



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, March 18, 2008
7:30 p.m.
AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

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

- A. Minutes of the Regular Meeting of the Winters City Council held on March 4, 2008 (pp 1-7)
- B. Request for Street Closure by Vallejo HOG (Harley Owners Group) for their 16th Annual Vernal Equinox Ride – Main Street between Railroad Avenue and First Street on Sunday, March 30, 2008 (pp 8-10)
- C. Proclamation of the City Council of the City of Winters Recognizing “National Agriculture Week”, March 16th to March 22nd, 2008 (pp 11)

PRESENTATIONS

Proclamation to be presented to Winters Resident Renato Alberto Massei (pp 12)

Proclamations to be presented to the 2008 Winters High School Academic Decathlon Team Members Krista Blandin, Andrew Fridae, Ryan Hofstrand, Justin Hyer, T.J. Johnson, Andreina Prado, Derek Riley, Arilene Ruiz, and Savanna Waldron (pp 13)

Certificate of Appreciation to Dennis Kilkenny, who has served on the Winters Putah Creek Committee as a representative of the Lower Putah Creek Coordinating Committee

Rich Marovich, Streamkeeper, will be giving a presentation regarding planting along Dry Creek.

Update on After School Program

DISCUSSION ITEMS

- 1. Acceptance for Review Winters Nature Park Master Plan (pp 14-64)
- 2. Proposition 1B and TDA Pavement Maintenance (pp 65-68)
- 3. Solano County City Water Users (pp 69)
- 4. Request to Provide Full Funding for the Golden Capital Network Venture Communities Program and Request for Funding to Co-Host the New California Event at the Mondavi Center (pp 70-81)
- 5. Continuation of Public Hearing for the Community Development Block Grant Program (pp 82)

COMMUNITY DEVELOPMENT AGENCY

1. Consultant Services Agreement with NeighborWorks HomeOwnership Center for Homebuyer Education and Foreclosure Seminar Services (pp 83-90)
 2. Agreement with Economic & Planning Systems for preparation of the City's 2006 – 2013 Housing Element Update (pp 91-106)
 3. Request to Provide Full Funding for the Golden Capital Network Venture Communities Program and Request for Funding to Co-Host the New California Event at the Mondavi Center (pp 107-108)
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CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

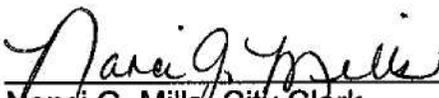
INFORMATION ONLY

EXECUTIVE SESSION:

Meeting with City Manager to Discuss City Manager Evaluation Pursuant to Section 54957 of the Government Code

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the March 18, 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 March 13, 2008, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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*Winters City Council Agenda
Meeting of March 18, 2008*

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Wednesday at 10:00 a.m.

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Minutes of the Regular Meeting of the
Winters City Council
Held on March 4, 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 Carol Scianna, Police Chief Bruce Muramoto, Fire Chief Scott Dozier, Sergeant Sergio Gutierrez, Sergeant VanHouten and City Clerk Nanci Mills.

Pledge of Allegiance

Public Comments:

Tara Manners addressed the City Council on their contribution to Golden Capital Network and would like to have the opportunity to discuss at a later date.

Jane Barredo addressed the City Council on 911 charges she received from the Fire Department. Council advised her to take her concerns to the Winters Fire Board as this was not under the City Council jurisdiction.

Eddie Murphy addressed the City Council with a desire for the City to designate an area for a dog park.

CONSENT CALENDAR

- 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
- B. Approval of Consultant Services Contract #006-08 with Audubon California for Irrigation Improvements at Winters Nature Park, not to exceed \$12,000
- 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
- D. Yolo County Animal Services Contract

- E. Proclamation of the City Council of the City of Winters Recognizing March 7, 2008 as California Arbor Day
- F. Approval of Consultant Services Contract #005-08 with North Fork Associates, to Provide Contract Planning Services for the City of Winters **(Moved to Discussion Item #8)**
- G. Approval of Consultant Services Contract #007-08 with Yolo County Visitor's Bureau for 2007/2008 Fiscal Year
- 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

City Manager John Donlevy gave an overview. Council Member Aguiar-Curry made a motion to approve the Consent Items, with the exception of Item F, which was moved to the Discussion Items. Seconded by Council Member Stone. Motion carried unanimously.

PRESENTATIONS

Swearing-in of Reserve Police Officers Matthew Martin and Anthony Hurtado by City Clerk Nanci Mills

Presentation to Officer Jeremy Warren, Winters Police Department's "Officer Of the Year" by Police Chief Bruce Muramoto

Architect Dennis Dong presented a Public Safety Facility Update Report.

Following the presentation by Architect Dennis Dong of Calpo, Hom and Dong, Council Member Agiar-Curry made a motion to approve the revised Project Budget Sheet (PBS) for the Public Safety Facility, Project No. 05-03 and to 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. Seconded by Council Member Stone. Motion carried unanimously.

DISCUSSION ITEMS

1. **Development Agreement Update and Review**

City Manager Donlevy gave an overview of the status of current development agreements with developers for the following subdivision projects: Winters Highlands, Callahan Estates, Ogando Hudson, Creekside Estates and Anderson Place. A recommended outline of the revised agreement(s) is anticipated at an April City Council meeting.

2. Public Safety Facility Project No. 05-03, Revised Project Budget Sheet, Authorize City Manager to execute amendment with Calpo, Hom and Dong Architects

Please see "Presentations" for results of Item #2.

3. Introduce Ordinance 2008-06, Amending Chapter 2 of the Winters Municipal Code to Authorize Compensation for Planning Commissioners

City Attorney Wallace gave an overview. Council Member Anderson made a motion to introduce Ordinance 2008-06, amending Chapter 2 of the Winters Municipal Code to Authorize Compensation for Planning Commissioners, with the second reading and public hearing to be held at the March 18, 2008 City Council meeting. Seconded by Council Member Stone. Motion carried with the following roll call vote:

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

4. Resolution No. 2008-06 Regarding Notice of Intent Regarding Reconfiguration and Partial Vacation of East Abbey Street between Railroad Avenue and Elliot Street (Moved to Item #6)

Council Member Anderson and Mayor Fridae recused themselves due to a possible conflict of interest. Economic Development Director/Asst, Executive Director-CDA Cas Ellena gave an overview.

Eric Doud, 15 Main St., spoke in favor of enhancing the parking and downtown, but wanted to address two separate issues: turning Abbey Street into a one-way street and allowing private development in a public right-of-way. He requested that Terrence Bottomly be given the opportunity to review the master plan and to hire a third party transportation consultant to review as well. Mr. Doud also noted an encroachment into the public right-of-way of a local business and that the public has a 3-foot right to pass.

David Springer, 200 Madrone Ct., asked if the Fire Department has been able to perform a Traffic Flow review and felt this action was a departure from the current downtown.

Mitch Korcyl, 44 Creekside Way, asked the City Council to carefully consider the fiscal impact, the cost of the land, and whether this plan meets the Downtown Master Plan requirements. He was also concerned about setting a precedent of providing public land to private individuals.

Council Member Stone liked the concept and felt the proposed development on a public parcel was a unique situation. Council Member Aguiar-Curry also like the concept, as the downtown needs additional parking, and stated this plan would go before the Police and Fire Departments. Council Member Martin stated this would be a major improvement to the downtown area.

Karen Ogando stated the moving of the water lines might be an inconvenience to a few, and that the developer will pay \$10,000 for the water line movement.

Council Member Aguiar-Curry made a motion to approve Resolution 2008-06 Regarding Notice of Intent Regarding Reconfiguration and Partial Vacation of East Abbey Street between Railroad Avenue and Elliot Street. Seconded by Council Member Stone. Motion carried 3-0 with the following roll call vote:

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

Council Member Anderson and Mayor Fridae returned to the dais at this time.

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**

City Attorney Wallace gave an overview. He noted Ordinance 2008-07 will require further language corrections, including the clarification of the utility service tax limit of

\$300 per residential unit, reducing the tax on all service users from 5% to 4.75%, which will require voter approval.

Jiley Romney, 307 Anderson, questioned several aspects of the Resolutions and Ordinance, stating the information provided was unclear.

Council Member Anderson made a motion to re-adopt Resolutions 2008-02 and 2008-05 with new language to be added to Ordinance 2008-07. Seconded by Council Member Stone. Motion carried 4-1 with the following roll call vote:

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

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 (Moved to Item #4)

Director of Financial Management Gunby gave an overview. Building Official Ashdown confirmed Council Member Anderson's question in that fences over 6 feet in height require a permit. Council Member Anderson also indicated an Appeal Fee was not included in the amended fee schedules. Director of Financial Management Gunby stated this item will be brought back with this as well as other corrections. Council Member Anderson requested that there be some flexibility in Appeal Fees.

Mayor Fridae opened the public hearing at 9:20 p.m. Dave Springer, 200 Madrone Court, applauded the City for the fee revisions. Mayor Fridae closed the public hearing at 9:20 p.m.

Council Member Martin made a motion to approve staff recommendation, hold the second reading and adoption of Ordinance No. 2008-05 to amend Title 15 of the Winters Municipal Code to made certain amendments regarding building permit fees, among which include the subtraction of \$85 for a water heater and the subtraction of \$65 for no additional re-check for water sprinklers, and approve Resolution 2008-07 to revise the building, planning, public works/engineering and fire fees. Seconded by Council Member Stone. Motion carried with the following roll call vote:

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

ABSENT: None
ABSTAIN: None

- 7. RoundABOUTS - East and West ends of Main Street, Morgan and Walnut Streets, and Valley Oak Drive (per Council Member Tom Stone)**

This item is to be brought back at the 4/15/08 City Council meeting by the City Engineer.

- 8. Approval of Consultant Services Contract #005-08 with North Fork Associates, to Provide Contract Planning Services for the City of Winters**

Council Member Anderson was concerned whether travel fees applied while traveling between North Fork Associates Auburn office and Winters City Hall for contract planner Jeff Fisher. City Clerk Nanci Mills will contact North Fork Associates to verify that mileage to and from Winters is not included in the contract.

COMMUNITY DEVELOPMENT AGENCY

- 1. Agreement for Services with Yolo County Visitor's Bureau for 2007/08 Fiscal Year**

Agency Director Martin called the meeting of the Community Development Agency to order at 11:20 p.m.

Economic Development Director/Asst, Executive Director-CDA Cas Ellena gave an overview.

Agency Member Stone made a motion to approve the agreement for services with Yolo County Visitor's Bureau for 2007/08 Fiscal Year. Seconded by Agency Member Anderson. Motion carried unanimously.

Agency Director Martin adjourned the Community Development Agency meeting at 11:25 p.m.

CITY MANAGER REPORT: None

COUNCIL/STAFF COMMENTS: Council Member Stone reminded everyone of the Fish Fry sponsored by the Fire Department, where a portion of the proceeds is to go to Toys for Tots. Council Member Aguiar-Curry reminded everyone of the upcoming Yolo County Farm Bureau Breakfast and the Yolo County Visitor's Bureau luncheon. Council Member Martin reminded everyone (and was looking for volunteers) for the planting of native grasses in Dry Creek behind Liwai Village Court scheduled for Saturday, March 8. Mayor Fridae asked all Council Members to forward their City Manager evaluations to him prior to the next City Council meeting and requested a Closed Session be scheduled for the 3/18/08 City Council meeting. The Mr. Warrior pageant was being held on March 5th, and the Youth Drama production of "Annie" cleared nearly \$3,000. The Youth Drama would like to do "Grease" next. Mayor Fridae also asked that Streamkeeper Rick Marovich be invited to the 3/18/08 City Council meeting to give a presentation regarding plantings along Dry Creek.

INFORMATION ONLY

1. Treasurer Report, December 2007
2. Investment Report, December 2007

EXECUTIVE SESSION: None

ADJOURNMENT

The meeting was adjourned at 11:30 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : 3/18/08
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 – Vallejo HOGS (Harley Owners Group) 16th Annual Vernal Equinox Ride – March 30, 2008

RECOMMENDATION:

Approve the closure of Main Street between Railroad Avenue and First Street to allow for the Vallejo HOGS 16th Annual Vernal Equinox Harley Ride.

BACKGROUND:

The Vallejo HOGS or Harley Owners Group, have requested the closure of Main Street between Railroad Avenue and First Street and have requested that barricades be placed at these intersections. This will be the sixteenth year the Vallejo HOGS have celebrated the arrival of spring, or vernal equinox, and would like to kick off the 2008 season with a ride to Winters.

A live band has been scheduled to perform between the hours of 11:00 am – 4:00 pm, to be followed by a clean-up crew between 4:00 pm – 5:00 pm.

Ricky "Dallas" Freed, one of the event planners, will be present at the March 18, 2008 City Council meeting to answer any questions presented by the City Council members.

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: Ricky DAVIS FREED Organization: VALLEJO HOG

Address: 1600 SONOMA VJO CA Mailing address: SAME

Telephone: 707-643-1413 Today's Date: MARCH 5, 2008

Streets Requested: MAIN ST. BETWEEN RAILROAD & 1ST

Date of Street Closure: MARCH 30 Time(s) of Street Closure: 9A - 4P

Description of Activity: WOMEN ANNUAL VALLEJO HARLEY OWNERS GROUP VERNAL EQUINOX RIDE TO WINTERS!

Services Requested of the City:

**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. Putah Creek side 1 Main St		
2. Winters Healthcare 31/7/23 Main 3 sites		
3. Clark Central 9 Main		
4. HOWARD R. PROWSE 19 MAIN STREET		
5. Gino Medenti 35 Main		
6. Cheryl Bheuby 37 Main		Cheryl Bheuby
7. Elia Arce 43 Main		Elia Arce
8. MARELY 44 MAIN		
9. Tina Ireland 26 MAIN ST.		
10. Tanner/Winters Travel 22 MAIN		
11. Salli Becker 10 Main St		
12. Bonn Feeney LLP 100 Main St.		Jannine Hally
13. Sun Soaks 102 MAIN ST.		
14. Lisa Rogers 106 Main St		Lisa Rogers
15. WINTERS METRO PCS 47 MAIN ST		F.S.
16.		
17.		
18.		
19.		
20.		
21.		
22.		



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
RECOGNIZING "NATIONAL AGRICULTURE WEEK"**

WHEREAS, agriculture is the Nation's most basic industry and it's associated production, processing and marketing segments together provide more jobs than any other industry; and

WHEREAS, it is also very important to the local economy with Yolo County generating \$370,195,973 agricultural sales in 2006; and

WHEREAS, American agriculture deserves special recognition for its incredible achievements in feeding, clothing, and sheltering our country; and

WHEREAS, maintaining a healthy agriculture industry necessitates that all American consumers understand agriculture's effect on their lives and well-being; and

WHEREAS, Spring is an ideal time to recognize the contributions of the agriculture industry of the world.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS, do hereby proclaim March 16 – 22, 2008, as "National Agriculture Week" in the City of Winters in recognition of the importance of agriculture to our community.

PASSED AND ADOPTED this 18th day of March, 2008, by the following roll call vote:

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

Councilmember Cecilia Aguiar-Curry

Councilmember Harold Anderson

Councilmember Michael Martin

Councilmember Tom Stone

Mayor Woody Fridae

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
IN RECOGNITION OF RENATO ALBERTO MASSEI**

WHEREAS, Renato Alberto Massei was born in Santa Rosa, California on April 3, 1918, and will be turning 90 years old on April 3, 2008, and;

WHEREAS, Renato Alberto Massei is a first generation Italian American and a decorated World War II Veteran, serving in General George Patton's Third Army from 1942 to 1946, and;

WHEREAS, Renato Alberto Massei is an active member of the Winters Lions Club, assists with blood drives in Winters, and screens and interviews high school applications for Lions Club college scholarships, and;

WHEREAS, Renato Alberto Massei selflessly volunteers at various functions in Winters including the Earthquake Festival and Youth Day and is an active member of the Winters VFW, serving as an honor guard at all veteran's funerals and has participated with the VFW in Winters Youth Day Parades, and;

WHEREAS, for several years Renato Alberto Massei was a volunteer with the Gray Bears in Solano County, a food donation program, was active in the Lutheran Church, and was a past member of the Yolo County Rose Society, pruning roses around Yolo County, including the Yolo County Library in Woodland and parks in Winters, and;

WHEREAS, Renato Alberto Massei was also active in UNICO National, an Italian American Service Organization, whose members strive to honor, perpetuate and disseminate the Italian culture and ethnic heritage, and;

WHEREAS, Renato Alberto Massei worked for Borden's Dairy for 20 years, then went to work for the San Francisco Examiner as a distribution manager, where he retired to begin his own landscaping business and moved to Winters, where he continues to work two days a week in the Circulation Department at the Winters Express, and;

NOW, THEREFORE, BE IT PROCLAIMED by the Winters City Council, do hereby honor Renato Alberto Massei and proclaim our appreciation for his numerous contributions to our community and our congratulations on his 90th birthday.

PASSED AND ADOPTED this 18th day of March, 2008.

Council Member Cecilia Aguiar-Curry

Council Member Harold Anderson

Council Member Michael Martin

Council Member Tom Stone

Mayor Woody Fridae

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
RECOGNIZING THE 2008 WINTERS HIGH SCHOOL ACADEMIC DECATHLON TEAM**

WHEREAS, Krista Blandin, Justin Hyer, Andreina Prado, Andrew Fridae, T. J. Johnson, Ryan Hofstrand, Savanna Waldron, Arilene Ruiz and Derek Riley, are members of the 2008 Winters High School Academic Decathlon Team; and

WHEREAS, the Yolo County Academic Decathlon competition was established in 1982 in which teams of nine students, three with "C" averages, three with "B" averages and three with "A" averages, have the opportunity to compete in academic events; and

WHEREAS, the academic tests include the subjects of Economics, Art, Music, Language and Literature, Mathematics, Science, and Social Science; and

WHEREAS, additionally each team member gives a planned four minute speech, a two minute impromptu speech, a seven minute interview, has fifty minutes to write an essay and participates in the Super Quiz Oral Relay; and

WHEREAS, for the first time since the establishment of the Yolo County competition in 1982 the Winters Academic Decathlon team took first place in the county; and

WHEREAS, at the county competition, the Winters High School team scored 32,133 points with Varsity Team Members Derek Riley earning seven gold medals and one silver, Savanna Waldron earning one gold, three silver and three bronze, Ari Ruiz earning one gold, one silver and one bronze, Scholastic Team Members Andrew Fridae earning five gold, one silver and one bronze, T. J. Johnson earning one gold, two silver and three bronze, Ryan Hofstrand earning one gold, three silver and one bronze, Honor Team Members Krista Blandin earning one silver and one bronze, Justin Hyer earning one gold and two bronze and Andreina Prado earning two silver medals; and

WHEREAS, having won the county competition the team went on to represent Yolo County in the state competition, competing against teams from schools four to five times larger than Winters High, many with a class dedicated to Academic Decathlon, and

WHEREAS, at the state competition Krista Blandin was the high scorer for the Winters High School team, Andrew Fridae earned a gold medal in the interview category and Derek Riley earned a bronze medal in the interview category and was awarded a \$2,000 scholarship from Academic Decathlon.

NOW, THEREFORE, THE CITY OF WINTERS City Council on behalf of the Citizens of the City of Winters hereby recognize the accomplishments of the team, coaches, and parents of the Winters High School 2008 Academic Decathlon Team as both champions and great representatives of our community.

PASSED AND ADOPTED this 18th day of March, 2008:

Council Member Cecilia Aguiar-Curry

Council Member Harold Anderson

Council Member Michael Martin

Council Member Tom Stone

Mayor Woody Fridae

City Manager John W. Donlevy, Jr.

ATTEST, Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: March 18, 2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Management Analyst *CS*
SUBJECT: Review the Winters Putah Creek Nature Park Draft Master Plan and recommend the Draft Plan is included as part of the CEQA process for the Winters Putah Creek Nature Park.

RECOMMENDATION:

The Winters Putah Creek Committee (WPCC) has reviewed the Winters Putah Creek Nature Park Draft Master Plan and has found the Master Plan adequately addresses the many complex issues, proposed amenities and improvements within Winters Nature Park. The WPCC acceptance of the Draft Master Plan has been made subject to the Plan's compliance with the CEQA. Final recommendations from the WPCC will be provided after consideration following the CEQA process..

The WPCC recommends the Council review the Draft Master Plan. If the Council finds the Draft Master Plan is an acceptable conceptual plan, the Draft Master Plan can then move forward, to be included as part of the CEQA review and compliance process for the Winters Putah Creek Nature Park.

BACKGROUND:

In 1995, the City of Winters adopted the first Master Plan for Winters Putah Creek Nature Park, emphasizing recreational access and invasive weed control. More recent studies and workshops have also concluded that restoration of natural channel form and function as a fundamental step toward sustainable fish and wildlife habitat. The current channel is overly wide and deep, with an excess of open water and lack of floodplains (beaches) that limit the continuity of public access and diminish the land area available for wildlife habitat. The 2008 Master Plan is a conceptual document that assumes the creek will be realigned, bank slopes are modified, upper and lower loop trails link both sides of the creek, the percolation dam is removed, invasive plant species are removed, and the creek is replanted with native riparian plants. Since none of these measures were included in the original Winters Putah Creek Park Master Plan, the City of Winters commissioned this update to the original plan to incorporate greater opportunities for public access and sustainable fish and wildlife habitat by restoring

natural channel form and function.

