



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, July 1, 2008  
7:30 p.m.

## AGENDA

### *Members of the City Council*

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

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

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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 a Regular Meeting of the Winters City Council Held on Monday, June 23, 2008 (pp 1-6)
- B. Request for Street Closure by Anthony Wilson, a member of Main Street Neighbors, for Closure of Main Street, North of Ivy Loop for 4<sup>th</sup> of July Block Party (pp 7-9)
- C. Amplified Sound Permit Application Submitted by Troy and Lori Waldren for a 4<sup>th</sup> of July Block Party on Snapdragon Street (pp 10-13)

### PRESENTATIONS

### DISCUSSION ITEMS

- 1. Designation of Voting Delegates and Alternates to the League of California Cities (pp 14-18)
- 2. Agreement for Legal Services as Assistant City Attorney between Steven P. Rudolph of Meyers Nave Riback Silver & Wilson and the City of Winters (pp 19-24)
- 3. Report on the City of Winters EARTH project and adoption of Resolution 2008-27, The Yolo County Climate Change Compact (pp 25-39)

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### COMMUNITY DEVELOPMENT AGENCY

### CONSENT CALENDAR

- A. Agreement to Prepare Geo Technical Engineering Report for CDA-Owned Property on Railroad Avenue Between Main and Abbey Streets, APN 003-224-01; Company to be Recommended at July 1, 2008 City Council Meeting (pp 40-46)

### DISCUSSION ITEMS

- 1.

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### CITY MANAGER REPORT

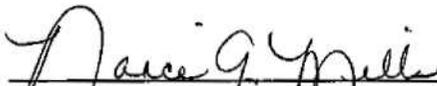
### COUNCIL/STAFF COMMENTS

## EXECUTIVE SESSION

Conference with Labor Negotiator, City Manager John W. Donlevy, Jr., Pursuant to Government Code Section 54957.6 regarding Management, Mid-Management, Confidential, Sergeants, Winters Police Officers Association, and Miscellaneous Employee Groups

## ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 1, 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 June 26, 2008, and made available to the public during normal business hours.

  
\_\_\_\_\_  
Nanci G. Mills, City Clerk

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

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

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

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Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

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Winters Library – 201 First Street

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

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

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Wednesday at 10:00 a.m.

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



**Minutes of the Winters City Council Meeting  
Held on Monday, June 23, 2008**

Mayor Fridae called the meeting to order at 7:30 p.m. and requested a moment of silence in memory of Yolo County Deputy Sheriff Tony Diaz, who was killed in the line of duty on June 15, 2008

Those present were: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone and Mayor Woody Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Chief of Police Bruce Muramoto, Director of Financial Management Shelly Gunby, Contract Planner Kate Kelly, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Management Analyst Carol Scianna, and City Clerk Nanci Mills.

Colwyn Martin led the Pledge of Allegiance.

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

**CONSENT CALENDAR**

- A. **Minutes of a Regular Meeting of the Winters City Council Held on Tuesday, June 3, 2008**
- B. **Minutes of a Budget Workshop of the Winters City Council Held on Tuesday, May 27, 2008**
- C. **Approval of Amplified Sound Permit for Friends of the Library Gazebo Concerts, for Five Thursday Evenings during month of July**
- D. **Accept Recommendations from Stone and Fridae for Reappointment of Committee members to the Winters Putah Creek Committee**
- E. **Authorization to Execute a Consultant Services Agreement Contract with Monarch Tree Service in the amount of \$14,500 for Removal of Mulberry Trees on Hemenway Street as part of the Safe Routes to School Project**
- F. **Certification of Election Results Regarding Measure T, the Utility User's Tax Modernization Act**
- G. **Resolution 2008-24, a Resolution of the City of Winters, Declaring the Results of the General Election Held in the City of Winters on June 3, 2008**

City Manager Donlevy gave an overview. Council Member Anderson made a motion to approve the Consent Calendar. Seconded by Council Member Stone. Motion carried unanimously.

## **PRESENTATIONS**

A Resolution entitled "Supporting the City of Winters in the Naming and Dedication of the J. Robert Chapman Memorial Bridge" was presented to the Winters City Council by Peggy K. Nelson, District Representative for Supervisor John M. Vasquez, Solano County 4<sup>th</sup> District Board of Supervisors.

Council Member Cecilia Aguiar-Curry arrived in Council Chambers.

## **ADMINISTRATION OF OATH OF OFFICE FOR NEW COUNCIL MEMBERS**

City Clerk Nanci Mills swore in Council Members Tom Stone and Woody Fridae to begin their four year terms.

