|---------------------|
| | | | | Year to Date Actual | Balance of Budget Available | |
| 101 | General Fund Expenditures by Department | | | | | |
| 110 | City Council | \$ 3,467 | \$ 55 | \$ 233 | \$ 3,234 | 7% |
| 120 | City Clerk | 6,900 | 210 | 3,207 | 3,693 | 46% |
| 130 | City Treasurer | 334 | 27 | 171 | 163 | 51% |
| 150 | City Attorney | 41,300 | 12,198 | 41,711 | (411) | 101% |
| 160 | City Manager | 30,048 | 2,269 | 13,966 | 16,082 | 46% |
| 170 | Administrative Services | 173,814 | 12,169 | 74,614 | 99,200 | 43% |
| 180 | Finance | 2,298 | 192 | 1,089 | 1,209 | 47% |
| 210 | Police Department | 1,719,069 | 163,251 | 755,932 | 963,137 | 44% |
| 310 | Fire Department | 433,872 | | 136,624 | 297,248 | 31% |
| 410 | Community Development | 410,615 | 30,676 | 182,455 | 228,160 | 44% |
| 420 | Building Inspections | 128,001 | 10,427 | 61,360 | 66,641 | 48% |
| 610 | Public Works-Administration | 1,015,659 | 13,621 | 96,644 | 919,015 | 10% |
| 710 | Recreation | 142,776 | 4,342 | 50,388 | 92,388 | 35% |
| 720 | Community Center | 92,801 | 3,871 | 39,044 | 53,879 | 42% |
| 730 | Swimming Pool | 51,553 | 1,004 | 31,703 | 19,850 | 62% |
| | Total General Fund Expenditure | \$ 4,252,507 | \$ 254,312 | \$ 1,489,141 | \$ 2,763,488 | 35% |
| 211 | City Wide Assessment | 290,583 | 10,947 | 112,521 | 178,062 | 39% |
| 221 | Gas Tax Fund | 119,169 | 6,035 | 47,896 | 71,273 | 40% |
| 231 | State COPS 1913 | 216,956 | 18,985 | 91,491 | 125,465 | 42% |
| 251 | Traffic Safty | 4,500 | | | 4,500 | |
| 261 | Traffic Congestion Relief | 103,780 | | | 103,780 | |
| 262 | Street Grants | 458,300 | | | 458,300 | |
| 274 | Park Grant | 11,200 | | 545 | 10,655 | 5% |
| 291 | Beverage Recycling Grant | 6,000 | | 1,021 | 4,979 | 17% |
| 294 | Transportation | 935,750 | 40,925 | 180,158 | 755,592 | 19% |
| 298 | Workforce Housing | 117,547 | | 61,699 | 55,848 | 52% |
| 311 | STBG 700 Housing Rehab | | 660 | 54,657 | (54,657) | |
| 313 | STBG 96-1043 Housing & Public W | | 727 | 4,362 | (4,362) | |
| 321 | EDBG 99-688 Buckhorn | | 1,450 | 9,942 | (9,942) | |
| 411 | Street Impact Fee | 1,146,206 | 8,256 | 319,974 | 826,232 | 28% |
| 412 | Storm Drain Impact Fee | 8,556 | | | 8,556 | |
| 413 | Park & Recreation Impact Fee | 16,672 | | 6,446 | 10,226 | 39% |
| 414 | Public Safty Impact Fee | 469,756 | 33 | 18,100 | 451,656 | 4% |
| 415 | Fire Impact Fee | 490,556 | 33 | 18,380 | 472,176 | 4% |
| 416 | General Facility Impact Fee | 8,555 | | | 8,555 | |
| 417 | Water Impact Fee | 2,102,855 | | 673 | 2,102,182 | |
| 418 | Sewer Impact Fee | 4,714,695 | | | 4,714,695 | |
| 422 | Landfill Capital | 67,700 | 164 | 1,314 | 66,386 | 2% |
| 424 | Parks & Recreation Captial | | 1,850 | 1,850 | (1,850) | |
| 427 | Equipment Replacement Fund | 163,961 | | 83,356 | 80,605 | 51% |
| 494 | CARF | 40,000 | | | 40,000 | |
| 495 | Monitoring Fee | | | 2,047 | (2,047) | |
| 611 | Water O & M | 888,550 | 32,874 | 476,132 | 412,418 | 54% |
| 621 | Sewer O & M | 1,251,367 | 25,470 | 558,722 | 692,645 | 45% |
| 623 | Sewer Bond | | | 98,884 | (98,884) | |
| 651 | Central Service Overhead | | | (2,480) | 2,480 | |
| 701 | Community Redevelopment | 1,673,169 | 888 | 567,506 | 1,105,663 | 34% |
| 702 | RDA Project Area Fund H | 8,667,582 | 57,953 | 369,483 | 8,298,099 | 4% |
| 711 | Community Redevelopment LIH | 526,983 | 15,838 | 239,700 | 287,283 | 45% |
| 712 | LIH Bond Proceeds | 1,687,684 | | | 1,687,684 | |
| 751 | Community Redevelopment LTD | | | 11,157 | (11,157) | |
| 831 | Swim Team | 72,671 | | 51,605 | 21,066 | 71% |
| | Total Expenditures | \$ 30,513,810 | \$ 477,400 | \$ 4,876,282 | \$ 25,637,650 | 16% |