Appendices included as part of this Draft Master Plan include: Property Ownership maps and clarification, summaries of the two Public Workshops, cost estimates, the WPCCC Vegetation Management Plan and 2006 River Parkway Application.

FISCAL IMPACT: None at this time, most of the efforts in the nature park have been funded through grants.

ACKNOWLEDGEMENTS

Winters City Council

Woody Fridae, Mayor
Michael Martin, Mayor Pro Tem
Tom Stone, Council Member
Harold Anderson, Council Member
Cecilia Curry, Council Member

Winters City Staff

John Donlevy, City Manager
Carol Scianna, Management Analyst, Public Works
Kate Kelly, Planning Manager
Dawn Van Dyke, Management Analyst, Grant Writer
Bruce Muramoto, Police Chief
Scott Dozier, Fire Chief

Winters Putah Creek Committee (both voting and non-voting)

David Springer, Chair
Joe Castro, Vice Chair
Eric Larson
Bill Biasi
Kurt Balasek
John Vickrey
Sarah Warren
Dennis Kilkenny

Liason Members:

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PUTAH CREEK NATURE PARK DRAFT MASTER PLAN

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Prepared for the City of Winters



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1. INTRODUCTION

Putah Creek Nature Park is a rare community asset— a relatively undeveloped mile stretch of creek that, for the most part, is publicly owned. It is a valuable resource for fostering environmental stewardship and love of the outdoors. In the 1990s, litigation over flows in Putah Creek culminated in formation of the Lower Putah Creek Coordinating Committee (LPCCC), hiring of a permanent Streamkeeper and establishment of a permanent fund to monitor fish and wildlife, manage vegetation and seek grant funds for further improvement of the creek channel. In 1995, the City of Winters adopted the first Master Plan for Winters Putah Creek Nature Park, emphasizing recreational access and invasive weed control. In 2002, the LPCCC obtained a grant to assess the physical and biological condition of Putah Creek. The LPCCC subsequently held a series of public meetings with creek-wide stakeholders to review the assessments and develop a Watershed Management Action Plan identifying priority actions supported by the community. Putah Creek stakeholders identified restoration of Winters Putah Creek Park as the highest priority. The Watershed Management Action Plan identified restoration of natural channel form and function as a fundamental step toward sustainable fish and wildlife habitat. In Winters Putah Creek Park, the natural form of the channel was altered for gravel extraction, floodwater conveyance and construction of aeration ponds. Invasive weeds flourished with these disturbances and further impacted channel form by trapping sediments and elevating the floodplains, increasing the distance to groundwater and diminishing the survival of native plant seedlings. A concrete percolation dam further altered the form and function of the channel. The current channel is overly wide and deep, with an excess of open water and lack of floodplains (beaches) that limit the continuity of public access and diminish the land area available for wildlife habitat. Water quality is diminished by warming due to the compound effect of excessive exposure to solar radiation (due to excessive width) and slow flows (due to excessive cross sectional area of open water). These fundamental issues require narrowing and realignment of the creek channel, removal of the percolation dam, construction of new floodplains and grading of existing floodplains. Since none of these measures were included in the original Winters Putah Creek Park Master Plan, the City of Winters commissioned this update to the original plan to incorporate greater opportunities for public access and sustainable fish and wildlife habitat by restoring natural channel form and function.

The 2008 Master Plan is a conceptual document that assumes the creek will be realigned, bank slopes are modified, upper and lower loop trails link both sides of the creek, the percolation dam is removed, invasive plant species are removed, and the creek is replanted with native riparian plants. At this time the Master Plan can only approximate the location of specific features and provide a description of how spaces might be used. Future phases of work will require detailed topographic surveys and grading analysis to determine specific locations for different features and trails. Even though the creek realignment is based on discussions with geomorphologists and data from other reaches of Putah Creek, the creek meander is a conceptual depiction. The exact layout will be designed by stream restorationists, taking into account soils, existing quality of bank habitat, the location of large native trees, and the removal of non-native plant species.

2. PROJECT HISTORY AND LOCATION

Putah Creek flows from its origin on Cobb Mountain in Lake County, through Lake Berryessa and Lake Solano, and after flowing through Winters, connects to the San Francisco Bay Delta through the Yolo Bypass. Prior to the completion of Monticello Dam in 1957, Putah Creek flows were uncontrolled and subject to seasonal flooding. Monticello Dam provides hydroelectric power and a regular supply of water to Solano and Yolo counties and regulates the water flow into Putah Creek. A portion of the flow is now diverted into the Putah South Canal above Lake Solano to serve Solano County irrigation needs. When full, the Solano Water Project stores 1.6 million acre feet of water.

Falling stream levels during the 1987-92 drought, the region's worst on record, triggered a dispute between the Solano Water Agency and the Putah Creek Council, who claimed that the reduced flow in the summers of 1989 and 1990 in particular had seriously threatened the health of the creek's native fish, violating the California Public Trust Doctrine and state protections for fish living downstream from dams.

In May of 2000 the Putah Creek Council, City of Davis, and U.C. Davis signed a permanent accord with the Solano County Water Agency, ending a 10-year dispute over Putah Creek water rights. The accord provides for about a 50 percent increase in flows during non-drought conditions, it sets forth detailed steps to minimize illegal pumping from the creek, and it specifies measures to be taken during any prolonged droughts to ensure that hardships caused by reduced water availability will be shared by all water beneficiaries. The increased flows benefit the creek's unique community of resident native fish like tule perch, Sacramento suckers and sculpin, and ocean-going steelhead and salmon. The settlement requires an annual flow of 31,000 acre-feet except during extended droughts, when flows may be reduced to about 25,000 acre feet.

The accord also created a management program to maximize the benefits to fish, wildlife and their habitats. It provided for funding of \$160,000 per year for creek restoration and monitoring, including fish and wildlife studies, salary for a streamkeeper to monitor the creek, and grants for native vegetation enhancement and riparian land conservation. The accord provided for the establishment of the Lower Putah Creek Coordinating Committee, which is composed of Yolo and Solano representatives that oversee implementation of the settlement, monitor and study the creek, and promote restoration projects.

Putah Creek is an integral part of the City of Winters natural and cultural history. The centerline of the Creek is both the city limit line and the Yolo-Solano county line, although the city owns most of the south bank as well. The creek has been a recreational asset since Winters was founded in 1875, but the creek bank also served as a dumping ground and was used for wastewater disposal until the early 1960's. With the effort to preserve flows, community interest in creek and habitat restoration was aroused.

In the mid-1990s state funding for urban stream restoration became available. The City of Winters and several citizens saw this as an opportunity to improve the recreational and habitat value of Putah Creek. In order to apply for grant funds, the City commissioned a master plan to identify improvements and recreational opportunities, map exotic plant species to be removed, and list

native riparian plantings appropriate for the creek. The 1995 master plan described a public area, the "Putah Creek Nature Park", which extends from the car bridge at Railroad Avenue east to Interstate 505, and ranges in width from 250 feet to 600 feet across the creek span. The 1995 plan included improvements to the Community Center grounds, trails located along existing banks and terraces, and entry points for public access to the water. It also provided a blueprint for community volunteer beautification projects. The master plan received an Honorable Mention award from the San Francisco Bay Area Trail Project's Creative Designs for Conservation in 1996.

3. SITE ANALYSIS

There are four significant man-made structures within the park boundaries. The first is the railroad trestle bridge, which was built in 1907 and was abandoned when the tracks were removed. The 1995 Master Plan proposed that the bridge be refurbished as a bike and pedestrian crossing. This rehabilitation project was completed in 2005, and the finished bridge now links the north and south banks and provides views up and down the creek.

The car bridge that connects Railroad Avenue with Putah Creek Road, just west of the railroad bridge, dates from 1914. Caltrans has ruled that this bridge does not meet current width standards and it is scheduled for replacement when funding is available. The current bridge design has no provisions for pedestrian travel, though the renovated railroad bridge serves that purpose and is the only safe means of crossing the creek at present.

The third structure is the percolation dam, which was built in the 1930s. The water behind the dam became a popular swimming hole for the community. The dam failed in 1952, and since then large sections have cracked, shifted and subsided. It no longer functions as a dam; the concrete is breaking apart and is regarded as unsafe by the city. Fish and Game has determined that the structure inhibits the migration of salmonids, both adults and juveniles. (See Appendix A) The 1995 master plan design presumed the dam would remain, but a grant has since been obtained to facilitate its removal. Currently the water below the dam is used as a swimming hole.

The fourth structure is the site of the former aeration ponds for the wastewater plant (referred to as the Putah Creek Flats later in this document), which were constructed on the south bank of the creek and adjacent to the percolation dam. Aerial photos show the ponds functioning in 1962 and apparently still in use in 1970. The remnants of the ponds are located in the widest part of the creek. The 1995 master plan did not propose any restructuring of this area, or any other changes to the geomorphology (natural formation) of the creek bed.

In this one-mile reach of Putah Creek, the stream channel has been altered beyond the creek's ability to self-correct. In the past, this section of creek bed was excavated and widened, creating a channel that is now too wide and deep for the creek to create its own natural meandering pattern of pool-riffle-run and deposition of silt onto the lower terrace. Earth and gravel removal and widening of the streambed is most apparent at the percolation dam and former aeration pond sites. In addition, most of the south bank and part of the north bank is too steep to allow for access to the water's edge.

After the long history of stream alterations for flood conveyance, gravel extraction, and neglect, invasive non-native plants gained a stronghold in this stretch of the creek. Large stands of eucalyptus, arundo, and Himalayan blackberry occupy the eastern half of the park site. These plants

and other invasives offer limited or no habitat value for native animals, fish and insects. They are so dense that it is nearly impossible to reach the creek bank, and they harbor rats, which prey on birds. Probably due to the excessive width of open water and relative lack of native vegetation, as well as proximity to residential development and Putah Creek Road, the native bird population is lower than in other reaches. Some eucalyptus trees (<12" trunk diameter) have been removed and efforts to control blackberry have been made under the Prop. 50 grant.

In addition to crowding out native species, invasive plants have made it impossible to reach the water in many areas. There are only three places on the south side where the water's edge is accessible, but these spots are disconnected from each other by steep banks, lack of floodplains and dense stretches of impenetrable non-native vegetation. The only location where it is possible to cross the creek at water level without wading is the surface of the broken percolation dam. In order to lessen the scouring effects of storms, large boulders of riprap line the banks on both sides of the dam, making it necessary to scramble over the boulders to reach the water's edge and the dam. Slow water flows in the vicinity of the dam cause algae to develop on the surface of the water in the summer, though the dam serves to skim off the algae to some extent, improving conditions for swimming. The Winters City Council at the August 7, 2007 meeting unanimously approved the removal of the dam, pending successful completion of the CEQA process. Downstream of the percolation dam is a newly installed rock weir (installed as part of Prop. 50 grant) that aerates the water as it flows over the rocks, and creates a small pool behind it.

Putah Creek Road borders the entire south bank of the creek within the Nature Park. This narrow country road predominantly serves local traffic and farm equipment, but is also a popular route for bicyclists. In many places the edge of pavement is approximately 10 feet from the top of the bank. The south bank is extremely steep, with little room to widen northward. Unless the banks are re-graded and soil is brought in it will not be possible to build a striped or separated bike trail along Putah Creek Road without realigning the road itself. Realignment will depend upon land acquisition, and is viewed as a long-range goal. Parking on the south bank is limited to three pull out areas for parallel parking on the shoulder. The pullouts have been used as opportunities to dispose of trash into the Creek. As the park develops, means must be provided for alleviating the increasing traffic conflicts and eliminating the dumping problem.

There is limited access to the creek from the bank tops. Most of the banks are very steep; some have less than a 1:1 slope. On the north bank there is a decomposed granite trail that extends from the railroad bridge to the existing wastewater pumping station that was built with volunteer efforts. The width of this trail does not meet the minimum 40" width required by ADA. A natural footpath created by foot and bicycle traffic extends from the pumping station all the way to the end of the public property at Wild Rose Lane. This path, which crosses privately owned land, is only a few feet wide and tends to be washed out by runoff from an apartment parking lot during heavy storms. Several small, casual footpaths lead from this upper bank trail to the water's edge.

The City's agreement with the developer of the Putah Creek Hamlet subdivision in the 1990's created a 100-foot wide city-owned easement between the new homes and the top of the bank. This area extends from the privately owned land west of Madrone Court east to Wild Rose Lane, and represents the largest expanse of easily accessed, restorable land within the city limits. Beginning in 2000, Winters volunteers planted native trees and shrubs within this upper terrace. These plants are filling in, providing a buffer between residential property and the creek. Acquisition of privately owned lands will be required to allow restoration work to be continued to the west towards the Community Center and east toward I-505.

4. PUBLIC PROCESS

The goal of this Master Plan is to capture the community's vision for the creek and guide the long range development of the park, to ensure that opportunities are identified and features well-planned. This Plan takes into account existing conditions, community concerns and desires, adjacent land uses, physical constraints, and agency requirements.

The current design concepts incorporate public comments received in two community workshops, meetings with the Winters Putah Creek Committee (WPCC), River Parkway grant requirements, and discussions with City staff. The public workshops were held in the spring of 2007 (see Appendix D for a list of the workshop comments). During the first workshop, background information on the River Parkway grant (its scope of work and requirements) and the mechanics of geomorphology were presented to the community. The process of natural creek formation, in which stream meanders create a series of regularly spaced riffles, runs and pools of deeper water were described. These presentations provided the public with background information on the creek's current condition, the pending percolation dam removal, vegetation management, creek realignment, and other master planning issues.

The key topics of discussion in the two public workshops were the removal of the percolation dam, eucalyptus tree removals, and the Creek's habitat value and water quality. Public comments from the first workshop, stream geomorphology concepts and a site analysis were distilled and overlaid onto a LIDAR (Light Detection and Ranging) topographic map to develop a conceptual plan for the park including new creek realignment, circulation patterns and access points. A draft plan was presented at the second public workshop and at a WPCC meeting, where additional comments and ideas were discussed. Key discussion points included:

- Improvements to the Park's recreational value
- Access improvements to the creek for swimming, fishing, and other recreation
- Improved safety
- Ecological sustainability
- The development of the Park as an educational resource
- The Park's contributions to the City's economic vitality

5. 2007 MASTER PLAN

The 2007 Master Plan is a long-range planning document to be used in managing the development of the one-mile stretch of creek between Railroad Avenue and I-505 and from 100 feet north of the top of the north bank, south to Putah Creek Road. The Master Plan goals are to integrate the park into the community fabric, support the City's economic vitality, provide access to a native riparian habitat and improve the ecological vitality of the creek. It includes circulation routes to and through the park, parking, conceptual creek realignments, accessible areas, recreational zones, and educational opportunities.

Goals for the park design and creek restoration are to create a creek environment that is self-sustaining and an ecologically sound environment that provides accessible and flexible recreational opportunities for the community. The Master Plan shows the conceptual creek layout and its relationship to other features and activities, proposed park uses and amenities, and connections to the Winters community.

5.1 Universal Access

Universal Design is a philosophy that is more than meeting the requirements of the law for accessibility. It is the creation of environments and amenities that are usable by all people, to the greatest extent possible, without the need for adaptation or specialization. Universal Design features should be incorporated into all of the park spaces and amenities so that people of all ages and abilities can experience the place - young and old, fit and out of shape, able-bodied and those needing assistance. For Putah Creek Nature Park, Universal Design means providing access to the entire creek experience, and not limiting access to only the upper bank. Park amenities include a range of seating heights; shaded, accessible paths; easily read signage and way finding; and gathering spaces.

5.2 Realigned Creek Channel

The conceptual layout of the realigned creek reflects the desired geomorphology for Putah Creek water flows. The proposed creek realignment narrows most of the creek to approximately 30 feet wide, with meanders and pools ranging from 130 to 240 feet apart. For the most part, the creek bed will be reduced in width and depth. Wide flood plains, or terraces, will fan out from the creek banks 30 feet to 100 feet on both sides of the creek. Where feasible, the creek banks will be extended, making the slopes less steep. These changes will return the creek to a dimension that reflects a more natural width and meander similar to the sections of the creek above and below this stretch, and set up conditions that can be naturally sustaining. The wide flood plain will allow the creek to move within its banks, make it possible to restore the native vegetation, and open the park to the community. The proposed realignment starts above the existing percolation dam and ends near the I-505 bridge.

By moving the narrowed creek channel to the center of the banks, there will be physical room for the creek to develop its own meander, especially in the widest section, where the old aeration ponds were located. This proposed flood plain area is approximately 300 feet wide. Based on the potential for future water flows and revegetation it is expected that the creek will be able to change its own course. This section of creek provides a laboratory for stream geomorphologic and biologic studies by researchers from UC Davis and elsewhere.

5.3 Trails

A safe, well-defined circulation system is critical for a successful park. The new circulation plan is based on looped upper and lower trails connecting the north and south banks, with well defined trailheads and dispersed parking.

5.3.1 Upper Loop Trail

The upper trail is the major all season pedestrian/bike trail. The existing bike trestle bridge to the west and a proposed pedestrian bridge at the east end of the park connect the north and south banks. This upper trail is 10 feet wide (north side) and 12 feet wide (south side), paved, and has several connection points into the community. The north bank trail will be used mostly by the Winters community, linking downtown with the residential

neighborhoods. At 12 feet wide, the south bank trail could accommodate touring bikes as well as pedestrian traffic. The upper trails are striped to ease bike and pedestrian circulation conflicts. The 10 foot width is large enough for emergency and city service vehicle access. The suggested pavement treatment is either stabilized earth (using a resinous binding material) or a combination of stabilized earth and decomposed granite. This is a durable, drivable surface that takes on the color of the native soil. Asphalt is not recommended. Asphalt installation and maintenance costs are higher than stabilized earth. The aesthetics of the earthen path are more in line with that of a nature park.

A portion of the existing north bank trail is constrained by the City's wastewater facility, a privately owned apartment complex, and the steep bank edge. In this stretch there is limited room to expand the trail to the proposed 10 foot width. An option to garner more space for the paved trail is to shift the fence lines of the City's wastewater facility and the apartment complex northward approximately 10 feet. This change would not interfere with the operations of the wastewater facility. The south edge of the wastewater facility is minimally landscaped and does not appear to have any permanent, restrictive features that would prohibit the installation of a trail in this space. However, expanding the trail adjacent to the apartments would require that part of the apartment building parking lot be acquired, or that a retaining wall and fill be provided to widen the trail toward the creek. Two parcels in this area are privately owned. Property on the east end of the park west of Interstate 505 is also under private ownership. To fulfill the Master Plan it will be necessary for the City to negotiate an easement or purchase of the land with these property owners.

5.3.2 Putah Creek Road

The possibility of making any changes to Putah Creek Road in order to construct an upper trail on the south side of the creek is dependent on negotiations with the City, Solano County and the affected property owners. Any changes to the layout and expansion of Putah Creek Road are constrained by the bank on the north side of the road and farming operations on the south. (See Statement on Property Ownership, Appendix B).

The Master Plan shows an off-road, 12 foot wide bike/ pedestrian trail adjacent to Putah Creek Road. Importing soil and regrading the steep slopes is one option included in the proposed improvements and can be accomplished during realignment of the creek. Contingent on this improvement, either a striped bike lane or an off-road paved trail for bikes and pedestrians could be built on the north side of Putah Creek Road.

Three options for providing a safer bike/ pedestrian trail are listed below. Only Option 1 is shown in the Master Plan drawing.

Option 1

Construct a separated path on the north side of the existing Putah Creek Road (in its current location). This option will require soil import and regrading of the slopes to provide space to cut a path. This option is not feasible until the creek realignment is completed, and the south bank slope is widened. This option, however, requires no land acquisition.

Option 2

Relocate Putah Creek Road south of its current location and use the existing road base for the new path and parking areas. This would require the acquisition of land, and may be cost prohibitive. This option is not dependent on completion of creek realignment.

Option 3

Extend the top of bank setback up to approximately 100 feet south (consistent with the north side of the creek) and relocate Putah Creek Road within the outer edge of the setback (approximately 70 feet south of its current location). This expanded setback provides more options for the creek bank slopes; creates an upper terrace with a wide separation between multi-use path and Putah Creek Road and; provides better parking opportunities and public access. This option requires the more land acquisition than Option 2 and is the most costly. This option is not dependent on completion of creek realignment.

5.3.3 Lower Loop Trail

The lower loop trail on both the north and south banks will be fully accessible, with the exception of some switch-back short cuts. Since the trail is located within the flood plain, its exact location may shift depending on the amount of seasonal flooding, where the creek meanders, and how the natural revegetation process evolves. For these reasons the lower trail will not be paved. Each spring after the rains have stopped the City can blade the paths, leveling the trail and making a smooth, hard surface, approximately four to five feet wide, with grades not to exceed 5%. Trail segments with limited access will be identified with signage.

The plans for construction of a new car bridge, which is scheduled for completion in 2009, include pedestrian walks and creek overlooks. With construction of the new bridge there is the potential to extend the lower creek trail west under the new bridge structure, and depending on discussions with the property owner, extend the trail to the top of the north bank connecting it with Wolfskill Ave.