Council Member Anderson nominated Michael Martin as Mayor. Seconded by Council Member Aguiar-Curry. Motion carried unanimously.

Council Member Anderson nominated Woody Fridae as Mayor Pro Tempore. Seconded by Council Member Stone. Motion carried unanimously.

City Manager Donlevy reviewed the numerous accomplishments achieved by Mayor Fridae during his tenure as Mayor, and noted he was the foundation for many great projects ie: the new Joint Use Library, the new car bridge, which will begin construction in 2010, the Public Safety Facility, the enactment of the Downtown Master Plan, and the Form Based Code, which is the key component for smart growth. He was also instrumental in the forming of the Hispanic Advisory Committee, supported the Winters Putah Creek Coordinating Committee and was a proponent for Strategic Planning. Woody continues to plan for the future and will focus on what makes Winters great.

A recess was called at 7:50 p.m. in honor of new Mayor Michael Martin. The City Council meeting reconvened at 8:10 p.m.

## **DISCUSSION ITEMS**

**1. Public Hearing to Take Action on Resolution 2008-23, a Resolution of the City of Winters, to Adopt the Winters Putah Creek Nature Park Master Plan**

City Manager Donlevy asked that the Council receive the staff report, conduct the public hearing, give direction to the Winters Putah Creek Committee, and recommended the approval of Resolution 2008-23. Contract Planner Kate Kelly gave a brief overview of the Winters Putah Creek Nature Park Master Plan.

Council Member Stone thanked Kate and staff members for their hard work, and Council Member Anderson thanked the Winters Putah Creek Committee and verified the funding for this plan depends on grant availability.

Mayor Martin opened the public hearing at 8:25 p.m. and closed the public hearing at 8:25 p.m. with no public comment.

Council Member Anderson made a motion to approve Resolution 2008-23, to adopt the Winters Putah Creek Nature Park Master Plan. Seconded by Council Member Aguiar-Curry. Council Member Anderson then made a second motion to include the approval of all staff recommendations and to let it be known the cognizance of grant funding. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call vote:

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

**2. Resolution 2008-25, A Resolution of the City of Winters Approving and Adopting A Budget of Estimated Expenditures for Fiscal Year 2008-2009**

City Manager Donlevy gave a brief overview and introduced Director of Financial Management Gunby, who reviewed the estimated revenues, use of available fund balances, source of funds, and total expenses of Sections 1-5, the General Fund, Special Revenues Funds, Capital Revenue Funds, and the Water & Sewer O & M Funds.

Council Member Fridae commended the conservative policies and fiscal management of the City of Winters staff, whose hard work doesn't go unnoticed. Mayor Martin indicated economic growth is needed to fill the funding gaps.

Council Member Fridae opened the meeting of the Community Development Agency and made a joint motion to approve Resolution 2008-25, a Resolution of the City of Winters Approving and Adopting a Budget of Estimated Expenditures for Fiscal Year 2008-2009, and Resolution 2008-26, a Resolution of the Community Development Agency of the City of Winters Approving and Adopting a Budget of Estimated Revenues and Expenditures for the Fiscal Year 2008/2009. Seconded by Council Member Stone. Motion carried with the following roll call vote:

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

**3. Consideration of the Addition of Diagonal Sidewalks at the Intersection of First and Main Streets, at the request of Council Member Tom Stone**

Council Members Anderson and Fridae stepped down due to a possible conflict of interest.

Council Member Stone gave an overview of the idea of diagonal crosswalks at the intersection of Main and First Streets, where diagonal crosswalks would be added in addition to the existing crosswalks. Chief of Police Muramoto indicated pedestrians would be in the intersection for a longer period of time, making them more susceptible to coming into contact with traffic. After discussion, Council Member Stone withdrew the idea.

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

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**COMMUNITY DEVELOPMENT AGENCY**

**CONSENT CALENDAR**

- A. Resolution 2008-26, A Resolution of the Community Development Agency of the City of Winters Approving and Adopting a Budget of Estimated Revenues and Expenditures for the Fiscal Year 2008/2009**

This item was approved along with City Council Discussion Item #2 during the joint motion made by Council Member Fridae and seconded by Council Member Stone..

Community Development Agency Director Woody Fridae adjourned the meeting of the Community Development Agency at 9:10 p.m..

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#### **CITY MANAGER REPORT:**

City Manager Donlevy indicated he would like to hold a joint City Council and Planning Commission Workshop on July 29 to review Form Based Code. He asked the Mayor and Council Members to check their calendars. He also reminded everyone of the fireworks display on the 4<sup>th</sup> of July at Dr. Sellers Field, which is made possible by 100% community donations. Also scheduled for the 4<sup>th</sup> of July is the Pancake Breakfast sponsored by the Fire Department. If the Council would prefer, meetings will be held on July 1<sup>st</sup> and during the month of August, which had previously been cancelled.