City of Winters
Fund Balances Report
Estimated Fund Balances as of December 31, 2007

| Fund | Fund Description | Audited Fund Balance 6/30/2007 | Revenues 7/1/07- 12/31/2007 | Expenditures 7/1/07- 12/31/2007 | Transfers In (Out) | Estimated Fund Balance 12/31/2007 | Change From 6/30/2007 |
|---------------|----------------------------|-----------------------------------|-----------------------------------|---------------------------------------|-----------------------|---|--------------------------|
| 101 | General Fund | \$ 2,601,415 | \$ 681,372 | \$ 1,489,141 | \$ (7,000) | \$ 1,786,646 | \$ (814,769) |
| 208 | First Time Homebuyer | 77,536 | 1,085 | - | - | 78,621 | 1,085 |
| 211 | City Wide Assessment | 65,953 | - | 112,521 | - | (46,568) | (112,521) |
| 212 | Flood Assessment District | 3,515 | 49 | - | - | 3,564 | 49 |
| 221 | Gas Tax | 720 | 44,282 | 47,896 | - | (2,894) | (3,614) |
| 223. | PERS Trust Fund | 214,599 | 3,004 | - | - | 217,603 | 3,004 |
| 231 | State COPS 1913 | 152,432 | 103,300 | 91,491 | - | 164,241 | 11,809 |
| 243 | '96 COPS MORE Grant | 1,569 | 22 | - | - | 1,591 | 22 |
| 251 | Traffic Saffety | 140,014 | 2,378 | - | - | 142,392 | 2,378 |
| 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 | 180,158 | - | 52,581 | (157,113) |
| 298 | Workforce Grant | - | - | 61,699 | - | (61,699) | (61,699) |
| 311 | STBG 700 Housing | (1,971) | 56,628 | - | (54,657) | - | 1,971 |
| 313 | STBG-96-1043 Housing and P | (29,070) | 3,078 | - | (4,362) | (30,354) | (1,284) |
| 316 | HOME-Choc Project | - | - | 7,000 | 7,000 | - | - |
| 321 | EDBG 99-688 Buckhorn | 1,240 | 8,702 | - | (9,942) | - | (1,240) |
| 351 | RLF Housing Rehabilitation | 41,809 | 422 | - | 21,863 | 64,094 | 22,285 |
| 352 | RLF Affordable Housing | 67,254 | 697 | - | 32,794 | 100,745 | 33,491 |
| 355 | RLF Small Business | 176,436 | 2,579 | - | 14,304 | 193,319 | 16,883 |
| 356 | RLF HOME Program | 45,071 | 631 | - | - | 45,702 | 631 |
| 411 | Street Impact Fee | 1,486,296 | 25,946 | 319,974 | - | 1,192,268 | (294,028) |
| 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 Saffety Impact Fee | 293,616 | 6,355 | 18,100 | - | 281,871 | (11,745) |
| 415 | Fire Impact Fee | 217,580 | 6,405 | 18,380 | - | 205,605 | (11,975) |
| 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 | 1,314 | - | 359,069 | 3,659 |
| 424 | Parks and Recreation Capit | 163,095 | 533 | 1,850 | - | 161,778 | (1,317) |
| 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 | 3,558 | - | - | 60,345 | 3,558 |
| 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 | 457,299 | 471,280 | (4,852) | 451,194 | (18,833) |
| 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 | 505,178 | 558,722 | - | 2,455,423 | (53,544) |
| 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 | 567,506 | 11,157 | 2,318,305 | (529,986) |
| 702 | RDA Project Area | 1,993,740 | 29,166 | 369,483 | - | 1,653,423 | (340,317) |
| 711 | Community Redevelopment LI | 759,672 | 7,941 | 239,700 | - | 527,913 | (231,759) |
| 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 | \$ 2,187,605 | \$ 4,697,381 | \$ - | \$ 21,987,682 | \$ (2,509,776) |