5.3.4 Creek Crossings

The Master Plan includes three bridges connecting the upper trail at the east and west ends, providing a two-mile loop through the park and views up and down the creek. The existing car bridge and the restored trestle bridge at the Community Center are the western connection. The proposed eastern bridge will be a 12 foot wide structure, suitable for pedestrians and bikes. The preferred location is adjacent to or attached to the I-505 structure, dependent on approval by Caltrans.

5.4 Parking

The Master Plan has three south side trailheads, located on Putah Creek Road. The first is at the trestle bridge. When the new car bridge is built, a portion of Putah Creek Road will be realigned, and it appears that with this realignment it maybe possible to provide limited vehicle parking (five vehicles) near this bike trail. The second location, and the most problematic, is the main trailhead entry into the Putah Creek Flats section located at the bottom of the access ramp. Currently, there is a widened area that could accommodate up to 11 parallel parking spaces along the road edge. This would also be the area where school buses for field trips would unload, but not park. Since this will be a main entry into the creek, it is critical that the Putah Creek Road width be resolved before this access route is developed. The third location for parking is at the east end of the park, adjacent to I-505. There is a long, wide area that could accommodate up to eight vehicles. This is also a possible location for the future pedestrian bridge. To focus parking in the designated areas and to discourage dumping along the south bank edge, a post and cable fence and native

hedge plantings are proposed. If additional land is acquired as part of relocating Putah Creek Road, more options for parking may be developed.

On the north side of the park, parking is available at the Community Center parking lot and on adjacent streets. In addition, a limited amount of parking is proposed at the south end of East Street, as part of proposed modifications to the City's waste water treatment facility.

5.5 Site Amenities

Site amenities will include gateways, seating, overlooks, displays and signage, maps, fishing access, bike racks and trash containers. The style should be simple, classic, sturdy, architecture that blends with the natural surroundings and that reflect the rustic quality of the park. Building materials will include rocks and boulders, wood, stained concrete and metal. The design and materials need to be easily obtained and low-maintenance; and plans for the elements will have to meet the current codes and be approved by the City. It may be appropriate for some of these amenities to be community service construction projects by city volunteer groups.

5.5.1 Gateways

Gateways will mark the major trailheads into the park. They can physically span the trail, or mark the entry with a large, vertical structure or post (e.g. a totem). Gateways include the park name, a map of the park, trail signage and other educational displays. The gateways are located at the Community Center, the two Creekside Way open space sites, and the south trail leading to Putah Creek Flats. The trestle bridge and the future pedestrian bridge will serve as their own gateways. To encourage use of the trails by town visitors, the gateway nearest Railroad Avenue should be prominent.

5.5.2 Overlooks

Overlooks will be located off the main paved trails in areas with views up and down the creek. They will likely consist of shaded wood platforms with appropriate railings, and include a bench and a bike rack. Educational displays will describe particular features observable at that location and historical information.

5.5.3 Seating

Depending on the setting, benches, both refined and rustic, will be located throughout the park in shady areas with views onto the creek. Some will be along the trails and others will be set off the trail in quiet locations. Rustic seating can take the form of boulders and large wood logs (secured to the ground) arranged in clusters. The more refined areas will use the city's standard bench.

5.5.4 Signage and Displays

Park signage will include trail routes, educational displays with topics on the history of the town and the creek; riparian plants, animals and insects; the geomorphology of the creek; and information about salmon and steelhead migration. The park map will include trail locations and their accessibility factor (paved, unpaved, slope %).

5.5.5 Fishing Access

Fishing is an historical use of the creek and a specifically identified recreation activity. The Master Plan provides for improved access to the water's edge and better fish habitat. A series of gabions may be installed as part of the percolation dam removal. The gabions and the

surrounding area will improve fishing access by providing a steep drop off and room to swing a pole. These and other fishing areas will be connected to accessible trails. At this time a permanent fishing dock is not proposed because high flows can damage or destroy these structures

5.5.6 Bike Racks

Bike racks will be located on the upper loop trail at the overlooks, main gathering areas, and at the main picnic area in the Putah Creek Flats. The racks will be set off the path to provide unobstructed travel along the main trail. The metal racks will support bikes without kick stands, and will be suitable for U-shaped locking systems.

5.5.7 Trash and Recycling

Trash and recycling containers will be based on the City's standard, and will be securely mounted to discourage vandalism. The containers will be located at key pedestrian intersections along the trail, at trailheads and overlooks, and accessible to maintenance crews.

5.6 Restroom

A public restroom is a critical component of the park. The Master Plan provides for one restroom facility, located on Putah Creek Road near the main entry into Putah Creek Flats. This facility could be either a portable unit surrounded by a masonry block enclosure, or a prefabricated composting toilet structure, similar to those used in national parks. The location of this restroom will be based on the maintenance access and will balance road traffic-parking and vandalism conflicts. The building materials would need to be fire proof (concrete walls and metal roof), and the style reminiscent of national parks. Two restroom facilities are available on the north side of the railroad bridge, the Community Center (when opened), and a new public restroom that was built in the Rotary Park in 2007.

5.7 Programmatic Opportunities

Putah Creek Nature Park offers a unique opportunity as an outdoor classroom, as a place for civic venues, as well as recreational uses. The Park will also play an active role in the vibrancy and growth of the downtown. The Park and the adjacent businesses can become destinations, each encouraging more activity for the other. The Master Plan includes facilities and spaces that support a series of program opportunities. As access to the park is improved, certain areas, each with a distinctive flavor and use, will be available to the public. Specific areas can be reserved, providing revenue for the City.

5.7.1 Putah Creek Flats

Located at creek level, Putah Creek Flats is the four-acre area at the location of the old aeration ponds, and is one of two places along the creek where there is an existing flood plain. The Master Plan intends for the Flats to serve as a recreation area for families and school events. The Flats will offer easy access to the creek, man-made and natural history, and large open areas with clear views across the creek. A large picnic area with tables will be located above the typical high water mark. When the creek bed is re-sculpted, gravel bars and pools will develop at the bends, creating shallows, riffles and deeper water. Where gabions are installed, the bank edge will be taller and straighter, providing good fishing spots. The foot trails will be bladed clear each spring. Where needed, an accessible fabric (mobi-mat) can be installed that will facilitate access to the water's edge or other built features.

5.7.2 Community Center

The Community Center connects Putah Creek Nature Park with downtown and is the urban gateway into the park. Entry into the park from Railroad Avenue or Main Street should be clearly defined. As part of the park improvements the Master Plan strengthens the pedestrian connection between the park trail and the downtown. The first phase improvement, as described in Section 7, will be to build a wide, hard-paved walk leading from Rotary Park and the parking lot to the upper trail head at the existing oak tree and stage area. A large arbor will act as both a park gateway and a frame for the stage. This structure can support lights and scenery backdrop for the stage. This gateway may also be the entry to the Winters Art Walk. A second phase connector will be a pedestrian and bike path extending from Elliot Street to the new upper trail.

The area around the Community Center provides an opportunity for future civic development and a compact community arts area, including a renovated Community Center, a refurbished Rotary Park, a new community theater, and wide, open entries into the Park and the upper loop trail.

Steps will lead down from the trestle bridge and connect to the new trail at the stage backdrop. These steps will provide direct access to Railroad Avenue without having to go through the Community Center grounds.

5.7.3 Art Walk

The trail near the Community Center can be used to display of outdoor art and can provide a creative destination experience for community members and visitors, as well as an opportunity for the art community to show their interpretation of the park. The art pieces can be rotating exhibits, permanent or ephemeral, using man-made and/or natural materials to reflect the creek and local history. The walk can be organized as a treasure hunt, with art pieces located in unexpected places that take visitors throughout the park. The art walks are an opportunity for community involvement that can involve school art classes as well as amateur and professional artists.

5.7.4 City Wastewater Treatment and Well Facility Area

The City owned land at the wastewater treatment facility can provide another access point into the park. The Master Plan drawing shows modifications to the current facility, including a service road entry and handicapped accessible parking. This service road provides pedestrian and bike access to the upper loop trails. A grassy area, with informal seating, such as log benches or boulders, and picnic tables, can be a place for picnics or staging field trips. A nearby overlook will provide views to the widest area of the creek. The signage at this location could include photos and history of the percolation dam, as well as information about Lake Berryessa and Monticello Dam, and the role of water and flooding in the area's development. The cell tower on the facility grounds will remain indefinitely although it is recommended that the tower be removed when the current lease expires. In the meantime, it can be camouflaged to blend better with the surrounding environment.

A Nature Center would be a logical extension of the civic redevelopment associated with the development of the park. The large grassy area overlooking the Putah Creek Flats on the south side of the creek is a logical location for this type of facility. The Nature Center would support the educational components of the park, with displays describing the natural and cultural history of the bioregion. Constraints include parking and a narrow access street.

5.8 Vegetation Management

The benefits to restoring the native riparian flora to the creek include more and better quality foraging habitat for animals, birds and insects; development of a self-sustaining flood plain; better fish habitat including shaded banks for spawning; and increased access to the creek along the entire mile reach of the park.

The new park plantings will only include native plantings and will use species found in nearby reaches. Some of the more common native plants include alder, arroyo willow, black willow, box elder, California buckeye, buttonbush, cottonwood, coyote bush, creeping wild rye, elderberry, Gooding's willow, miner's lettuce, mugwort, Santa Barbara sedge, California sycamore, torrent sedge, toyon, yellow willow, western redbud and wild rose. The plants will be in arrangements typical of those found in the wild, and zoned according to the elevation above the low flow channel, where they would naturally occur, based on aspect, and relationships with other plants.

The Winters Putah Creek Committee has prepared a Vegetation Management Plan for the Park. This Plan outlines the general procedures for managing vegetation, both exotic (non-native) and native, within the 40 acre park. It describes the revegetation efforts to date, and provides a plan of action for the remaining areas. It also lists the major and most disruptive exotic plant species to be removed, species to be replanted, and a preliminary schedule when the removals and replanting would occur. A copy of the WPCC Vegetation Management Plan is included in Appendix F.

In order to keep the non-native plants from re-establishing themselves, it is critical that they be completely removed from each section. The eradication process will involve the application of herbicides and the use of mechanical means, and the removal of non-native trees and plants. It will be important to keep the surrounding neighbors informed of the process, removal and replanting schedule, and coordinate volunteer replanting parties. The large scale removals of the exotics will take place in 2008 through 2012, with natives replanted as soon after the removals as possible.

A regular, long-term monitoring and maintenance program will help ensure the successful removal of exotic, invasive vegetation and the successful establishment of new plantings along Putah Creek.

6. SAFETY

Putah Creek Nature Park offers an opportunity to experience the challenges of nature. A balance must be struck between nature and safety. The Park will not include man-made structures or features that are inherently unsafe. Emergency vehicles will have access to the entire length of the park via the paved upper trails. The new flood plains and lower loop trails will provide significantly more access to the creek area. Pedestrian lighting will be limited to those areas near the Community Center in order not to interfere with the creek's natural environment.

There is a mutual aid agreement currently in place between the City of Winters Police Department, Winters Fire Department and Solano County Sheriffs Department and Vacaville and Dixon Fire

Protection Districts. Technically, all resources and improvements to the site will be protected by official patrol/law enforcement. Practically, it will take a strong commitment from the local community and neighbors to educate visitors of the park on proper use, report abuses and use the site in a proper manner themselves.

7. IMPLEMENTATION PLAN

7.1 Phasing

Putah Creek Nature Park has an uncertain implementation schedule that will be determined by the City's annual funding cycles and by grant awards. The following items (located on city-owned property) are not dependent on the completion of the creek realignment, and can be designed and built in the near future:

- Removal of the percolation dam
- Build steps from the trestle bridge to the trail
- Pave the trail from the trestle bridge/Community Center to the Waste Water Treatment facility
- Install a paved, accessible path from the Rotary Park parking lot to the north side trail
- Build overlooks and gateways on city-owned property
- Develop area west of wastewater treatment plant as described in 5.7.4

The upper and lower trail work is dependent on the completion of the creek realignment, securing easements and land acquisition, and obtaining grant funding. In addition, the pedestrian bridge will likely require a lengthy planning/permitting process.

The environmental review process is underway for many aspects of the planned park improvements. Additional environmental review may be needed as park plans are changed.

7.2 Volunteer Opportunities

To foster environmental stewardship and have the community adopt the role of park protector it is important to engage the entire community in projects that enhance the park. For several years the community has been an active participant in the development of Putah Creek Nature Park, and the revised Master Plan provides additional opportunities for public involvement in implementing many of the proposed improvements.

Future projects that may lend themselves to community participation include:

- Creek clean up
- Replanting native plants
- Construction and maintenance of foot trails
- Weeding newly planted areas including the native grasses.
- Making trail maps
- Building overlooks and gateways
- Installing trail markers
- Designing the Art Walk

7.3 Funding Sources

The Putah Creek Nature Park can also serve as a revenue source for the City. The Community Center and Park can be the setting for meetings or conferences on creek restoration, practical applications, bioregional conferences and events, professional society meetings (engineers, landscape architects, planners, and science and art teachers). Putah Creek Flats can be reserved for large group events, field trips, meetings, and conferences.

This Master Plan will be used to support grant applications for funding future construction projects; to develop City maintenance and construction budgets; and to identify volunteer construction projects. The following grants have been awarded:

1. Prop. 12 – 2000 Park Bond Act: \$36,000 for trail improvements, benches, garbage/recycling cans, information kiosks, plant and wildlife signage.
2. Prop. 50 – California River Parkway I: \$451,763 in grant money, and \$185,120 from other sources for the removal of the percolation dam, floodplain restoration and revegetation.
3. Calfed Program: \$539,490 for hedgerow plantings to deter illegal dumping, bank stabilization and enhanced wildlife migration at Putah Creek and Dry Creek.

The following are grants submitted (but not yet awarded), or possible future grants:

1. Farm and Ranch Cleanup (CIWMB) - \$50,000 for removal of solid waste (asphalt, concrete and trash primarily in Dry Creek/Hwy 128 and Dry Creek/Putah Creek confluence.
2. Off Highway Vehicle Restoration (submitted): \$50,000 for post and cable barriers along the south bank (Putah Creek Road) and No Trespassing/No Vehicle Access signage.
3. Prop. 50 River Parkway III-submitted: \$800,000 to realign the low flow channel of Putah Creek from the Winters Car Bridge to the Percolation Dam along the south bank. Create three new acres of functional floodplains (beaches).

The California State Dept. of Parks (www.parks.ca.gov, 916-653-7423) is another source of grants and bonds specifically targeting the acquisition of outdoor recreation areas, trails, picnic and cultural areas.

Other potential funding sources include:

California Outdoor Recreation Planning Program (CORP)-
Phone: Planning Division at 916-653-9901 or
Email planning@parks.ca.gov

The federal Transportation Enhancements (TE) program funds
<http://www.enhancements.org/index.asp>

8. COST OPINION

To assist the City with implementation and phasing, developing budgets, fund raising and grant applications, a spread sheet identifying specific construction items (e.g. trails, overlooks, signage) and

an opinion of construction costs is included in Appendix E. This matrix uses 2007 construction and materials costs for major park components. It does not include costs for permits or land acquisition.

APPENDIX

- A Fish and Game Letter, dated April 6, 2007
- B Property Ownership
- C 2007 Master Plan Graphics
- D Workshops
- E 2007 Cost Opinion
- F WPCC Vegetation Management Plan
- G 2006 River Parkway Application

Appendix A

**Department of Fish and Game
Letter Dated April 06, 2007**



DEPARTMENT OF FISH AND GAME

<http://www.dfg.ca.gov>

North Central Region

1701 Nimbus Road, Suite A

Rancho Cordova, CA 95670

(916) 358-2900



April 6, 2007

Mr. John Donlevy, City Manager
City of Winter
318 First Street
Winters, CA 95694

Dear Mr. Donlevy:

In May of 2006, The Department of Fish and Game (Department) was contacted by the Lower Putah Creek Coordinating Committee (LPCCC) to discuss the potential removal of various fish passage impediments occurring within Putah Creek, Yolo County. The Department conducted site visits in conjunction with the LPCCC to identify appropriate fish passage remedies.

As a follow-up to the initial site visit of May 2006, on March 16, 2007, Mr. Michael Healey and Mr. James J. Navicky of the Department conducted a site visit to the "percolation dam" to evaluate its status with respect to its potential as a migration barrier. The percolation dam is a collapsed and abandoned structure occurring in the active channel of Putah Creek near the city of Winters California. The Department has determined that the percolation dam inhibits the migration of salmonids, both adults and juveniles, within Putah Creek due to obscure flows through the collapsed dam and due to the accumulation of debris against the dam.

The Department, in general, supports the removal of non-natural in-stream structures when these structures may impede salmonid migration, especially if these structures serve no biological utility. Removal of the percolation dam, as proposed by LPCCC will compliment many of the restoration projects already completed by the LPCCC. If you have any questions or need further assistance, please contact Mr. James J. Navicky at (916) 358-2926.

Sincerely,

Kent Smith
Acting Assistant Regional Manager

Conserving California's Wildlife Since 1870

Appendix B

Property Ownership

(includes statement and parcel maps)

Property Ownership

Private Ownership of the property within the banks of Putah Creek adds another layer of complexity to the ultimate park design. At the time of the 2007 Master Plan's adoption, approximate limits of the City's ownership of the creek were the top of the north bank- from the car bridge to the end of the Creekside subdivision line that ends at Wild Rose Ln. (with the exception of three parcels- behind Creekside Apartments 32 E. Main St., 104 and 106 Caselli Ct). On the south bank- top of the south bank- from the car bridge to Johnson Road.

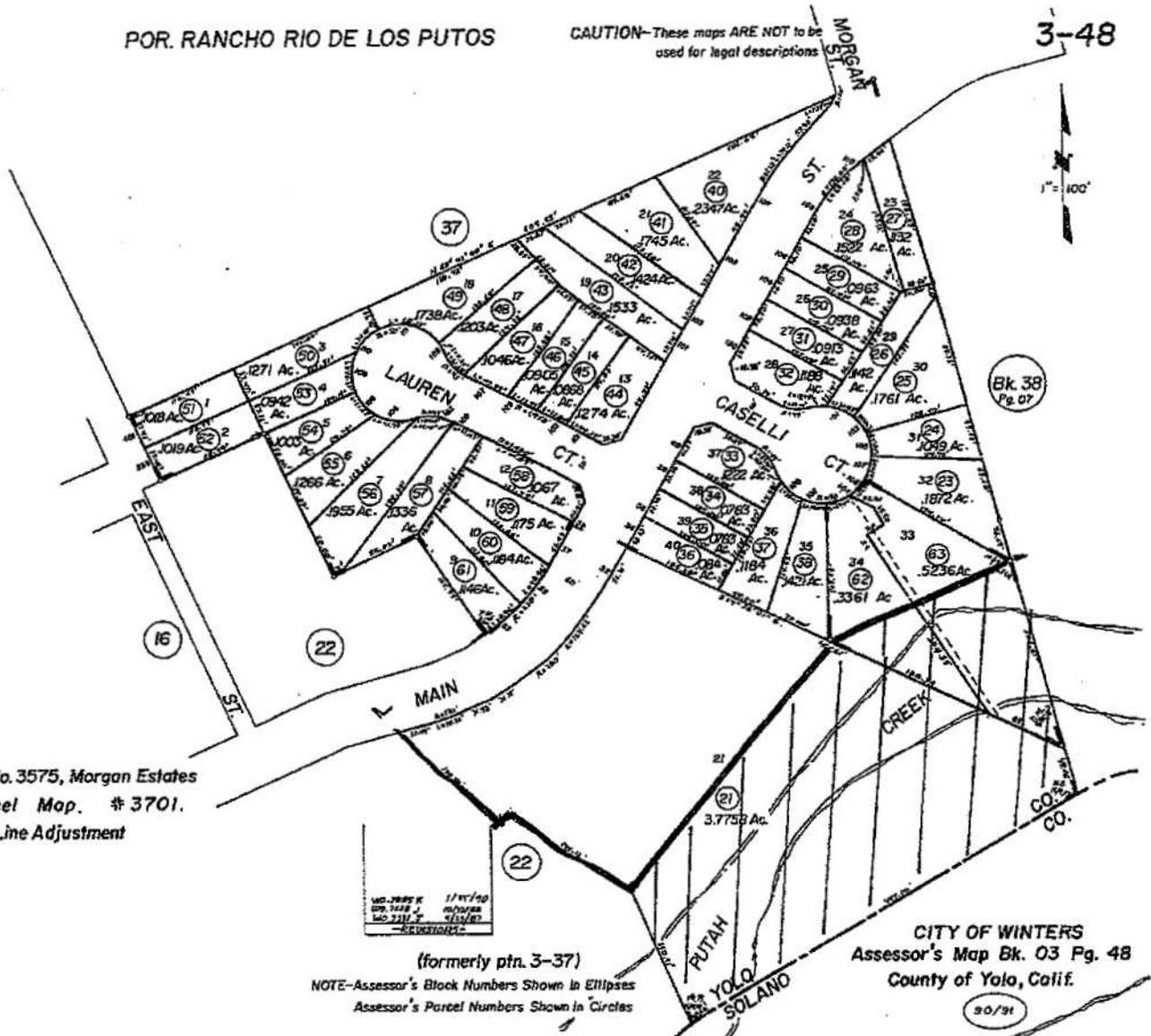
The remaining property to the east was owned by Solano County and private individuals. The land south of Putah Creek Road was also privately owned. In addition, the Yolo County and Solano County boundary is the centerline of the creek.