#### **COUNCIL/STAFF COMMENTS:**

Council Member Aguiar-Curry stated the next meeting of the League of California Cities will be held on 7/10/08 at Lake Tahoe and asked if anyone wanted to attend. She would also like to see a local water agency ie: Yolo County Flood Control, Reclamation District, or the WRA come to a future City Council meeting to discuss groundwater monitoring, which has been a public relations nightmare for the County, as per Council Member Stone.

Council Member Stone attended a LAFCO meeting to discuss the Davis Sphere of Influence and indicated the Winters Sphere of Influence is being worked on.

Mayor Martin will be attending a ground-breaking ceremony tomorrow on behalf of Solano Community College, who will be building a \$27.2 million dollar facility in Vacaville. Also, there is a meeting on Wednesday in Folsom regarding Grant Funding for the park.

**INFORMATION ONLY:** None

#### **EXECUTIVE SESSION**

**Conference with Real Property Negotiator, John W. Donlevy, Jr., City Manager, regarding APN 03-191-05 and APN 03-191-06, California Government Code Section 54956.8**

**Conference with Real Property Negotiator, John W. Donlevy, Jr., City Manager, regarding APN 038-070-28; APN 038-070-29; APN 038-070-30; APN 038-070-31; APN 038-070-32; APN 038-070-12; and APN 038-070-35, California Government Code Section 54956.8.**

**ADJOURNMENT:**

Mayor Martin adjourned the meeting to Executive Session at 9:25 p.m.

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Michael Martin, Mayor

**ATTEST:**

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Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** July 1, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** Nanci G. Mills, Director of Administrative Services and City Clerk *[Signature]*  
**SUBJECT:** Street Closure Request – Main Street @ Ivy Loop

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**RECOMMENDATION:**

That the City Council approve a Street Closure request for Main Street north of Ivy Loop for a neighborhood 4<sup>th</sup> of July block party.

**BACKGROUND:**

The City has received a street closure request for a neighborhood block party. The applicant is requesting closure on July 4, 2008 from 12:00 noon to 10:00 p.m.

A request has been received for the street closure, which has been acknowledged and agreed to by the surrounding neighbors who have signed the request. The street is a relatively easy closure, as the north end of Main Street is a dead end. It is understood by the petitioners that police and fire emergency vehicles will have access to the area.

Staff is recommending approval.

**FISCAL IMPACT:**

None by this Action.

**ATTACHMENT:**

Request for Street Closure

24<sup>th</sup> at latest

**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: *Anthony Wilson* Organization: *Main St Neighbors*

Address: *735 Main* Mailing address: *same*

Telephone: *707) 272-2484* Today's Date: *6-19-08*

Streets Requested: *Main - By look corner to main DEAD END*

Date of Street Closure: *July 4* Time(s) of Street Closure: *12-10 PM*

Description of Activity:  
*Block party*

Services Requested of the City:  
*None*

**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.	Robert Neimeyer	739 Main St.	<i>Robert Neimeyer</i>
2.	Anthony Wilson	735 Main St	<i>Anthony Wilson</i>
3.	Chris DAVALL	743 MAIN ST	<i>Chris DAVALL</i>
4.	Jerry Qualls	737 Main St.	<i>Jerry Qualls</i>
5.	<i>[Signature]</i>	741 Main St	<i>[Signature]</i>
6.	<i>[Signature]</i>	733 Main St	<i>[Signature]</i>
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**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** July 1, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager *John*  
**FROM:** Nanci G. Mills, Director of Administrative Services and City Clerk *Nanci*  
**SUBJECT:** Amplified Sound Permit Application – Snapdragon Street

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**RECOMMENDATION:**

That the City Council approve an Amplified Sound Permit Application for a residence located at 618 Snapdragon Street for a neighborhood 4<sup>th</sup> of July block party.

**BACKGROUND:**

The City has received a street closure request for an Amplified Sound Permit for a neighborhood block party. The applicant is requesting the permit extend from 2:00 p.m. to 11:00 p.m. on July 4, 2008.

A request has been received for the Amplified Sound Permit, which has been acknowledged and agreed to by the surrounding neighbors who have signed the request.

**FISCAL IMPACT:**

None by this Action.