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 4, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly A. Gunby, Director of Financial Management
SUBJECT: Investment Report for December 2007

RECOMMENDATION:

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

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings December 2008, 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 December 2008 reflect investment earnings from the CDBG and EDBG funded loans.

FISCAL IMPACT:

None.

City of Winters
Investment Report
As of December 31, 2007

| Fund | Fund Description | Interest Earned December 2007 | Interest Earned 7/1/07-12/31/07 |
|-------------------------|-----------------------------|----------------------------------|------------------------------------|
| 101 | GENERAL FUND | | \$ 14,063 |
| 212 | FLOOD ASSESSMENT DISTRICT | | 49 |
| 223 | PERS TRUST FUND | | 3,004 |
| 231 | STATE COPS 1913 | | 1,462 |
| 243 | COPS MORE GRANT | | 22 |
| 251 | TRAFFIC SAFTEY | | 1,963 |
| 252 | ASSET FORFEITURE | | 160 |
| 254 | VEHICLE THEFT DETERRENT | | 393 |
| 261 | TRAFFIC CONGESTION RELIEF | | 1,191 |
| 291 | BEVERAGE RECYCLE GRANT | | 180 |
| 294 | TRANSPORTATION/BUS | | 2,099 |
| 311 | STBG-700 | 34 | 14,574 |
| 313 | STBG 96-1043 | 85 | 540 |
| 321 | EDBG 99-688 | 804 | 4,847 |
| 351 | RLF HOUSING REHAB | | 422 |
| 352 | RLF AFFORDABLE HOUSING | | 697 |
| 355 | RLF SMALL BUSINESS | | 2,579 |
| 356 | RLF HOME PROGRAM | | 631 |
| 411 | STREET IMPACT FEE | | 18,214 |
| 412 | STORM IMPACT FEE | | 1,922 |
| 413 | PARKS & REC IMPACT FEE | | 9,781 |
| 414 | POLICE IMPACT FEE | | 4,124 |
| 415 | FIRE IMPACT FEE | | 3,068 |
| 416 | GENERAL FACILITY IMPACT FEE | | 4,162 |
| 417 | WATER IMPACT FEE | | 7,513 |
| 418 | SEWER IMPACT FEE | | 11,118 |
| 421 | GENERAL FUND CAPITAL | | 7,097 |
| 422 | LANDFILL CAPITAL | | 4,973 |
| 424 | PARKS & REC CAPITAL | | 533 |
| 427 | EQUIPMENT REPLACEMENT FUND | | 6,412 |
| 482 | FLOOD CONTROL STUDY | | 17 |
| 492 | RAJA STORM DRAIN | | 493 |
| 494 | CARF | | 782 |
| 501 | GENERAL DEBT SERVICE | | 731 |
| 612 | WATER RESERVE | | 539 |
| 701 | REDEVELOPMENT | | 23,363 |
| 702 | RDA PROJECT AREA | | 29,166 |
| 711 | REDEVELOPMENT LIH | | 7,941 |
| 712 | RDA LIH PROJECT AREA | | 15,025 |
| 751 | REDEVELOPMENT LTD | | 11,258 |
| 821 | WINTERS LIBRARY | | 6,590 |
| 831 | SWIM TEAM | | 875 |
| Total Investment Income | | <u>\$ 923</u> | <u>\$ 224,573</u> |