The 2007 Master Plan documents a wide range of improvements for Putah Creek based on a long-term community vision. The vision encompasses both City owned and privately owned property, but makes no assumptions with regard to the timing of improvements on privately owned property. The Master Plan was adopted with the clear understanding that the City will need to negotiate with the property owners before any improvements can be made. No work will be done in privately owned land without the land owner's consent. As adjacent properties come forward for development, development agreements will be negotiated that may include provisions that support the park's master plan concepts.

POR. RANCHO RIO DE LOS PUTOS

CAUTION-These maps ARE NOT to be used for legal descriptions

3-48



M. Bk. 15, Pg. 9, 10- Tract No. 3575, Morgan Estates
 P.M. Bk. 9, Pg. 30, 31- Parcel Map. # 3701.
 M.&S. Bk. 12, Pg. 69- Lot Line Adjustment

NO. 2888 K 1/11/79
 DR. 2118 J 10/1/79
 NO. 2311 K 1/12/80
 -EXHIBIT-

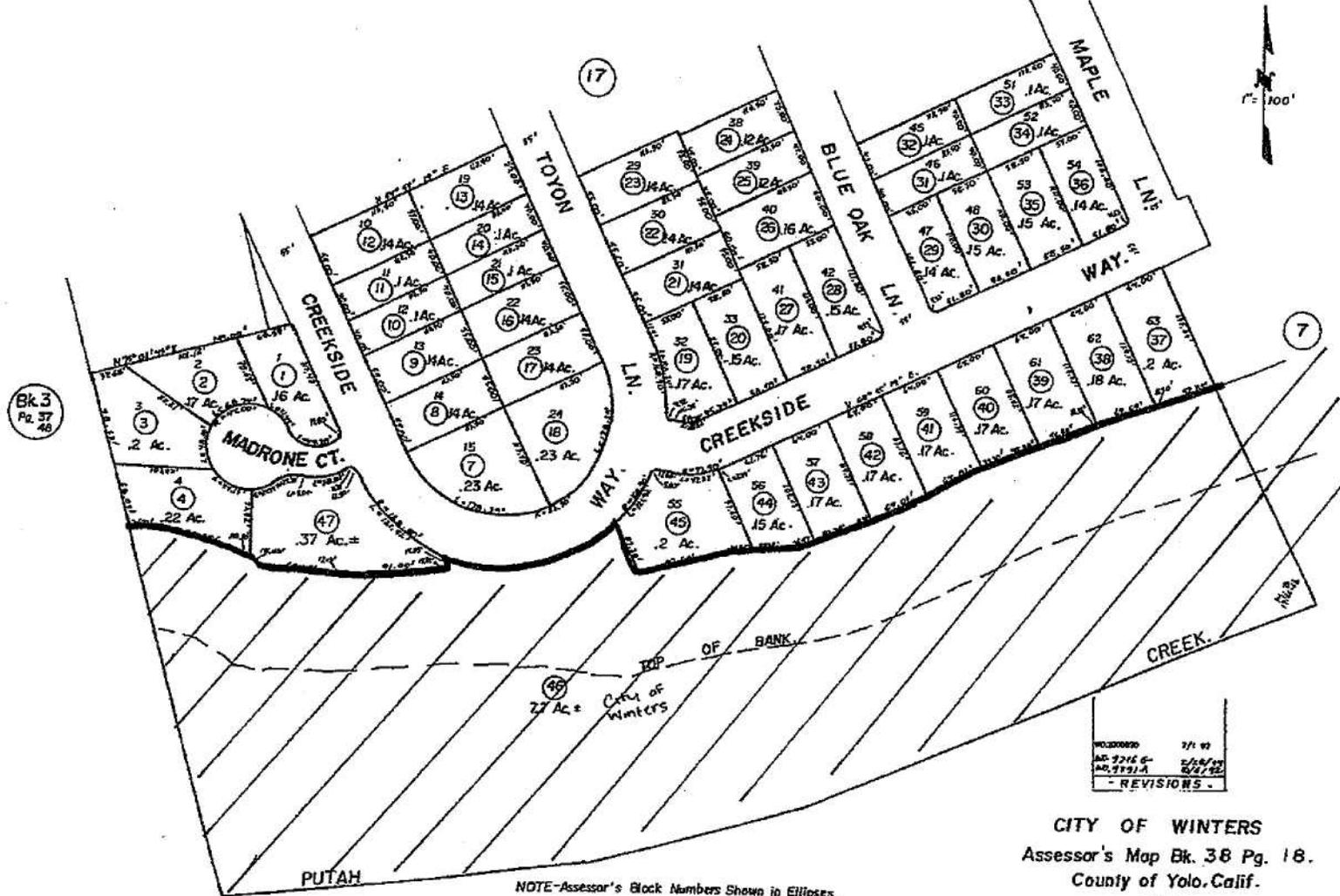
(formerly ptn. 3-37)

NOTE-Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

CITY OF WINTERS
 Assessor's Map Bk. 03 Pg. 48
 County of Yolo, Calif.

00/91

2



NO. 200000	7/1/01
AC 9216 G	2/28/01
AD 2721 A	6/2/02
- REVISIONS -	

CITY OF WINTERS
Assessor's Map Bk. 38 Pg. 18.
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
M.B. Bk. 17, Pg. 66-68 - Putah Creek Hamlet \approx 4069. (formerly por 38-07)

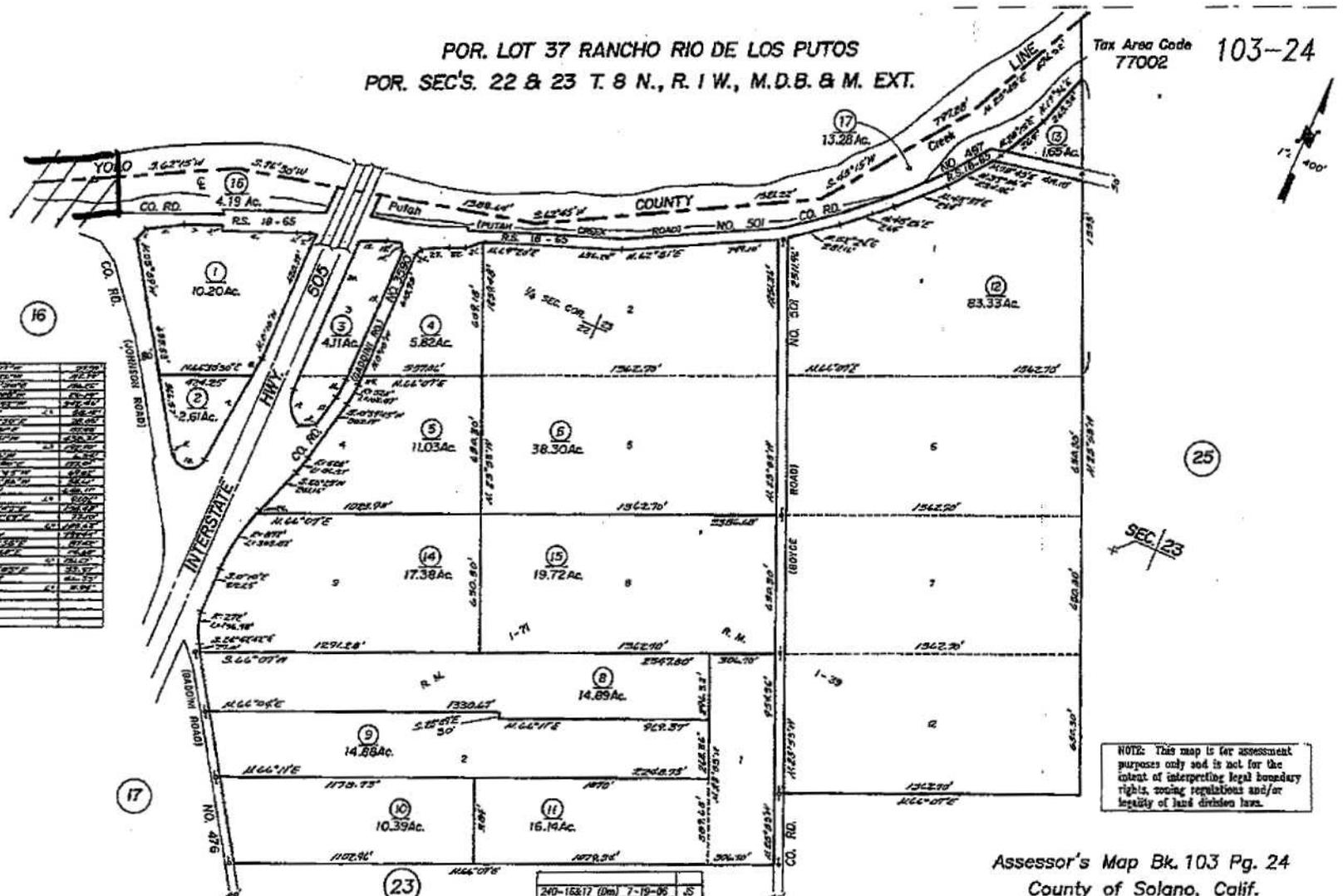
00/01 JUL 2 2000



POR. LOT 37 RANCHO RIO DE LOS PUTOS
 POR. SEC'S. 22 & 23 T. 8 N., R. 1 W., M.D.B. & M. EXT.

Tax Area Code 77002 103-24

1	10.20Ac
2	2.61Ac
3	4.11Ac
4	5.82Ac
5	11.03Ac
6	38.30Ac
7	19.72Ac
8	14.89Ac
9	14.88Ac
10	10.39Ac
11	16.14Ac
12	83.33Ac



NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

Assessor's Map Bk. 103 Pg. 24
 County of Solano, Calif.

E. Wolfskill Tract , R. M. Bk. 1 Pg. 39 B 60
 Wolfskill 1000 Acre Tract , R. M. Bk. 1 Pg. 71

240-15&17 (Dm)	7-19-06	JS
240-14&15	4-25-06	PD
R.S. 18-65	11-25-87	SS
240-13 Ac. Cor.	2-28-78	DEW
REVISION:	DATE	BY

NOTE: Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles
 Copyright © 1995 Solano County Assessor-Fecordr. All rights Reserved

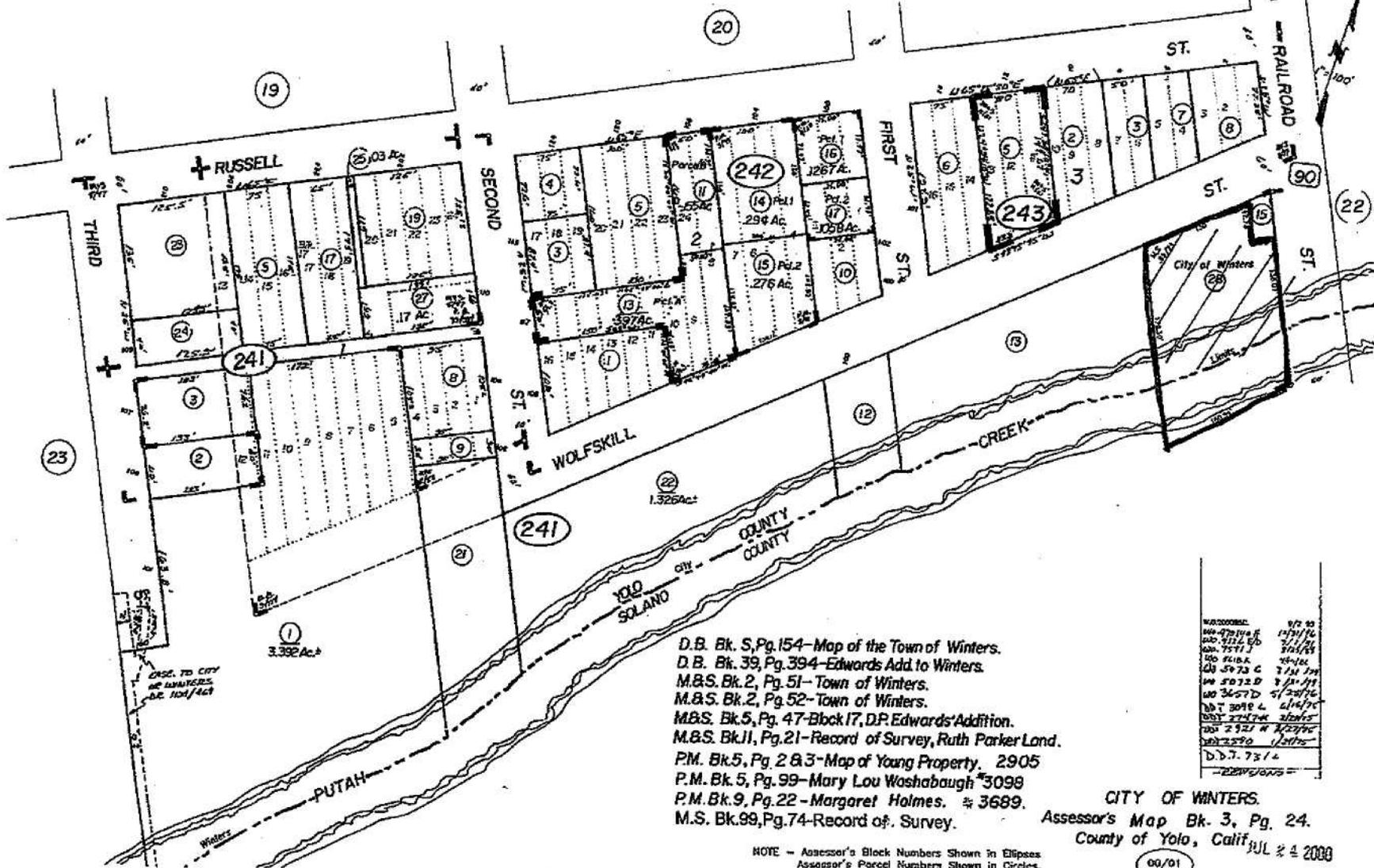
07-08



POR. SEC. 21 & POR. SEC. 28, T. 8 N., R. 1 W., M.D.B. & M.

CAUTION—These maps ARE NOT to be used for legal descriptions.

3-24



WADSWORTH	972 30
100-470104 E	1/17/16
100-471150 D	2/1/16
100-75117 J	3/1/16
100-80104 K	4/1/16
100-5073 C	5/1/16
100-5072 D	6/1/16
100-3657 D	7/1/16
100-3098 L	8/1/16
100-27474 K	9/1/16
100-2921 H	10/1/16
100-22570	11/1/16
D.D.T. 7314	

00/01

57

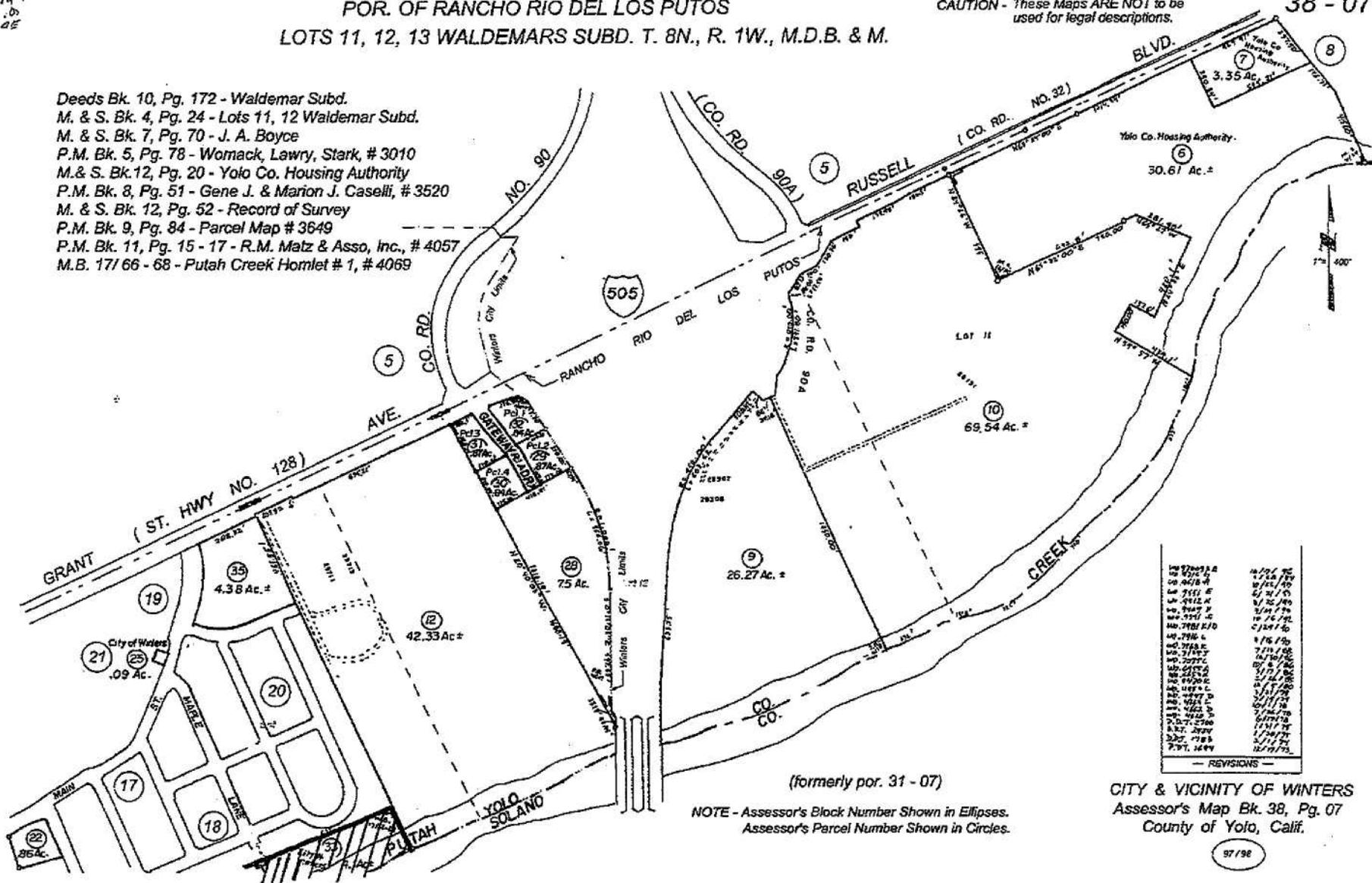
14
D
25

POR. OF RANCHO RIO DEL LOS PUTOS
LOTS 11, 12, 13 WALDEMARS SUBD. T. 8N., R. 1W., M.D.B. & M.

CAUTION - These Maps ARE NOT to be used for legal descriptions.

38 - 07

Deeds Bk. 10, Pg. 172 - Waldemar Subd.
M. & S. Bk. 4, Pg. 24 - Lots 11, 12 Waldemar Subd.
M. & S. Bk. 7, Pg. 70 - J. A. Boyce
P.M. Bk. 5, Pg. 78 - Womack, Lawry, Stark, # 3010
M. & S. Bk. 12, Pg. 20 - Yolo Co. Housing Authority
P.M. Bk. 8, Pg. 51 - Gene J. & Marion J. Caselli, # 3520
M. & S. Bk. 12, Pg. 52 - Record of Survey
P.M. Bk. 9, Pg. 84 - Parcel Map # 3649
P.M. Bk. 11, Pg. 15 - 17 - R.M. Matz & Asso, Inc., # 4057
M.B. 17166 - 68 - Putah Creek Homlet # 1, # 4069



1970092 A	10/21/75
1970092 B	1/22/76
1970092 C	10/21/75
1970092 D	10/21/75
1970092 E	10/21/75
1970092 F	10/21/75
1970092 G	10/21/75
1970092 H	10/21/75
1970092 I	10/21/75
1970092 J	10/21/75
1970092 K	10/21/75
1970092 L	10/21/75
1970092 M	10/21/75
1970092 N	10/21/75
1970092 O	10/21/75
1970092 P	10/21/75
1970092 Q	10/21/75
1970092 R	10/21/75
1970092 S	10/21/75
1970092 T	10/21/75
1970092 U	10/21/75
1970092 V	10/21/75
1970092 W	10/21/75
1970092 X	10/21/75
1970092 Y	10/21/75
1970092 Z	10/21/75

(formerly por. 31 - 07)

NOTE - Assessor's Block Number Shown in Ellipses.
Assessor's Parcel Number Shown in Circles.

CITY & VICINITY OF WINTERS
Assessor's Map Bk. 38, Pg. 07
County of Yolo, Calif.