**ATTACHMENT:**

Amplified Sound Permit Application

CITY OF WINTERS

AMPLIFIED SOUND PERMIT APPLICATION

Date of Application: 6/24/08 To City Council: \_\_\_\_\_

Name of Person(s)/ Organization: Troy and Lori Waldron Contact: Lori  
Business Address: 618 Snaddragon St Telephone: 707 365 8058  
Winters, CA 95694  
Telephone: 530.795.1172

Type of Event: Fourth of July Block Party

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Celebrate July 4th

Date/Time of Event: July 4, 2008 From: 2:00 To: 11:00pm

Location/Address of Event: Snaddragon Street

Rated Output of Amplifier in Watts: 300 Number of Speakers: 2

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Cell phone 707-365-8058

Signature: 

For City Use Only

Proof of Insurance:  N/A (Not City Property)  Yes  No

Rental Fee Paid:  N/A (Not City Property)  Yes  No

Police Department:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

City Council:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

CITY OF WINTERS

AMPLIFIED SOUND PERMIT APPLICATION

Address	Owner's Last Name	Object	Approve/Sign	NH*
612 Snapdragon St	Lichwa		Lichwa	
608 Snapdragon St	Rivera		K. Rivera	
604 Snapdragon Ct	Edman		Judy Edman	
602 Snapdragon	MURPHY		MURPHY	
601 SNAPDRAGON ST	RUIZ		RUIZ	
630 FICUS WY	THOMAS		THOMAS	
626 FICUS WAY	PATTERSON		PATTERSON	
659 SNAPDRAGON	WARR		WARR	
623 SNAPDRAGON ST	NAUER		NAUER	
625 Snapdragon St.	LOZA		LOZA	
627 Snapdragon St.	Moore		Moore	
629 SNAPDRAGON	KANAYA		KANAYA	
727 Lupine Way	Mehl		C. Mehl	
725 Lupine Way	Harris		MIKE & DORIS	
723 Lupine Way	Clisco		Shirley Clisco	
721 Lupine Way	THOMAS		THOMAS	
717 LUPINE	CASH		CASH	
713 Lupine Way	WOLFE		Barbara	
711 Lupine Way	<del>THOMAS</del> DIAZ		MURRAY	
707 Lupine Way	JIMENEZ		JIMENEZ	
630 SNAPDRAGON ST	Palmer		Palmer	
628 SNAPDRAGON ST	PARIS		PARIS	
626 SNAPDRAGON ST.	CUSHMAN		CUSHMAN	
624 Snapdragon St.	chick		chick	
622 Snapdragon St.	GANDY		GANDY	
621 FICUS ST				✓
625 FICUS				✓
628 FICUS				✓
729 Lupine				✓
719 Lupine				✓

\* NH-Attempted to contact but home was home.

715 Lupine

✓

709 Lupine

✓

705 Lupine

✓

624 Snapdragon

✓

607 Snapdragon

✓

610 Snapdragon

606 Snapdragon



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE :** July 1, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*  
**SUBJECT:** Attendance and Voting Delegate at Annual League of California Cities Conference

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**RECOMMENDATION:**

City Council to discuss attendance at the Annual League of California Cities, appoint a voting delegate, and, if you choose to do so, appoint an alternate.

**BACKGROUND:**

Each year the League of California Cities hosts an annual conference. It typically is one year on northern California and the next year in southern California. This year the conference is being held in Long Beach on September 24<sup>th</sup> through the 27<sup>th</sup>, 2008.

Consistent with League bylaws, a city's voting delegate and alternate must be designated by the City Council. This allows the City to have one vote on matters pertaining to League policy.

**FISCAL IMPACT:**

Registration and travel costs will apply depending on the number of persons attending.



**Please review this memo carefully. New procedures were adopted in 2006 regarding designation of voting delegates and alternates and voting at the Annual Conference.**

June 13, 2008

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 24-27, Long Beach**

The League's 2008 Annual Conference is scheduled for September 24-27 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled for 8:30 a.m., September 27, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, your city may appoint up to two alternate voting delegates. In 2006, the ability to appoint up to two alternates was the result of approval of a League bylaws amendment that increased the number of voting delegate alternates from one to two.

**Please complete the attached Voting Delegate form and return it to the League's office no later than September 5, so that voting delegate/alternates records may be established prior to the conference.** At the conference, voting delegate forms may be returned to the Voting Delegate Desk located in the conference registration area.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. At least one must be present at the Business Meeting and in possession of voting card in order to cast a vote. Voting delegates and alternates

-more-

are requested to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegates Desk. This will enable them to receive the special stamps on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **New Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they should be sure to sign in at the Voting Delegate desk and obtain the special stamps on their badges.