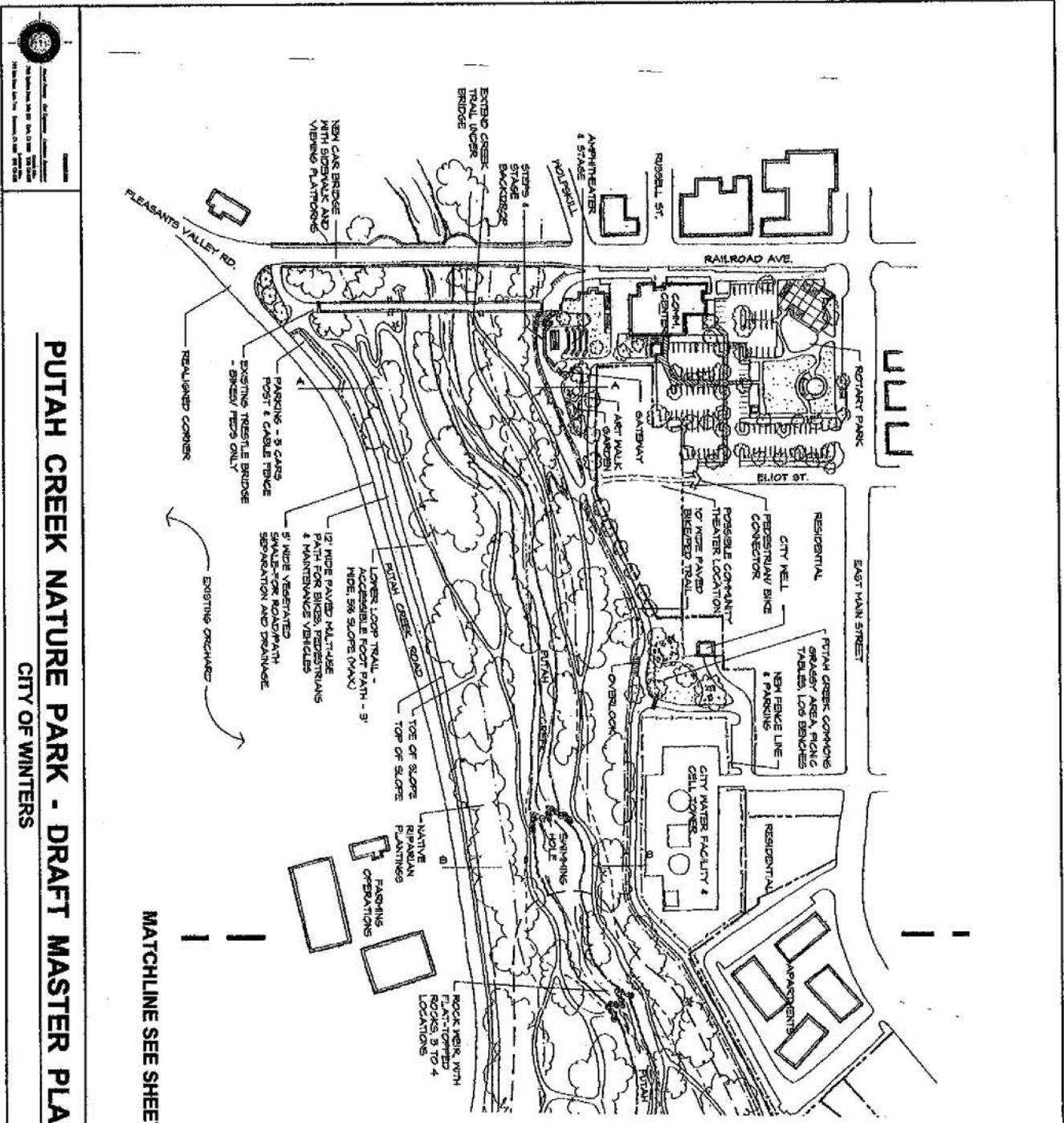
97/98



Appendix C

2008 Master Plan

(includes 2008 Site Plan and Cross Sections, photos of site amenities)



PUTAH CREEK NATURE PARK - DRAFT MASTER PLAN

CITY OF WINTERS

MATCHLINE SEE SHEET 2



COMMUNITY CENTER & PARK ENTRY

- IMPROVED PEDESTRIAN ACCESS TO CREEK TRAIL
- BACKDROP FOR STAGE PRODUCTIONS
- STAIRS FROM TRAIL TO TRIPLE BRIDGE
- STRENGTHEN PEDESTRIAN & BIKE CONNECTIONS
- PAVED ENTRY WALK
- BIKE PARKING
- BENCHES
- ACCESS TO PARK
- SHADE AND VIEW
- BUSH ART WALK
- COMMUNITY THEATER
- NATURE CENTER
- CREEK ACCESS BELOW CAR BRIDGE
- ACCESS TO LOWER TERRACE & WATER

CITY WATER FACILITY

- IMPROVED ACCESS TO PARK & TRAIL
- NEW PARKING
- GRASSY AREA WITH PICNIC TABLES, BENCHES
- GATEWAY AND OVERLOOK
- CAMOUFLAGED CELL TOWER



City of Winters, California
 2007
 11/15/07
 11/15/07

PUTAH CREEK "FLATS"

THIS IS THE WEST PORTION OF THE CREEK BED, BY EXPANDING ON THE EXISTING CONDITIONS THIS 4 ACRE AREA IS LARGE ENOUGH FOR MANY ACTIVITIES. THE DESIGNER WHO WANTS TO ENHANCE THE CREEK, FAMILIES, COMMUNITY EVENTS, SCHOOL TRIPS THE

FAMILY RECREATION AREA

- NICE LOWER TERRACE
- PICNIC TABLES
- ACCESSIBLE TRAILS
- ROCK SPOTS
- ROCK CROSSINGS
- SHADE AREAS
- OPEN VIEWS & ACCESS TO THE WATER
- PIC PARKING SPACES
- SIGNAGE AND MAP
- TRASH CANS
- TOILET OR PORTA-POTTY
- LIMITED PARKING ALONG PUTAH CREEK ROAD

OUTDOOR CLASSROOM

- ACCESSIBLE GATHERING AREA FOR OUTDOOR STUDIES
- PICNIC TABLES
- RANGER STYLE SEATING AREA
- TRAILS
- SIGNAGE

HISTORY AND LITERATURE

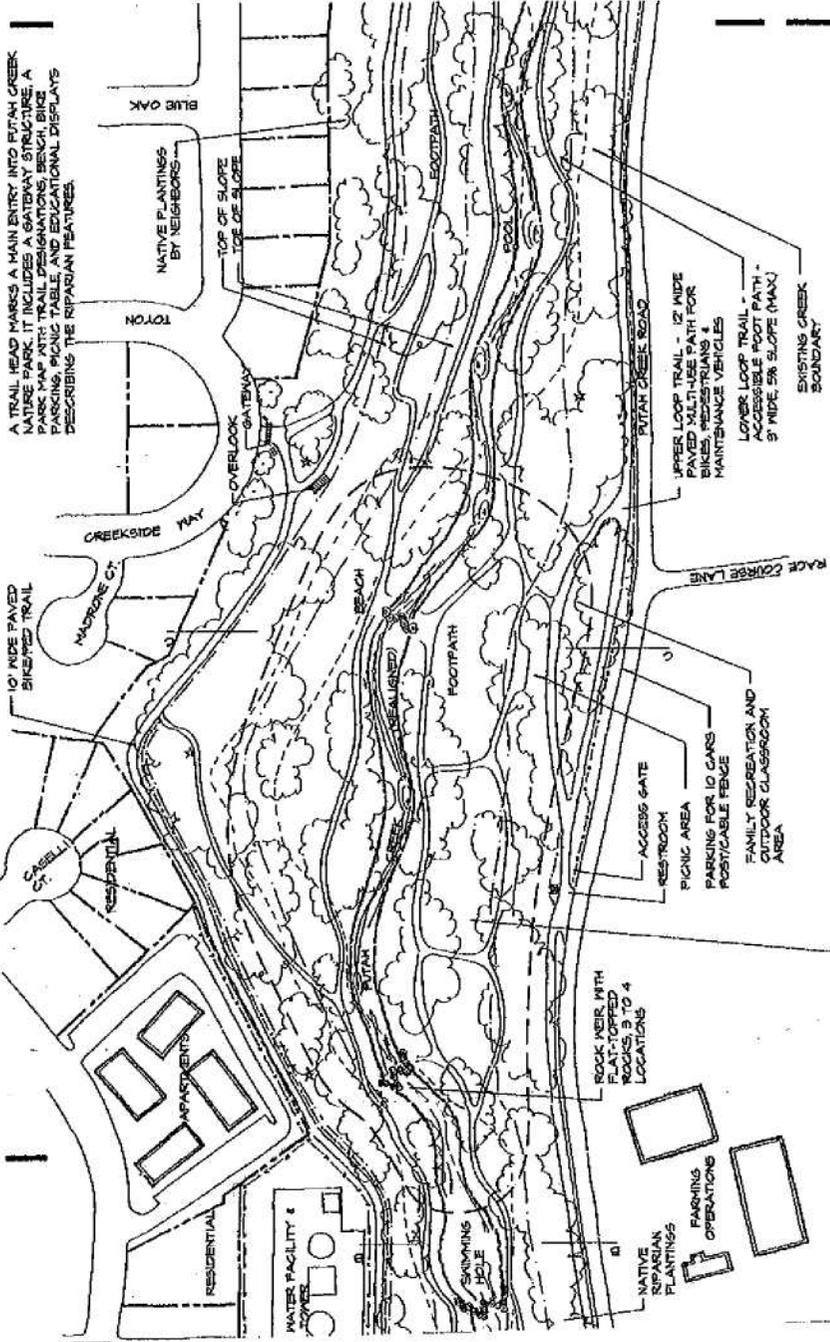
- CREEK HISTORY
- WINTERS HISTORY
- NATIVE AMERICAN HISTORY
- EARLY CALIFORNIA
- AGRICULTURE
- POETRY

SCIENCE

- RIPARIAN HABITAT
- STREAM SCIENCE/ECOLOGY
- WETLANDS
- FISH HABITAT
- CRITTERS
- SOIL

ART

- NATIVE MOTIFS
- LOCAL MATERIALS FROM THE CREEK
- COLORS AND DYES
- HANDPRINTS
- PATTERNS



PUTAH CREEK FLATS

THIS AREA PROVIDES THE BEST OPPORTUNITY FOR THE INTERPRETATION OF THE CREEK. IT INCLUDES ACCESSIBLE MAINTENANCE TRAILS, ACCESS TO THE WATER, PICNIC SPOTS, SIGNAGE DEMONSTRATION PLANTINGS, NESTING BOXES, AND FISHING BANKS. A SERIES OF ROCK WEIRS ARE PLACED ACROSS THE CREEK TO AERATE THE WATER, DEVELOP SOME DEEPER POOLS AND PROVIDE SPOTS FOR FOOT CROSSINGS IN LOW WATER.

MATCHLINE - SEE SHEET 3



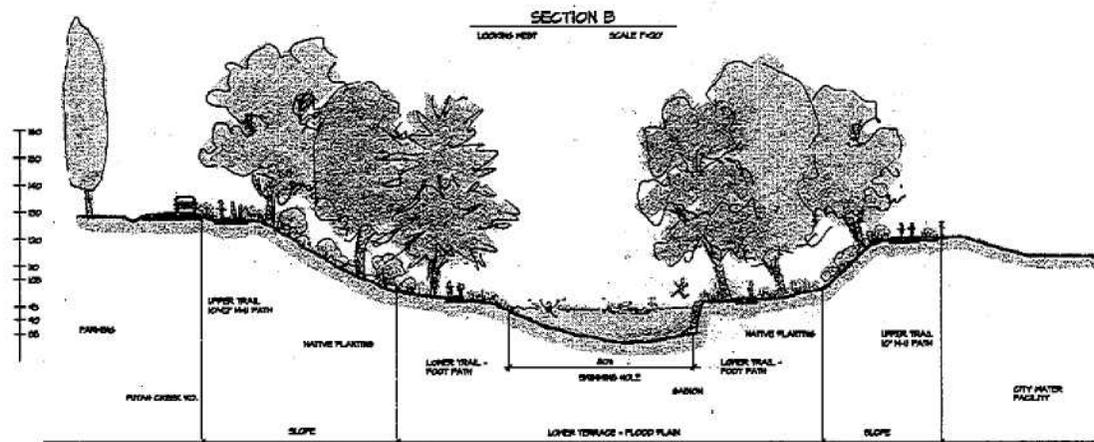
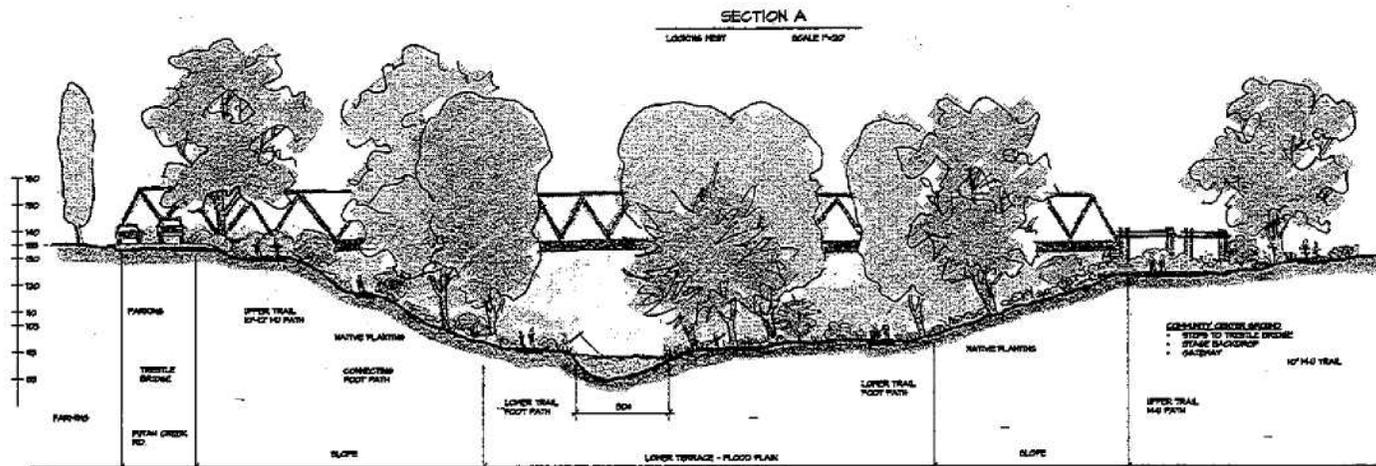
PUTAH CREEK NATURE PARK - DRAFT MASTER PLAN

CITY OF WINTERS

SHEET 2 OF 3
OCTOBER 2007



MATCHLINE - SEE SHEET 1



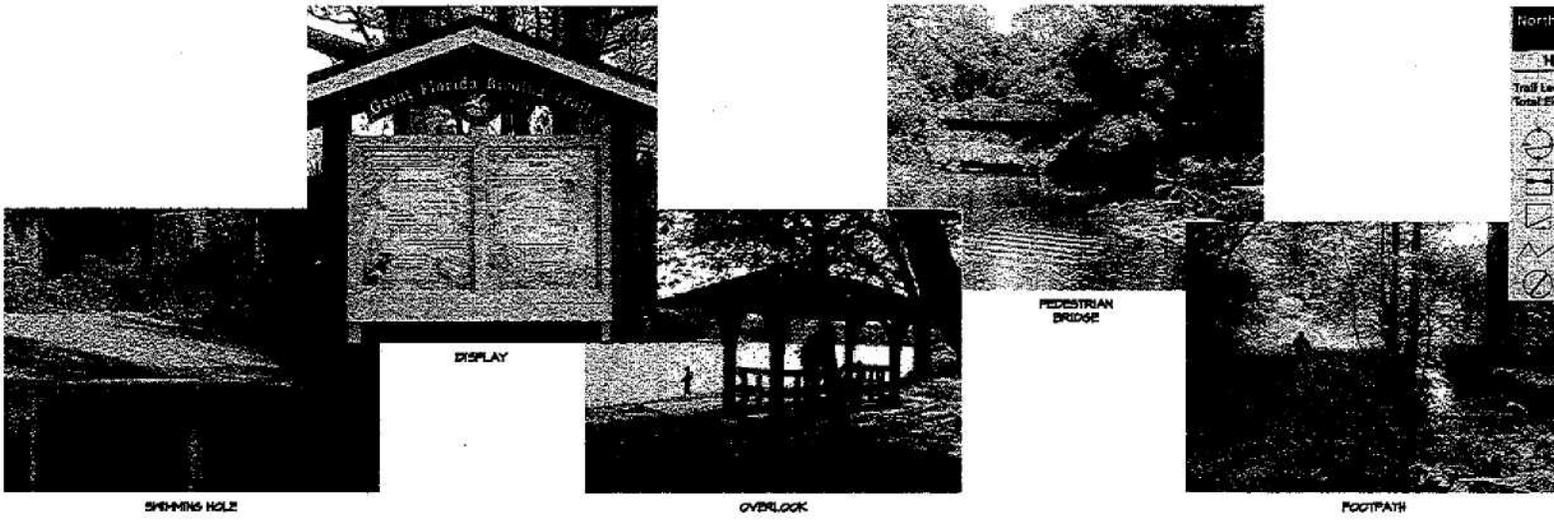
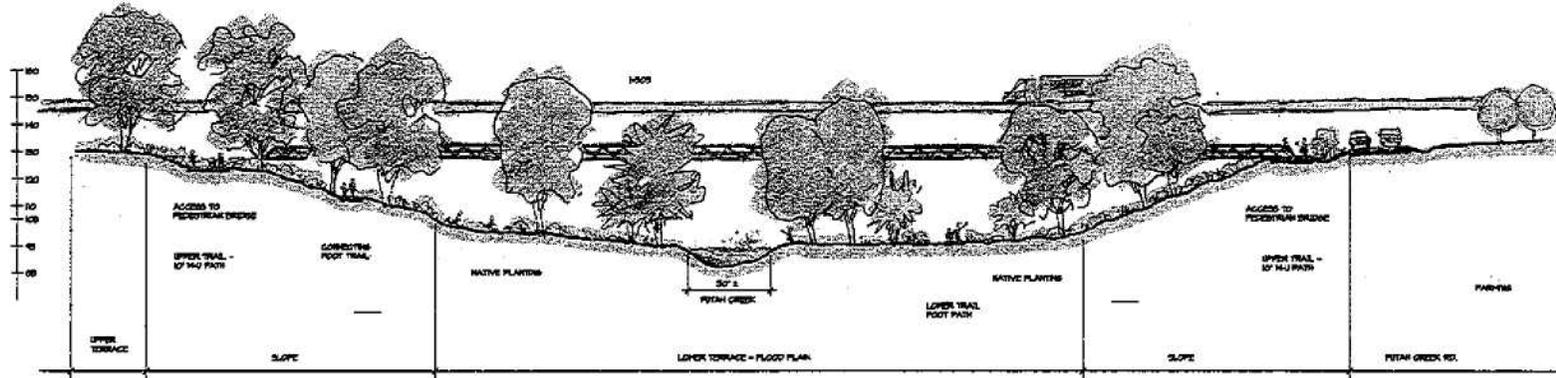
PUTAH CREEK NATURE PARK MASTER PLAN
CROSS SECTIONS 'A' & 'B'

OCTOBER 2007
CITY OF WINTERS

CONTRACTOR
 Project Number - Civil Engineering - Landscape Architecture
 200 Spotted Wood, Suite 200 • Davis, CA 95618 • (530) 756-7000
 100 1st Street, San Francisco • (415) 774-1000 • (415) 774-1001

SECTION E

LOOKING EAST SCALE 1/8" = 1'-0"



North Cliverton

HAPPY CREEK NATURE TRAIL

Trail Length: 4.9 Mile (7.9 Kilometers)
 Total Elevation Change: 50 Foot (15 Meters)

	Green Stairs: 4 to 25'
	Trail Width: 4 Feet (1.2 Meters)
	Tackles: 4 to 1.5"
	Fence: Boardwalk
	Obstacle: Steep Slopes

CONTRACTOR
 Project Planning & Civil Engineering - Landscape Architecture
 2000 Redwood Court, Suite 207 • San Jose, CA 95128 • (408) 253-4300
 2700 20th Street, Suite 100 • San Francisco, CA 94132 • (415) 433-2000

PUTAH CREEK NATURE PARK MASTER PLAN
CROSS SECTION 'E' & IMAGES

OCTOBER 2007
 CITY OF WINTERS

Appendix D

Public Workshops

Putah Creek Nature Park Master Plan
Workshop #1
Saturday, March 10, 2007

This is a summary list of the comments recorded during the 1st Workshop.

GOALS:

- Improve recreational value
- Improve access to the creek
- Improve safety
- Ecological sustainability
- Educational resource
- Contribute to economic vitality

OPPORTUNITIES:

- Rope swing/recreational value/beach area
- Modify to improve safety and family friendliness
- Reduce erosion
- Riparian corridor
- Create/maintain public access
- Create natural bridge
- Better access and flat areas
- Maintain current depth
- Improve water quality
- Keep stream in natural state
- Future benefits
- Skim the scum
- Improve fish and fishing (trout and salmon)
- Creekside parking/vehicular access
- Improve walking trails/connectivity
- Art walk
- Interpretive signs
- Restore native vegetation
- Neighborhood input/public participation
- Community-based decisions
- Modifications to flow/plan
- Pulse flows in winter
- Lifeguard staff
- Control off-road vehicle access
- Modify natural channel width
- Removal of invasive weeds
- Make information available on city website
- Dogs/facilities
- Gateway to creek
- Increase diversity of habitat
- Trash and recycling
- Public school access/use

- Removal of obstructions to gravel
- Police presence
- Public awareness with monthly newsletter (water bill)
- Identify safety concerns/issues

ISSUES/CONCERNS:

- Cost
- Management plan
- Public access
- Water quality/spillage
- Beaver dams
- Rustic charm
- Impacts of privately owned sections
- Flooding
- Environmental impacts
- Sentimental value
- No vehicular access
- Police presence/patrolling
- Increase water flows
- Improve what we have
- Risk of unknown consequences
- Altering water flow
- Recreational value
- Restoration vs. recreation
- Focus on Winters
- Keep stream in natural state
- Keep dam and modify to improve safety and family friendliness
- Damage to existing vegetation/clear-cutting
- Tree removal
- Fishery analysis
- Spraying
- Canyon Creek Resort upstream effects
- Steep banks
- Adherence to CEQA process
- Liability concerns
- Hang-out place
- Scum
- Future impacts
- Swimming hole
- Percolation dam
- Inappropriate uses
- Coordinated efforts
- Lack of communication/understanding/ notification
- Maintenance plan
- Teenage input needs to be heard
- Native vs. non-native approach – look at specific plant

Putah Creek Nature Park Master Plan
Workshop #2
Saturday, May 24, 2007

The following is a summary of the park issue and elements the public recorded on large maps of the park. The comments have been organized under general topics.

Creek Features

- Provide family picnic and beach areas for a balanced use
- Weirs to crossable by foot
- Use weir to create Lake Winters [again]
- Paddle boats
- Swimming in the creek
- Why change the creek bed?
- How is it being changed?
- Locate beaches away from 505 & pollution spills
- Add new percolation dam
- Eastern beach [near I-505] too remote, invites wild parties

Habitat

- Creek restoration to promote salmon and other fish habitat
- New plan to support fish and wildlife resources
- No further pollution in the creek [sewage spills]
- Clean the existing sand
- More native vegetation and screening [to replace lost vegetation]

Safety

- Regular police patrol on bike and/or foot
- Docents on busy days for eyes/safety
- Solar powered lights on bike path
- No light pollution
- Non-invasive lights-out by 10 pm
- No lights

Circulation

- Put pathways as far from houses and apartments as possible
- Have pathways less than 10 ft. wide
- Unpaved paths are okay
- Extend main path to county housing
- Hard and soft paths
- Safe bike route
- Put a path on intermediate terrace
- Use pervious surface for path [no asphalt]
- Connected loop trails – upper and lower
- Connect apartment complex to the trail

Putah Creek Road

Parking needed

Post & chain fence to prevent parking on private property and on-ramp to 505 Vacaville

Expand Putah Creek Rd. for bikes and parking

Site Amenities

Art Walk locations

Metal sculpture for Art Walk

Sculpture gardens (kids)

Play garden

Science Center

Picnic areas

Living fences instead of walls-prevent graffiti

Dog poop stations with biodegradable bags, replenished by the city

City Facilities and Maintenance

Structures design style to be classic, rustic, natural look and materials-to blend with

Winters' small town character and ambiance

Phasing Plan needed

Phased construction possible with grants

Does City have money to keep parks clean and weeds mowed?

Prevent stormwater run-off from impervious surfaces into the creek

Remove cell tower

Relocate pumping plant and use area for restroom/community building, parking lot

Appendix E

Opinion of Estimated Costs

PUTAH CREEK NATURE PARK, WINTERS

LANDSCAPE ARCHITECT'S OPINION OF PROBABLE CONSTRUCTION COSTS

Purpose: Project Budgeting

Based on the Draft Master Plan dated October 2007

Last Revised: October 10, 2007

DRAFT

The line items and associated unit costs are to be used for estimating costs for discrete portions for work. The unit cost may vary up or down, based on the project location and difficulty or restrictions in installation.

Item	Description	Qty	Units	Unit Cost	Total-Materials & Labor
Site Preparation and Grading - Unit costs unknown, too many variables					
1	Clearing and Grubbing				\$ -
2	Misc. Demolition and removals				\$ -
3	Clearing & Removals				\$ -
Site Mobilization & Demolition Sub-Total:					\$ -
Grading & Drainage - Unit costs unknown, too many variables					
4	Rough Grading				\$ -
5	Finish Grading				\$ -
6	Imported Soil				\$ -
7	Erosion Control				\$ -
8	Drainage				\$ -
Grading & Drainage Sub-Total:					\$ -
Creek Rechannellization: Costs dependent on grant application requirements - Unit cost unknown, too many variables					
9	Demolition		LF		\$ -
10	Excavation		LS		\$ -
11	De-watering		LF		\$ -
12	Grading		LF		\$ -
13	Gabions		LF		\$ -
14	Revetments		LF		\$ -
15	Rock Weirs		LS		\$ -
16	Revegetation		LF		\$ -
Creek Rechannellization Sub-Total:					\$ -
Site Utilities - Some unit costs unknown, too many variables					
17	Sewer		LF		\$ -
18	Domestic Water Service w/ meter, backflow preventor at City Water well site		EA		\$ -
19	Domestic water line- 1"		LF		\$ -
20	Electrical connection		LS		\$ -
21	Pedestrian path lights, 120' on center, Community Center area only		EA	\$ 3,000	\$ -
Site Utilities Sub-Total:					\$ -
Paving					
22	AC paving - parking at City Wwater site	4,800	SF	\$ 6	\$ 27,600
23	AC paving - parking along Putah Creek Road	11,200	SF	\$ 6	\$ 67,200
24	Trails-Soil with resin binder -10' wide (upper loop trail north)	62,500	SF	\$ 7	\$ 437,500
25	Trails-Soil with resin binder - 12' wide (upper loop trail south)	62,500	SF	\$ 7	\$ 437,500
26	Concrete paving (at Community Center)	1200	SF	\$ 7	\$ 8,400
27	Concrete steps and handrails at Trestle Bridge connection	1	LS	\$ 10,000	\$ 10,000
28	Accessible Trail Mat (removable)	1	EA	\$ 1,000	\$ 1,000
29	Bladed trails (first spring)	14000	LF	\$ 1	\$ 7,000
Paving Sub-Total:					\$ 996,200
All	Trails-Decomposed Granite (upper loop trail-north)		SF	\$ 2.50	\$ -
Site Amenities					
30	Seat Wall - at grassy area	300	SF	\$ 20	\$ 6,000
31	Accessible Drinking Fountain	1	EA	\$ 4,000	\$ 4,000
32	Picnic table	6	EA	\$ 1,200	\$ 7,200
33	Trash Receptacle	10	EA	\$ 800	\$ 8,000
34	Restroom Structure (Pre-fabricated)	1	EA	\$ 80,000	\$ 80,000
35	Restroom Enclosure for portable toilet	1	EA	\$ 30,000	\$ 30,000
36	Overlook	3	EA	\$ 5,000	\$ 15,000
37	Stage Arbor-Backdrop	1	LS	\$ 5,000	\$ 5,000
38	Kiosk / Informational Board	6	EA	\$ 800	\$ 4,800
39	Signage - map, wayfinding, educational	10	EA	\$ 500	\$ 5,000
40	Park Sign	4	EA	\$ 1,000	\$ 4,000
41	Boulders for seating (not part of rip-rap, weirs)	10	EA	\$ 150	\$ 1,500
42	Prefabricated bench	6	EA	\$ 1,200	\$ 7,200
43	Log bench	10	EA	\$ 300	\$ 3,000
44	Gateway	4	EA	\$ 5,000	\$ 20,000
45	Flagpole	1	EA	\$ 1,000	\$ 1,000
46	Fencing - post and cable	4300	LF	\$ 10	\$ 43,000
47	Retaining wall at City Wwater plant, Restroom	900	SF	\$ 40	\$ 36,000
48	New fencing at Apartments and City Wwater plant	720	LF	\$ 20	\$ 14,400
Site Amenities Sub-Total:					\$ 280,700

		Qty	Units	Unit Cost	Total
	Pedestrian Bridge				
49	Prefab bridge - upper trail	1	EA	\$ 450,000	\$ 450,000
				Pedestrian Bridges Subtotal:	\$ 450,000
	Planting				
50	Native trees, shrubs ground covers within creek zone		SF	\$ 2.00	\$ -
51	Ornamental plantings		SF	\$ 2.50	\$ -
52	Turf (sod) for park near water facility		SF	\$ 1.00	\$ -
				Planting Sub-Total:	\$ -
	Irrigation				
53	Irrigation System		SF	\$ 2	\$ -
				Irrigation Sub-Total:	\$ -
	Maintenance:				
54	90-Day Maintenance Period		SF	\$ 0.10	\$ -
55	6' Temporary Construction Fence, rented		LF	\$ 4	\$ -
				Maintenance Sub-Total:	\$ -

The following categories are to be included in calculating the budgets for each construction project. These percentages of the construction budget are approximations.

Site Mobilization / Demobilization	3%		
Staking and Surveying	2%		
Geotechnical Inspection and Testing	2%		
Inspection and Permits	8%		
Contingency	20%		
Design Fees - Improvement Plans	10%		
Construction Management	5%		

Notes:

1	In providing opinions of probable construction cost, the Client understands that the Landscape Architect has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Landscape Architect's qualifications and experience. The Landscape Architect makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
2	This opinion of probable cost was based on the Preliminary Master Plan dated October 2007 for the Putah Creek Nature Park Master Plan, which has not yet been approved. Actual quantities may vary during the construction of this project.
3	This opinion of costs assumes that the improvements will occur in multiple phases; and additional costs may be incurred. Costs also assume competitive bidding.
4	This opinion of costs DOES NOT include costs for the following items: a. Engineering, construction management and soils testing, except as noted. b. Joint trench utility costs (PG & E, Pacific Bell and CATV). Undergrounding or relocation of existing overhead utility lines. c. Permits or other City, Agency fees. d. Any costs related to environmental assessment or the mitigation of any contamination, endangered species or archeological resources. e. Costs for land, financing, bonds and easements. f. Design and construction phase costs. Protection of trees. g. Demolition, except as noted in Opinion of Costs. h. Off-site improvements, except as noted.
5	Unit costs are July 2007 basis. Costs will be reviewed and updated annually as part of the City's CIP process.
6	This opinion assumes payment of prevailing wages.
7	Not every line item will have a unit quantity or cost. The particular line item may have too much variability, making any figure irrelevant. These Line Items are included as a reminder of particular elements that will need to be quantified as specific projects are developed.

Appendix E

WPCC Vegetation Management Plan
(Adopted December 2007- not included in Council packet)

Appendix G

2006 River Parkway Grant Application

2006 River Parkway Application: Winters Putah Creek Park Phase 2 Channel Realignment Lower Putah Creek Coordinating Committee

The Lower Putah Creek Coordinating Committee with Solano County Water Agency as fiscal agent proposes to realign the channel of lower Putah Creek through a south bank terrace at Winters Putah Creek Park and restore floodplains where they are absent by filling in a portion of the existing channel.

Winters Putah Creek Park consists of the channel and both banks of Putah Creek from the Winters Car Bridge to Highway 505. It is approximately one mile long and 250 feet wide. The Winters Putah Creek Park Master Plan calls for enhanced public access, invasive weed control and maintenance of natural vegetation. There is a partially completed overlook trail on the north bank of the park and a few undeveloped foot paths elsewhere in the park. Himalayan blackberries, eucalyptus and other invasive weeds are the dominant vegetative cover. Dense growth of Himalayan blackberries and scattered clumps of arundo along the edge of the low flow channel have trapped sediments in high flows and cut-off normal floodplain function. Floodplain slopes are inverted in many areas with the elevation at the edge of the low flow channel higher than the elevation at the toe of the bank. Past gravel mining operations, manipulation of the channel for flood conveyance and sewer aeration ponds have created a large pool throughout most of Winters Putah Creek Park that lacks natural form and function and has poor habitat quality for fish and wildlife.

The Resources Agency awarded a River Parkway grant for Phase 1 of Winters Putah Creek Park restoration consisting of removal of the derelict Winters Percolation Dam and restoration of floodplains for 200 feet downstream. The current proposal would continue restoration downstream by realigning the channel of lower Putah Creek through a five acre south bank terrace that contains long abandoned sewer aeration ponds. The terrace was evidently created by pushing up gravel from the bed of lower Putah Creek in the summer months when the channel was dry.

The Phase 2 channel realignment project would create a design channel through the south bank terrace and block the flow in the current channel with eucalyptus log revetments. Remnant levees from the abandoned sewer ponds would be graded and accumulated sediments and gravel that was originally borrowed from the channel would be returned to create new floodplains on the north bank where they are absent.

The Phase 2 project would restore natural form and function to a thousand feet of creek channel and five acres of floodplain. It would provide continuity for a north bank creek edge trail and facilitate access to the channel for maintenance. It would mobilize gravels from the south bank terrace through natural stream migration and create new salmon spawning habitat. It would restore functional floodplain elevation that would sustain natural riparian vegetation and enhance wildlife habitat quality. It would use on-site materials including eucalyptus logs fill and willow wattles.

Winters Putah Creek Park Conceptual Restoration Plan

Legend

- 1 Little or No Floodplain Requiring Channel Boundary Fill
- 2 Possible Channel Realignment and Edge-of-Constructed Floodplain
- 3 Phase 1 Perc Dam Removal/River Parkway Grant Awarded 2005
- 4 Phase 2 Channel Realignment/River Parkway Proposal for 2006
- 5 Phase 3 Channel Realignment/River Parkway Proposal for 2007
- 6 Phase 4 Channel Realignment/River Parkway Proposal for 2008





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 18, 2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Elliot Landes, Associate
SUBJECT: Prop. 1B and TDA Pavement Maintenance

RECOMMENDATION:

Recommendation: The Council approve staff's recommendation to proceed to RFP for two pavement projects:

- 1) Use \$400,000 of Prop. 1B funding to do slurry seal maintenance on seven miles of streets in five areas of Winters.
- 2) Use Transportation Development Act (TDA) funding to do an overlay repair of deteriorated streets in the area around the intersection of Hemenway and Rosa streets.

BACKGROUND:

Prop. 1B funding is currently available to the City, in the amount of \$400,000. The slurry seal treatment, a coating of oil and small aggregate, is inexpensive and widely recommended as an extremely cost-effective maintenance procedure. It typically adds five to seven years of life to streets that are seven to ten years of age.

The staff has identified five areas of town, with streets seven to ten years old, to receive slurry seal application. The list of streets is shown below.

The total area is 140,000 square yards. Based on City Engineer Asa Utterback's analysis, the proposal would limit the slurry seal to 100,000 square yards, selected by evaluating the pavement condition. The City would use \$270,000 to do the actual slurry seal treatment and the remainder for overhead and more intensive work in specific spots that need it. His analysis is included below.

In a separate project, Transportation Development Act funds are available to do overlay repair work in an area that has been deteriorated for a long time - the streets around the intersection of Rosa and Hemenway. Staff would like to proceed to an RFP for this project as well. This project would call for an overlay repair. This process involves removing damaged material and the placement of a new layer of asphalt, one and a half to three and a half inches thick. An overlay can extend the life of the street by 20-25 years.

FISCAL IMPACT: None: all funding will be from Prop. 1B and TDA.

Streets list:

Area	Street	Part	
1	Quail Pl.		3 Niemann St.
	Southdown Ct.		Village Circle
	Suffolk Pl.		Berryessa Ct.
	Southdown T.		Hillview Lane
	Hampshire Ct.		Almeria Ave.
	Columbia Way		Martinez Way
	Dorset Ct.		Malaga Way
	Kennedy Dr.		4 Walnut Lane
	Eisenhower Way		Colby Lane
	Hoover St.		Almond Lane
	Roosevelt Ave.		Broadview Lane
	Taft Ct.		Orchard Lane
2	Main St.	North of Grant ave.	5 st. East of Morgan
	Ivy Ct.		White Oak Lane
	Lupine Way		East Main
	Aster Way		St. East of Morgan
	Ivy Loop		Madrone Ct.
	Snapdragon St.		Creedside Way
	Ficus Way		Toyon Lane
	Foxglove Circle		Blue Oak Lane
	Cemetary Dr.		Manzanita Way
	Luis Pl.		Redbud Lane
	Plum Pl.		Maple Lane
	Pear Pl.		Wildrose Lane
	Apricot		White Oak Lane
	Ave.	South of orchard	

Analysis:

Overview Data for Prop 1B Project scoping

City Manager directed staff to use all \$400K on the seal coat preventative maintenance project... to avoid focusing all of the work in 1 or 2 areas (spread the wealth across the city, so to speak)...(see the highlighted map provided by John D)

Available Funds \$
= 400,000
Funds Assigned to Seal Coat Work = \$ 400,000

Average Seal Coat Width = 36

Average Unit Costs for:

Slurry Seal Raw = \$ 0.25 per SF
Slurry Seal Project = \$ 0.30 per SF

Cape Seal (Conventional) =	\$	per
	0.65	SF
1" Leveling Course =	\$	per
	0.80	SF
Overhead to develop & manage Seal Coat Project =	\$	
	22,000	
Funds Available for Construction =	\$	
	378,000	
Available \$\$ does this amount of		
Slurry Seal :	1,260,000	SF
Same as above in SY :	140,000	SY
Equivalent of above in LF of road :	35,000	LF of road
Equivalent of above in miles :	6.63	miles

Since some priority streets may need more intensive work, revise target to cover lesser amount of area and use remainder for more serious rehab.

Limit target slurry seal list to :	100,000	SY	miles of road
	or	
		or	25,000
		LF of road	
Above slurry seal amount will commit :	\$		
	270,000.00		
...leaving :	\$		
	108,000.00	available for other treatments	
The above amount of :	\$		
	108,000.00		
at a unit cost of :	\$		
	1.45		
will cover :	8,280	SY	
...or :	2,100	LF of road	
...a.k.a. :	0.40	miles of road	



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 18, 2008
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: John C. Wallace, City Attorney
SUBJECT: Solano County Water Users

RECOMMENDATION: Adopt a City policy regarding use, expansion, termination

BACKGROUND: The City currently has a one inch water line crossing Putah Creek alongside the pavement on the Railroad Avenue bridge. That water line services several Solano County users, who pay an increased rate to the City. The City recently received another request for City water. Termination of water service for such long-time water users outside the City limits may raise legal issues of estoppel. With the new bridge to be constructed, now is probably a good time to address the issue of the future provision of water to these users. A water line may in fact be put in place with the new bridge, if for no other purpose than to provide service for the nature trail planned on that side of Putah Creek. If water service to the existing users is to be eventually terminated by the Council, a long lead time would be helpful to them. In any case, Council can revisit this issue. A hearing on the policy, with input from Solano County Public Works as to the options for the existing users, should produce the factual basis for the policy.

FISCAL IMPACT: Potential loss of several water customers. Potential additional expense for the installation of a new, larger water line with construction of the new bridge.



**COMMUNITY DEVELOPMENT COMMISSION
STAFF REPORT
March 18, 2008**

TO: Honorable Chairman and Agency Members
BY: Cas Ellena – Redevelopment & Economic Development Director *CE*
THROUGH: John W. Donlevy Jr., City Manager
SUBJECT: Request to Provide Full Funding for the Golden Capital Network Venture Communities Program and Request for Funding to Co-Host the New California Event at the Mondavi Center

RECOMMENDATION: Staff Recommends the Community Development Commission (CDA) provide full funding for the Golden Network Venture Communities program and considering providing funding to co-host the New California Event at the Mondavi Center.

BACKGROUND: On January 15, 2008, the CDA considered participation with Davis, Woodland, West Sacramento and Yolo County in the Golden Capital Network Venture Communities (GVC) program to facilitate angel investment in start-up companies. The CDA was asked to contribute \$5,000 a year for two years. The CDA approved \$2,500 a year for two years under the premise that Winters is much smaller than the other communities, does not have as much space available to attract new business start-ups, and therefore should not have to contribute the full amount.

DISCUSSION: Since the approval to participate in January, the participating cities and the County have been working on finalizing the Agreement with GVC, have been discussing locations for the 4 events, which are included as part of the program, and have been discussing in greater detail the merits of the Program.

It has come to staff's attention that a significant valuable element of participation in the GVC program, that was not communicated to the CDA previously, is the access to the region wide web-portal and the database. The database and web-portal are available to all participants (including the City) and their *existing* businesses to post new releases, business ventures and opportunities, calls for investors, notice of space available, request for available space, advice and technical assistance, and other notices of benefit to businesses and economic development. The web-portal connects: 1) Businesses and investors; 2) Businesses and resources; and 3) Businesses to other businesses outside of the area for regional support and business-to-business advice and feedback. The web-portal assists both potential and existing businesses to manage

the multitude of tasks associated with new business formation, business expansion, or just every day business management. These tools open up an opportunity to new and existing businesses for networking, training, and consultation. Existing businesses can also use the web-portal to post their individual web-links. Access to a web-portal is a very valuable economic development tool. If the City were to create its own web-portal, just the design would cost almost as much as the \$5,000 the CDA committed for participation in the GVC program. Development of the web-portal infrastructure can cost over \$100,000. Additionally, the value of exposing existing businesses to venture capitalists for potential business expansion opportunities and exposing them to other businesses in other areas for networking and brainstorming is immeasurably valuable.

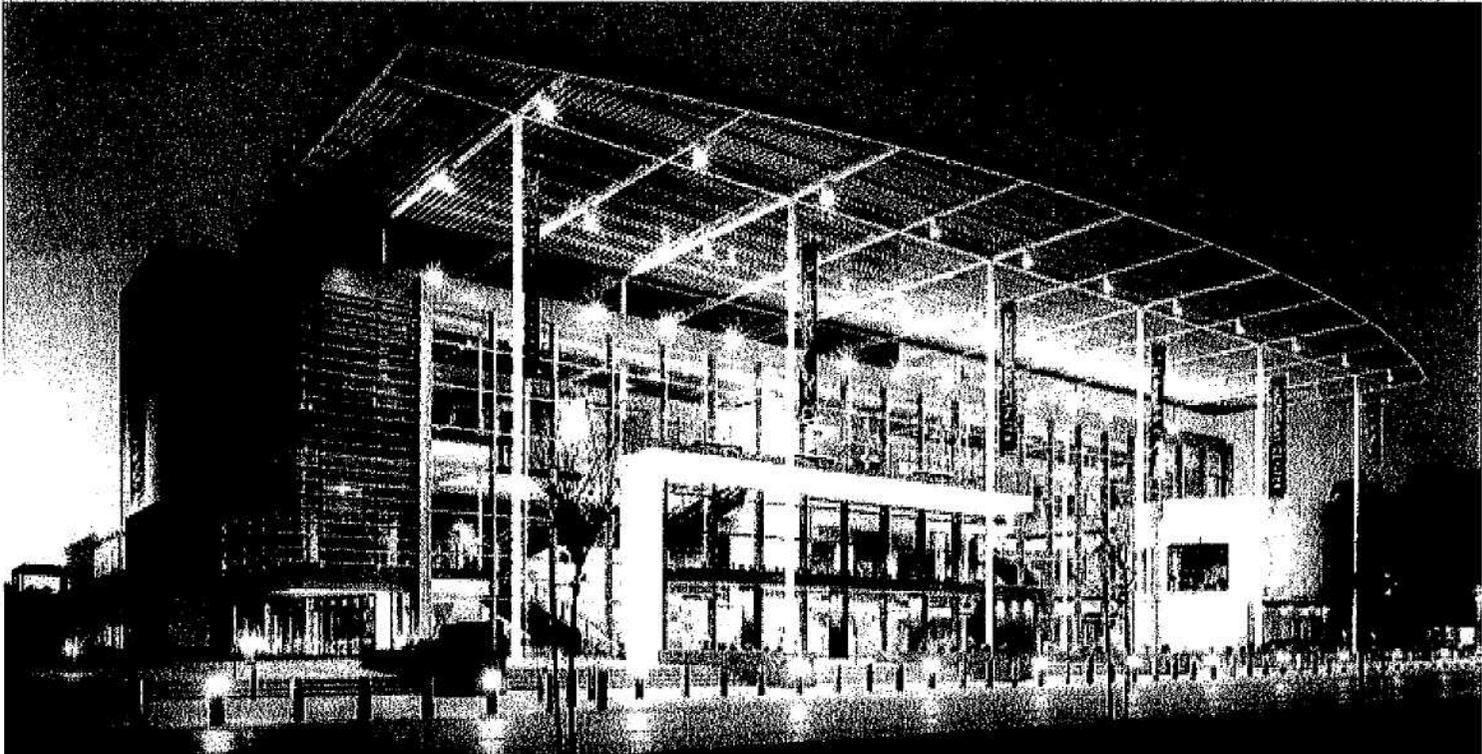
At the next meeting between the cities and the County, the participating jurisdictions will be negotiating for the location of the 4 networking events and the launch event. Since Winters has come in with half of the requested amount, West Sacramento and Davis have agreed to pay the additional amount on behalf of Winters so that Winters can still participate and can still have access to the web-portal and database. However, when an entity comes in at a lesser amount, it has less leverage to negotiate for opportunities and resources. For example, as staff goes to the table to negotiate locations for events, it is difficult to argue that Winters should host one of the events, since we did not pay the same amount as other cities. The exposure to the City should it be able to host a networking event, which is paid for by GVC, would also be immeasurably valuable.

Additionally, on June 17-19, 2008, GVC is hosting the New California 100 event, Celebrating Success, in the Great Central Valley. This is a two-day conference and exposition to: announce and honor the region's top 100 private companies; showcase the region's top 50 high growth companies to a syndicate of leading venture capitalists and private equity investors; network with public and private sector leaders through interactive discussion; host receptions and tradeshow; educate policymakers and regional leaders about the importance of innovation and private equity to regional economy; highlight the importance of 10 leading economic sectors; and to provide economic data about their contribution to the region, among other things. A brochure of the event is included in the CDA packet. The City of Davis and the City of West Sacramento have both contributed funds to the rent of the Mondavi Center and as such will be marketed as co-hosts. The City of Winters has the opportunity to also be listed as a co-host if it contributes \$2,000 toward the \$15,000 rental cost of the facility.

FISCAL IMPACT: An additional \$2,500 a year for two years if the CDA should determine to provide the total requested amount for participation in the GVC program. An additional \$2,000 if the CDA determines to participate as a co-host in the New California 100 event at the Mondavi Center.

ATTACHMENTS:

- The New California 100 Event Brochure



THE **NewCalifornia 100**
CELEBRATING SUCCESS IN THE GREAT CENTRAL VALLEY





CELEBRATING SUCCESS IN THE GREAT CENTRAL VALLEY

For the first time, business, private equity, entrepreneurial, civic and economic development leaders will convene to celebrate business success in the 19-county Great Central Valley.

The two-day conference and exposition will:

- Announce and honor the region's Top 100 Private Companies
- Showcase the region's Top 50 high-growth companies to a syndicate of leading venture capital and private equity investors
- Honor inaugural members of the Great Central Valley Entrepreneurs' Hall of Fame
- Network public and private sector leaders through interactive discussions, VIP receptions, and a 19-county tradeshow
- Accelerate the organization of private equity assets (all stages), while facilitating networking amongst CEOs and industry leaders
- Educate policymakers and regional leaders about the imperative of innovation and private equity to the regional economy
- Highlight the importance of 10 leading economic sectors, and provide economic data about their contribution to the region
- Demonstrate the State of California's support for emerging, overlooked markets
- Amplify the vital role economic development and tourism-related organizations play in growing the regional economy through a 19-county trade show
- Trumpet the integral role of higher education institutions



June 17-18, 2008

The Mondavi Center

UC Davis



CO-HOSTS:

UC Davis

Great Valley Center

Hamilton Lane

Central Valley Fund

DCA Capital Partners

Wavepoint Ventures

CALED

The Sacramento

Business Journal

CSU Chico Center

for Econ. Dev.

The City of Davis

The City of

West Sacramento

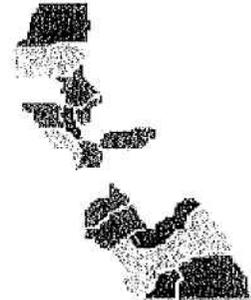
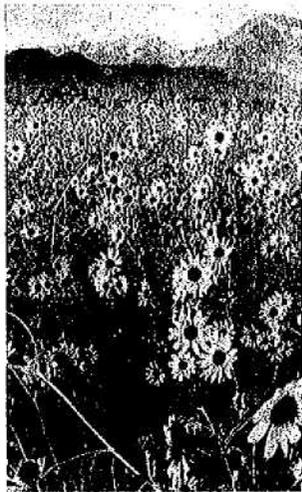


EXCLUSIVE ACCESS

The New California 100 provides sponsors with direct access to an influential audience of business, corporate, civic and political leaders drawn from the Great Central Valley's dynamic, rapidly growing, and often overlooked economy, spanning Bakersfield to the south and Redding to the north. Companies seeking to do business -- and be positioned as industry leaders -- within the Great Central Valley garner myriad benefits:

- Active participation on the New California 100 conference steering committee
- Opportunity to "power network" with CEOs and executives of the New California's leading companies, elected officials and senior government officials affecting business and economic growth, university faculty and business, engineering and science students from the primary academic institutions, media representatives, financiers, angel and venture capital investors, and other regional power brokers
- Direct mentoring and advising of the region's top 50 growth companies
- Opportunity for exclusive leadership presiding over premier elements of the conference such as the inaugural Hall of Fame dinner, CEO Town Hall, New California 100 Awards Ceremony, and the University Excellence Showcase, among others
- Valuable brand recognition in all Conference communications, including print, web and email marketing initiatives
- Access to full attendee list

New California 100 conference sponsors will increase their credibility as recognized supporters of growth and established companies while strengthening their intimate relationship with C-level executives, angel and venture investors, and academic research partners. The New California 100 provides high branding visibility throughout all pre-event and on-site marketing materials and media exposure at the conference.



THE NEW CALIFORNIA 100. A GOLDEN CAPITAL NETWORK EVENT.
JUNE 17-18 2008 THE HONDA CENTER UNIVERSITY OF CALIFORNIA DAVIS



INFLUENCERS

New California 100 conference attendees are leaders -- in their communities, companies and industries -- and decision-makers, the most influential members of the Great Central Valley business community. Executives attend the New California 100 conference to network with their peers, engage valley-wide business challenges, learn more about the next generation of business leaders, and honor the best-of-the-best. Attendees will include:

- Executives and managers of the 5,000 plus employers with more than 50 employees located in the Great Central Valley and the Sierra Foothills
- All local, state and federal elected officials impacting the region's business, economy and relevant public policy



- All local, state and federal senior government officials who have an impact on the region's business and economy
- Representation from global 2000 firms who have a presence or interest in the success of the Great Central Valley
- Leadership from the economic development, chambers of commerce, workforce investment, and tourism related organizations in each of the 19 counties
- Financial institutions, banks, angel investors and venture capitalists who provide the financial capital to fuel the growth of the region's economy
- Professional services firms who add value to business and governments through their expertise and networks



THE NEW CALIFORNIA 100. A GOLDEN CAPITAL NETWORK EVENT.
JUNE 17-18, 2008. THE HONDA V.I. CENTER. UNIVERSITY OF CALIFORNIA, DAVIS



SPONSORSHIPS

New California 100 sponsors procure intimate and exclusive access to decision-makers, while exposing their brands and communicating their leadership positions to attendees through a powerful combination of pre-conference publicity (Web and e-marketing campaigns, print advertising), on-site material distribution and signage, program exposure and participation, and exclusive access to VIP events. Sponsorship opportunities include:

TITLE (CONFERENCE NAME) SPONSOR

Exclusive naming rights for the conference; comprehensive access, participation, marketing and attendance benefits. \$50,000 (one sponsor)

VALLEY VISIONARY SPONSOR

Top-tier sponsorship inclusive of all benefits, including exclusive industry leadership positioning and marketing. \$25,000 (six sponsors; one per industry)

GOLD SPONSOR

Pre-conference and on-site marketing, VIP access and participation, Hall of Fame dinner attendance. \$10,000

SILVER SPONSOR

Pre-conference and on-site marketing, conference attendance. \$5,000

BRONZE SPONSOR

Pre-conference marketing, table, conference attendance. \$2,500

SPECIAL EVENT SPONSOR

Unique underwriting and naming opportunities to sponsor Conference events and awards.

INDUSTRY SPONSOR

Opportunities to sponsor industry panels and deal-flow sessions -- established and growth company segments.



THE NEW CALIFORNIA 100. A GOLDEN CAPITAL NETWORK EVENT.
JUNE 17-18, 2008. THE MONDAVI CENTER, UNIVERSITY OF CALIFORNIA, DAVIS



SPONSORSHIPS

There is one opportunity to secure naming rights for The New California 100 Conference (e.g., Company Name New California 100 Conference). Title Sponsor benefits, participation and outreach include:

TITLE (CONFERENCE NAME) SPONSOR: \$50,000

- Title Sponsor for The New California 100 Conference
- Highly prominent logo recognition on all pre-event and post-event marketing materials
- Highly prominent logo recognition on all on-site signage
- Highly prominent logo recognition on Conference web site
- Highly prominent logo recognition on audio-visual "billboards"
- Opportunity to display a large banner in the general session room
- Full-page advertisement in the inside front cover of event program
- Highest Profile Exhibitor Space
- Introductory remarks preceding elite segments, including Ballroom Blitz, Luncheon Panel, Keynote Address, or Most Valuable Presenter awards
- Membership in Conference Steering Committee
- Participation in the presenter selection and coaching process
- Opportunity to have "private label" e-invitations sent to all marketing databases with invitation message and logo from sponsor at top
- Multiple opportunities to serve on mandatory "virtual" coaching sessions with companies
- Multiple opportunities to serve as mentors to presenting companies
- Access to full attendee list
- Logo most prominently displayed on all event materials
- Includes Two Special Event sponsorships
- 40 complimentary invitations to the conference
- 20 VIP, invitation only, Hall of Fame dinner invitations
- Feature story in print publication



THE NEW CALIFORNIA 100. A GOLDEN CAPITAL NETWORK EVENT.
JUNE 17-18, 2005. THE MONDAY CENTER, UNIVERSITY OF CALIFORNIA, DAVIS

SPONSORSHIPS

There are six opportunities to secure a Valley Visionary Sponsorship -- one sponsorship per professional discipline (law firm, accounting firm, financial institution, insurance company, commercial real estate, and telecommunications). Benefits and participation include:

VALLEY VISIONARY SPONSORS: \$25,000

- 20 complimentary invitations to the conference
- 10VIP, invitation only, Hall of Fame dinner invitations
- Includes One Premium Event and Two Bonus Event Sponsorships
- High-profile exhibitor space
- Logo prominently displayed on all event materials
- Opportunity to display large banner in general session room
- Full-page advertisement in event program, premium placement
- High-profile exhibitor space
- Membership in conference steering committee
- Opportunity to have "private label" e-invitations sent to all marketing databases
- Access to full attendee list
- Prominent logo recognition on all pre-event and post-event marketing materials
- Prominent logo recognition on all on-site signage
- Prominent logo recognition on Conference web site
- Prominent logo recognition on audio-visual "billboards"
- Introductory remarks preceding one or more of the elite segments, including Ballroom Blitz, Luncheon
- Panel, Keynote Address, or Most Valuable Presenter awards
- Participation in the presenter selection and coaching process
- Multiple opportunities to serve on mandatory "virtual" coaching sessions with companies
- Multiple opportunities to serve as mentors to presenting companies



THE NEW CALIFORNIA 100. A GOLDEN CAPITAL NETWORK EVENT.
JUNE 17-18, 2008. THE HONDAY CENTER. UNIVERSITY OF CALIFORNIA, DAVIS.

SPONSORSHIPS

GOLD SPONSORS: \$10,000

- Logo recognition on all pre-event and post-event marketing materials
- Logo recognition on on-site signage
- Includes One Premium Event or Two Bonus Event Sponsorships
- Logo recognition on conference webpage
- Logo recognition on all audio-visual billboards
- Full-page advertisement in event program
- 6 foot by 3 foot table display
- 15 complimentary invitations to conference
- Six VIP, invitation only, Hall of Fame dinner invitations

SILVER SPONSORS: \$5,000

- Logo recognition on conference webpage
- Full-page advertisement in event program
- Includes One Bonus Event Sponsorship
- 6 foot by 3 foot table display
- Six complimentary invitations to conference

BRONZE SPONSORS: \$2,500

- Logo recognition on conference webpage
- 6 foot by 3 foot table display
- Two complimentary invitations to conference



THE NEW CALIFORNIA 100. A GOLDEN CAPITAL NETWORK EVENT.
JUNE 17-18, 2008. THE MONDAY CENTER, UNIVERSITY OF CALIFORNIA, DAVIS.



SPONSORSHIPS

SPECIAL EVENT & INDUSTRY SPONSORS

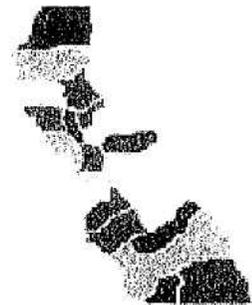
Opportunities to sponsor specific conference events and activities include:

PREMIUM OPPORTUNITIES

- Opening General Session Keynote Speaker
- Networking Lunch and Keynote Speaker
- New California Economic Forecast
- Opening General Session CEO Town Hall
- The New California Keynote
- Business and Engineering Student Sponsor
- New California 100 Awards Luncheon and Naming Rights
- Networking Reception
- Hall of Fame Dinner and Naming Rights
- Power Breakfast
- University Excellence Showcase
- "Entrepreneur Monopoly" Naming Rights
- Company Spotlight Sponsor

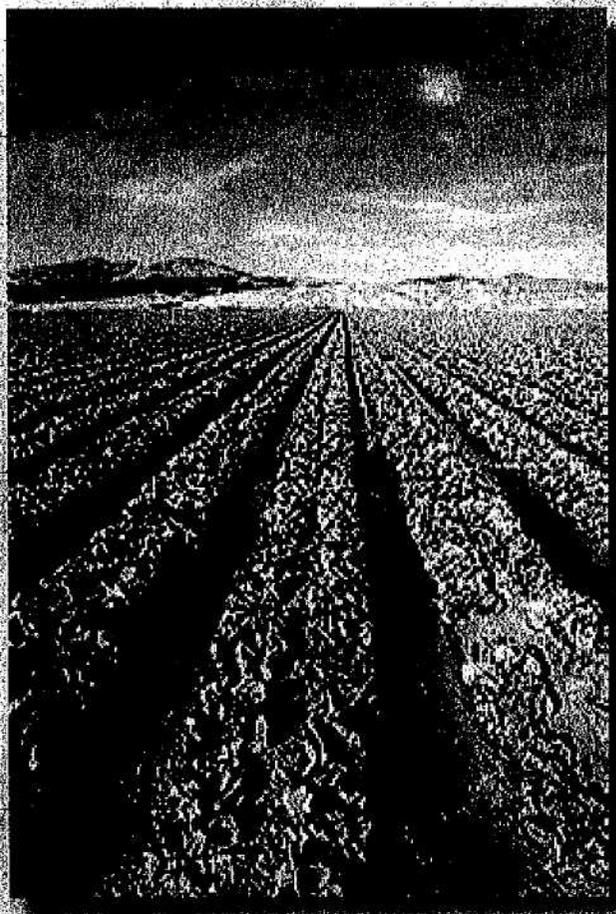
INDUSTRY SEGMENTS

- Healthcare Trends and Innovation Showcase
- Agriculture Trends and Innovation Showcase
- Cleantech Trends and Innovation Showcase
- Financial Services Trends and Innovation Showcase
- Life Sciences Trends and Innovation Showcase
- Tourism and Entertainment Trends and Innovation Showcase
- Manufacturing Trends and Innovation Showcase
- Technology Trends and Innovation Showcase
- Spirits Sponsor
- Printing Sponsor
- Continental Breakfast Sponsor
- Networking Reception Sponsor
- Software/IT Deal Flow Sponsor
- Communications Technologies Deal Flow Sponsor
- Biotech/Medical Devices Deal Flow Sponsor
- Cleantech/Alternative Energy Deal Flow Sponsor
- New Media/Web 2.0 Deal Flow Sponsor
- Internet Services Deal Flow Sponsor
- Disruptive Technologies Deal Flow Sponsor
- Middle Market Companies Deal Flow Sponsor



THE NEW CALIFORNIA 100. A GOLDEN CAPITAL NETWORK EVENT.
JUNE 17-18, 2008. THE HOKDAVI CENTER. UNIVERSITY OF CALIFORNIA, DAVIS.





A selection of exclusive sponsorship opportunities are available.

To discover how your company can take a leadership role
with The New California 100 conference, contact:

Tara Manners, Business Development Director, Golden Capital Network

Email: Tara@goldencapital.net | Telephone: 916/335-6431



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: 3/18/2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Public Hearing for the Community Development Block Grant Program

RECOMMENDATION:

Approve continuation of the Public Hearing for the Community Development Block Grant (CDBG) program to the Tuesday, April 1, 2008 City Council meeting.

BACKGROUND:

The City of Winters scheduled a public hearing on Tuesday, March 18, 2008, at 7:30 p.m., or as soon thereafter as the matter may be heard in City Council Chambers to discuss the fiscal year 2008-09 Community Development Block Grant program and to solicit citizen input. Staff is requesting a continuation of the public hearing to the April 1, 2008 City Council meeting due to scheduling conflicts.

FISCAL IMPACT:

None by this action.


CITY OF
WINTERS
CALIFORNIA
COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Chairman and Board of Directors
DATE: March 18, 2008
THROUGH: John W. Donlevy, Jr., Executive Director
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Consultant Services Agreement with NeighborWorks HomeOwnership Center for Homebuyer education and foreclosure counseling

RECOMMENDATION:

Staff recommends the Community Development Agency ("CDA") approve a Consultant Services Agreement with NeighborWorks HomeOwnership Center for Homebuyer Education seminar and Foreclosure seminar services.

BACKGROUND:

The City of Winters has various owner-occupied homebuyer programs with many of the homebuyers who participate in the programs offered being first time homebuyers. Participation in homebuyer education helps prepare potential first time homeowners for successful long-term ownership by increasing their understanding of the home buying process. Buyer readiness, money management, understanding credit, mortgage loan basics, home shopping, and key post purchase issues such as home maintenance, budgeting, and deferred maintenance are all part of a homebuyer education program.

Should the City offer homebuyer education training on a local level, it could create a pool of local residents who have invested their time learning the elements of successful homeownership and will have increased their ability to prepare their household for when affordable housing development occurs. In addition, participation in a U.S. Department of Housing and Urban Development (HUD) approved Homebuyer training qualifies those who receive certificates of completion the ability to participate in down payment savings programs such as the Workforce Initiative Subsidy for Homeownership (WISH) and Individual Development and Empowerment Account (IDEA). Staff is currently working with First Northern Bank and Yolo Federal Credit Union to establish grant funding from the Federal Home Loan Bank of San Francisco under those programs for Winters' program participants.

Staff, assisted by members of the People Improving Communities through Organizing (PICO) Leadership group, evaluated three Sacramento based providers of HUD certified homebuyer-training services. NeighborWorks is one of the three firms considered. Staff is recommending the City of Winters establish a consultant services

agreement with NeighborWorks based on the strength of their curriculum, quality of the course book provided to participants (both English and Spanish), bi-lingual instruction capabilities, and ability to deliver services locally. The fee of \$50.00 charged to the participants is consistent with the participant' fees charged by the other providers evaluated.

Staff also evaluated the NeighborWorks foreclosure seminar and recommends it be offered as a free service to the community. The seminar content addresses needs of homeowners both pre-foreclosure and those at various stages of foreclosure. In addition to the information provided in the context of the seminar, NeighborWorks staff is available for one on one counseling.

If the CDA authorizes the consultant services agreement, NeighborWorks will conduct the first Homebuyer education seminar on Saturday, March 29, 2008, with the first Foreclosure seminar targeted for April 2008 on a date to be determined.

FISCAL IMPACT:

Approval of a consultant services agreement not to exceed \$10,000. Source of funds for services is from Redevelopment Housing tax increment fund.

ATTACHMENTS:

Consultant Services Agreement
Fee Schedule

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



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. 008-09**

THIS AGREEMENT is made at Winters, California, as of March 18, 2008, by and between the City of Winters ("the CITY") and NeighborWorks HomeOwnership Center Sacramento Region "(CONSULTANT)", who agree as follows:

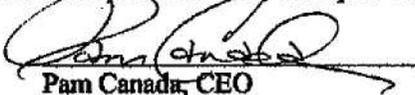
1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated March 11, 2008. Consultant shall provide said services at the time, place, and in the manner specified by the City Manager or his designee 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 ten thousand dollars (\$10,000.00), 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 "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

NEIGHBORWORKS HOMEOWNERSHIP CENTER
SACRAMENTO REGION, a nonprofit organization

By: 
Pam Canada, CEO

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant

Homeownership Promotion and Preservation services,
To be provided by trained and certified staff of the HUD
approved Consultant, and to include:

Homebuyer education services

Preparing for HomeOwnership workshop, an 8 hour course,
to be delivered in Spanish and/or in English,
in the City of Winters

Individual Counseling Services

for Inclusionary Housing certification, Cal-Home program
or HOME funded clients, or other special homeownership
programs offered by or through the City, as agreed

HomeOwnership Preservation services

Foreclosure Prevention Seminar, a 2-hour interactive
presentation, to be delivered in Spanish and/or in
English, in the City of Winters

Lending Support services

Loan processing and lender coordination
Underwriting of the City's DPA loan
Closing document preparation and escrow coordination

Post Closing services

Packaging and delivery of the loan to the funding agency
Loan servicing
Counseling for delinquency or collection services

Program administration

Monthly reporting to the City, with activity and outcome
details to be determined and agreed

Additional services requested by the City that are
outside the scope of services outlined here, as mutually
agreed.

Exhibit "B" Provided by Consultant

Homebuyer education services:	
8 hr workshop, 1 day, Spanish OR English	\$500
8 hr workshop, 1 day, Spanish AND English	\$1000
Individual counseling services:	
Inclusionary certificate	\$50
CalHome or HOME counseling	\$350
3-hour counseling for homeownership	\$150
HomeOwnership Preservation services:	
2 hour seminar, Spanish OR English	\$350
2 hour seminar, Spanish AND English	\$700
Lending Support services:	
Loan processing and lender coordination	\$350
Doc-prep, escrow coordination	\$250
CalHome loan services	\$1200
Post Closing services:	
Loan set up (one-time fee per loan)	\$150
Servicing per loan/per month	\$25
Delinquency counseling	\$50 p/hour
Program Administration:	
Activity report	\$150 p/month

Additional services, as mutually agreed in advance, would generally be billed at \$75 per hour unless otherwise agreed.

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 City Clerk's Office 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 prior to the effective date of such cancellation, or change in coverage.

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

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

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

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

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

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

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities

giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

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

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

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

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

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

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

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

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



**COMMUNITY DEVELOPMENT COMMISSION
STAFF REPORT
March 18, 2008**

TO: Honorable Chairman and Agency Members
BY: Cas Ellena – Redevelopment & Economic Development Director *ase*
THROUGH: John W. Donlevy Jr., City Manager
SUBJECT: Agreement with Economic & Planning Systems for preparation of the City's 2006 – 2013 Housing Element Update

RECOMMENDATION: Approve Agreement with Economic & Planning Systems for preparation of the City's 2006-2013 Housing Element Update

BACKGROUND: The Housing Element of the General Plan is a comprehensive statement by the City of Winters of its current and future housing needs and proposed actions to facilitate the provision of housing to meet those needs at all income levels. The policies contained in the Housing Element are an expression of the statewide housing goal of "attaining decent housing and a suitable living environment for every California family," as well as a reflection of the unique concerns of the community. The purpose of the Housing Element is to establish specific goals, policies, and objectives relative to the provision of housing, and to adopt an action plan toward this end. In addition, the Element identifies and analyzes housing needs, and resources and constraints to meeting those needs. In accordance with State law, the Housing Element is to be consistent and compatible with other General Plan elements. The City's Housing Element Update is due June, 30 2008.

DISCUSSION: Staff contacted various entities which prepare housing element updates to solicit proposals for the City's 2008 Update. Economic & Planning Systems (EPS) provided the most complete proposal response within budget and with the ability to meet the tight time schedule for the update process. EPS has the expertise and experience to prepare the City's Housing Element Update.

FISCAL IMPACT: \$25,000 was provided for in the 2007/08 CDA budget for the Housing Element Update. EPS's estimated budget to complete the work is \$25,000. The attached Agreement provides for a not to exceed amount of \$25,000.

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. _____

THIS AGREEMENT is made at Winters, California, as of _____, by and between the Community Development Agency of the City of Winters ("the AGENCY") and Economic & Planning Systems "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the AGENCY the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated February 27, 2008. CONSULTANT shall provide said services at the time, place, and in the manner specified by Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed Twenty-Five Thousand dollars (\$25,000.00), without the AGENCY's prior written approval. AGENCY shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, Agency Secretary



Economic &
Planning Systems

Public Finance
Real Estate Economics
Regional Economics
Land Use Policy

February 27, 2008

Cas Ellena
Redevelopment Director
318 First Street
Winters, California 95694

Subject: City of Winters Housing Element Update; EPS #18438

Dear Ms. Ellena:

Economic & Planning Systems, Inc., (EPS) would appreciate the opportunity to assist the City of Winters (City) with the preparation of the City's 2007 -- 2013 Housing Element Update. It is our understanding that the City's current Housing Element is in compliance with the Department of Housing and Community Development (HCD) requirements and that the City is not seeking to make major changes from its current Housing Element. It is also our understanding that the current Housing Element is or will be available in electronic form.

Scope of Work

Housing Needs Assessment

EPS will update, as necessary, the data tables and accompanying narrative in the current Housing Element. Many of the tables were created using 2000 Census data which is the most current source of demographic data and, therefore, those tables do not require any attention. For those tables which require updating, EPS will make use of market data recently gathered for the Monticello Project and will gather data from HCD, Employment Development Department, Bureau of Economic Analysis and so on.

Deliverable: Draft Housing Needs Assessment

Public Meetings

EPS proposes to assist City staff with two public meetings. The first meeting will be a workshop to be held upon completion of the Draft Housing Needs Assessment and will include:

- Major findings from the updated needs assessment;
- Reporting of City accomplishments during the prior period;
- Review of existing City goals and policies; and
- Receipt of public input on City housing programs and policies.

EPS assumes that City staff will conduct all mailing to and notification of interested parties and will arrange for meeting facilities.

SACRAMENTO

2150 River Plaza Drive, Suite 400
Sacramento, CA 95833
www.epsys.com

phone: 916-649-8010
fax: 916-649-2070



BERKELEY

phone: 510-841-9190
fax: 510-841-9208

DENVER

phone: 303-623-3557
fax: 303-623-0049

Deliverable: Power Point Presentation

EPS will also be available to attend one additional public meeting after the completion of the public review draft of the completed Housing Element Update. This additional public meeting will be at the discretion and request of City staff.

Evaluation of Goals and Policies, and Implementation Programs

EPS will rely on City staff to provide information required to complete the evaluation of the City's accomplishments under its current Housing Element Goals and Programs. EPS will also glean information from the City's Annual Housing Element Reports submitted to HCD.

Updated Goals and Policies, and Implementation Programs

EPS will work with City staff to make any modifications to the City's current Goals and Programs. EPS will rely on City staff to indicate where changes should be made.

Identification of Adequate Sites

EPS will rely on City staff to identify parcels and assess the opportunities and constraints to development in order to demonstrate the zoned capacity to meet its Regional Housing Needs Allocation. To the extent guidance is required from HCD, EPS will help to facilitate communication and clarification regarding eligible parcels.

Other Updating Requirements

There may be additional items that were not required during the preparation of the City's current Housing Element which will be required for this update, such as the identification of housing developments with expiring use restrictions. EPS will work with City staff to gather information, as necessary, to meet current HCD Housing Element requirements.

Deliverables: Public Review Draft Housing Element Update (including Housing Needs Assessment) and Final Housing Element Update

Key Personnel

EPS Principal Darin Smith will serve as principal-in-charge of this project and will provide guidance and input as needed. EPS Senior Technical Associate Susan Salley Veazey will serve as project manager and will conduct the day-to-day management of this project. In addition, one or more associates or research analysts may assist in identifying, collecting, and analyzing data.

Schedule

EPS will begin working on this project as soon as contract approval is received, and EPS will provide the City with accurate information and work products on a schedule that meets the City's needs. A proposed schedule is attached as **Table 1**. This schedule does assume that the input required from the City will be received by EPS in a timely fashion.

Budget

The estimated budget to complete this work is **\$25,000**. A breakdown of the budget is attached as **Table 2**. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. The estimated budget does not include additional support during the HCD approval process nor does it include any environmental review. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms would be negotiated in good faith. EPS's Hourly Billing Rates and Standard Terms and Conditions are attached as part of this letter agreement.

Again, EPS would appreciate the opportunity to work on this project. To approve this proposal, please sign below, return one original letter agreement to EPS, and keep the other one for your records. If you have questions or require changes to this proposal, please call Project Manager Susan Salley Veazey at (916) 649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Darin Smith
Principal

/ms
Attachments

Approved:

City of Winters

Date

Table 2
City of Winters Housing Element Update
Budget Estimate

Task / Description	EPS Staff				Staff Cost Subtotal	Direct Costs [1]	Grand Total (rounded)
	Principal	Senior Technical Associate	Research Analyst	Prod.Staff			
Housing Needs Assessment	3	45	7	3	\$8,515	\$100	\$8,600
Public Meetings/Power Point Presentation	2	20	4	3	\$4,145	\$100	\$4,200
Goals and Policies, and Implementation Programs	0	10	0	0	\$1,550	\$0	\$1,600
Identification of Adequate Sites	0	10	0	0	\$1,550	\$0	\$1,600
Other Updating Requirements	0	15	0	0	\$2,325	\$0	\$2,300
Preparation of Draft and Final Housing Element Updates	4	30	6	6	\$6,570	\$100	\$6,700
TOTAL HOURS	9	130	17	12			
Billing Rates [2]	\$240	\$155	\$85	\$75			
TOTAL PROJECT COSTS	\$2,160	\$20,150	\$1,445	\$900	\$24,655	\$300	\$25,000

"pbud"

[1] Direct costs include costs related to acquiring data, mileage, reproduction, and other non-staff costs.
[2] Billing rates shown are applicable during 2008 and are subject to change annually.



Economic &
Planning Systems

Public Finance
Real Estate Economics
Regional Economics
Land Use Policy

ATTACHMENT A

2008 Hourly Staff Billing Rates

Managing Principal	\$260-\$295
Principal	\$240
Senior Vice President	\$205
Vice President	\$190
Senior Technical Associate	\$155-\$180
Senior Associate	\$165
Associate	\$130
Research Analyst	\$75-\$105
Production and Administrative Staff	\$75

Billing rates updated annually.

ATTACHMENT B
STANDARD TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. AUTHORITY.

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. INDEPENDENT CONTRACTOR.

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. INSURANCE.

CONSULTANT shall maintain the following insurance:

- Workers Compensation as required by law;
- General Liability policy of \$1,000,000 for personal injury and property damage;
- Auto Liability policy of \$1,000,000, combined single limit for bodily injury and property damage covering all vehicles including hired cars and owned and non-owned vehicles; and
- Errors and Omissions/Professional Services Liability policy of \$1,000,000.

4. PERSONNEL.

The CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. INTEREST OF CONSULTANT.

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS (EPS Work Product), in whole or in part, for purposes of this Project (as described in an attached Work Order). This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS Work Product was prepared by EPS

solely for contemporaneous use by CLIENT for this Project. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS Work Product for purposes unrelated to the Project, (ii) modify EPS Work Product. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. CONFIDENTIALITY.

Any information, data, or draft and confidential reports given to or prepared or assembled by the CONSULTANT under this Agreement shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. AMENDMENTS TO THE CONTRACT.

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. DISPUTED INVOICES.

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify the CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. AUDITS AND INSPECTIONS.

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. COMPENSATION FOR TESTIMONY AND PREPARATION THEREOF.

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that CONSULTANT or a Subconsultant, (or if CONSULTANT or a Subconsultant is otherwise required) to testify, provide information, produce materials, or otherwise spend time on such action, then CLIENT shall pay CONSULTANT or Subconsultant for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. TERMINATION OF AGREEMENT.

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, on completion of any task described in the scope of services. In such event the CLIENT will pay to the CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of CONSULTANT default, such payment shall include any sums withheld pursuant to this Agreement. In addition, the CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by the CONSULTANT during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. INDEMNIFICATION/LIMITATION OF LIABILITY.

13.1 CLIENT agrees to release, indemnify, hold harmless, and defend CONSULTANT and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense, or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer, or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of CONSULTANT.

13.2 CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents, and is not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents.

14. STANDARD OF PERFORMANCE.

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS are based on the assumption that no significant changes in Project conditions will occur beyond those expressly discussed in EPS Work Product. EPS shall be able to rely on information provided to it by the CLIENT, and EPS shall have no responsibility to audit or otherwise verify such information.

15. FORCE MAJEURE.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

16. ARBITRATION AND ATTORNEYS FEES.

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer, and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in Sacramento County, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc., (JAMS). In arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding on the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

17. GOVERNING LAW.

This contract will be governed by and construed in accordance with the laws of the State of California.

18. NOTICE.

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.

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 AGENCY. AGENCY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, AGENCY 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 AGENCY 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 AGENCY 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 \$1,000,000 per occurrence; provided (1) that the City and the AGENCY, their 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 AGENCY 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 AGENCY.

(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 AGENCY'S Redevelopment & Economic Development Department 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 Community Development Agency prior to the effective date of such cancellation, or change in coverage.

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

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

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the City of Winters and the AGENCY, their 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 and the AGENCY, their 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 AGENCY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the AGENCY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The Community Development Agency of 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 AGENCY 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, advise, recommendation or counsel independent of the control and direction of the AGENCY or any AGENCY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any AGENCY decision beyond the rendition of information, advice, recommendation or counsel.



**COMMUNITY DEVELOPMENT COMMISSION
STAFF REPORT
March 18, 2008**

TO: Honorable Chairman and Agency Members
BY: Cas Ellena – Redevelopment & Economic Development Director
THROUGH: John W. Donlevy Jr., City Manager
SUBJECT: Agreement with Economic & Planning Systems for preparation of the City's 2007 – 2013 Housing Element Update

RECOMMENDATION: Approve Agreement with Economic & Planning Systems for preparation of the City's 2007-2013 Housing Element Update

BACKGROUND: The Housing Element of the General Plan is a comprehensive statement by the City of Winters of its current and future housing needs and proposed actions to facilitate the provision of housing to meet those needs at all income levels. The policies contained in the Housing Element are an expression of the statewide housing goal of "attaining decent housing and a suitable living environment for every California family," as well as a reflection of the unique concerns of the community. The purpose of the Housing Element is to establish specific goals, policies, and objectives relative to the provision of housing, and to adopt an action plan toward this end. In addition, the Element identifies and analyzes housing needs, and resources and constraints to meeting those needs. In accordance with State law, the Housing Element is to be consistent and compatible with other General Plan elements. The City's Housing Element Update is due June 2008.

DISCUSSION: Staff called various entities which prepare housing element updates to solicit proposals for the City's 2008 Update. Economic & Planning Systems (EPS) provided the most complete proposal response within budget and with the ability to meet the tight time schedule for the update process. EPS has the expertise and experience to prepare the City's Housing Element Update.

FISCAL IMPACT: \$25,000 was provided for in the 2007/08 CDA budget for the Housing Element Update. EPS's estimated budget to complete the work is \$25,000. The attached Agreement provides for a not to exceed amount of \$25,000.

ATTACHMENTS:
- Consultant Services Agreement



**COMMUNITY DEVELOPMENT COMMISSION
STAFF REPORT
March 18, 2008**

TO: Honorable Chairman and Agency Members
BY: Cas Ellena – Redevelopment & Economic Development Director *CE*
THROUGH: John W. Donlevy Jr., City Manager
SUBJECT: Request to Provide Full Funding for the Golden Capital Network Venture Communities Program and Request for Funding to Co-Host the New California Event at the Mondavi Center

RECOMMENDATION: Staff Recommends the Community Development Commission (CDA) provide full funding for the Golden Network Venture Communities program and considering providing funding to co-host the New California Event at the Mondavi Center.

BACKGROUND: On January 15, 2008, the CDA considered participation with Davis, Woodland, West Sacramento and Yolo County in the Golden Capital Network Venture Communities (GVC) program to facilitate angel investment in start-up companies. The CDA was asked to contribute \$5,000 a year for two years. The CDA approved \$2,500 a year for two years under the premise that Winters is much smaller than the other communities, does not have as much space available to attract new business start-ups, and therefore should not have to contribute the full amount.

DISCUSSION: Since the approval to participate in January, the participating cities and the County have been working on finalizing the Agreement with GVC, have been discussing locations for the 4 events, which are included as part of the program, and have been discussing in greater detail the merits of the Program.

It has come to staff's attention that a significant valuable element of participation in the GVC program, that was not communicated to the CDA previously, is the access to the region wide web-portal and the database. The database and web-portal are available to all participants (including the City) and their *existing* businesses to post new releases, business ventures and opportunities, calls for investors, notice of space available, request for available space, advice and technical assistance, and other notices of benefit to businesses and economic development. The web-portal connects: 1) Businesses and investors; 2) Businesses and resources; and 3) Businesses to other businesses outside of the area for regional support and business-to-business advice and feedback. The web-portal assists both potential and existing businesses to manage

the multitude of tasks associated with new business formation, business expansion, or just every day business management. These tools open up an opportunity to new and existing businesses for networking, training, and consultation. Existing businesses can also use the web-portal to post their individual web-links. Access to a web-portal is a very valuable economic development tool. If the City were to create its own web-portal, just the design would cost almost as much as the \$5,000 the CDA committed for participation in the GVC program. Development of the web-portal infrastructure can cost over \$100,000. Additionally, the value of exposing existing businesses to venture capitalists for potential business expansion opportunities and exposing them to other businesses in other areas for networking and brainstorming is immeasurably valuable.

At the next meeting between the cities and the County, the participating jurisdictions will be negotiating for the location of the 4 networking events and the launch event. Since Winters has come in with half of the requested amount, West Sacramento and Davis have agreed to pay the additional amount on behalf of Winters so that Winters can still participate and can still have access to the web-portal and database. However, when an entity comes in at a lesser amount, it has less leverage to negotiate for opportunities and resources. For example, as staff goes to the table to negotiate locations for events, it is difficult to argue that Winters should host one of the events, since we did not pay the same amount as other cities. The exposure to the City should it be able to host a networking event, which is paid for by GVC, would also be immeasurably valuable.

Additionally, on June 17-19, 2008, GVC is hosting the New California 100 event, Celebrating Success, in the Great Central Valley. This is a two-day conference and exposition to: announce and honor the region's top 100 private companies; showcase the region's top 50 high growth companies to a syndicate of leading venture capitalists and private equity investors; network with public and private sector leaders through interactive discussion; host receptions and tradeshow; educate policymakers and regional leaders about the importance of innovation and private equity to regional economy; highlight the importance of 10 leading economic sectors; and to provide economic data about their contribution to the region, among other things. A brochure of the event is included in the CDA packet. The City of Davis and the City of West Sacramento have both contributed funds to the rent of the Mondavi Center and as such will be marketed as co-hosts. The City of Winters has the opportunity to also be listed as a co-host if it contributes \$2,000 toward the \$15,000 rental cost of the facility.

FISCAL IMPACT: An additional \$2,500 a year for two years if the CDA should determine to provide the total requested amount for participation in the GVC program. An additional \$2,000 if the CDA determines to participate as a co-host in the New California 100 event at the Mondavi Center.

ATTACHMENTS:

- The New California 100 Event Brochure