The Voting Delegate desk in the conference registration area will be open September 24, 25 and 26, and prior to the Business Meeting on September 27. The conference registration area will open at 12:00 p.m., on September 24, at the Long Beach Convention Center. The Voting Delegate desk will also be open at the Business Meeting, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share it and this memo with your council and especially with the individuals your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by September 5. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2008 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



## Annual Conference Voting Procedures 2008 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. We encourage voting delegates and alternates to sign in at the Voting Delegate Desk so that they may receive a special stamp on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates) and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is not either a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the city's voting delegate and alternates wish to sit together, all should sign in at the Voting Delegate desk and obtain the special stamps on their badges.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

2008 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by September 5, 2008. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this special area will be limited to individuals (voting delegates and alternates) who are identified with a special stamp on their conference badge. If your city's voting delegate and alternates wish to sit together at the Business Meeting, they are all encouraged to sign in at the Voting Desk in order to obtain the identifying stamp that will admit them to the special voting area.

1. VOTING DELEGATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

**ATTEST** (I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate.)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please complete and return by September 5 to:**

League of California Cities  
ATTN: Mary McCullough  
1400 K Street  
Sacramento, CA 95814

FAX: (916) 658-8240



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE :** July 1, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*  
**SUBJECT:** Contract for Special Legal Services of Steven P. Rudolph of Meyers Nave Riback Silver & Wilson

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**RECOMMENDATION:**

City Council to review, discuss and approve the proposed contract for legal services between Meyers Nave Riback Silver & Wilson, a professional law corporation ("Meyers Nave"), and the City of Winters.

**BACKGROUND:**

The City proposes the approval of a retainer agreement with Steven P. Rudolph of Meyers Nave to provide a broader legal representation to the City of Winters. Such legal services shall include: attending City Council, Planning Commission and staff meetings, as requested; provide routine legal advise and guidance to the City Council, the City Manager and staff on all city operations; preparing or reviewing agendas, routine ordinances, staff reports, resolutions, agreements, and similar legal documents; providing updates on new legislation and case law which could affect the City; handling Public Records Act requests; providing advise on conflicts of interest, whether relating to the Political Reform Act or other areas; providing advice on the Brown Act, The Tort Claims Act, and other laws unique to public entities; and providing advise on routine land use, real estate, personnel, financing, public contracting, public safety, and election matters.

Services outside the scope of the retainer, or non-routine legal services will only be performed upon the request or approval of the City Council, the City Manager, or his/her designee.

**FISCAL IMPACT:**

A monthly retainer of \$5,800, plus costs is being proposed. For services outside the scope of the retainer, the hourly rate will be billed at \$225 per hour.

## **AGREEMENT FOR LEGAL SERVICES CITY of WINTERS**

This Agreement for Legal Services is entered into between Meyers Nave Riback Silver & Wilson, a professional law corporation ("Meyers Nave") and the City of Winters ("City").

### **1. Legal Services to be Provided**

The City hires Meyers Nave to provide legal services as Assistant City Attorney of the City of Winters. Such legal services, and the compensation therefor, shall include:

#### **A. General or Routine Legal Services:**

General or routine legal services shall include the following:

- ⌘ Attending regular City Council meetings, as requested
- ⌘ Attending special City Council meetings, as requested
- ⌘ Attending Planning Commission and other city board and commission meetings, as requested
- ⌘ Attending regularly scheduled staff meetings, as requested
- ⌘ Providing routine legal advice and guidance to the City Council, the City Manager and staff on all city operations
- ⌘ Preparing or reviewing agendas, routine ordinances, staff reports, resolutions, agreements, and similar legal documents
- ⌘ Providing updates on new legislation and case law which could affect the City
- ⌘ Handling Public Records Act requests
- ⌘ Providing advice on conflicts of interest, whether relating to the Political Reform Act or other areas
- ⌘ Providing advice on the Brown Act, the Tort Claims Act, and other laws unique to public entities
- ⌘ Providing advice on routine land use, real estate, personnel, financing, public contracting, public safety, and election matters

These services shall be covered by a monthly retainer of \$5,800, plus costs. To assure fairness to both the City and Meyers Nave, the retainer shall be reviewed periodically and, if appropriate, adjusted by mutual agreement.

#### **B. Non-routine legal services**

Services outside the scope of the retainer will be billed at \$225 per hour. Services outside the retainer include non-routine matters such as litigation, labor and employment, construction disputes which may lead to litigation, redevelopment agency matters, complex code enforcement, telecommunications, non-routine land use, CEQA or environmental issues, formation of financing mechanisms (such as assessment districts) and related work, issues relating to enterprise funds, atypical election issues (such as responding to citizen-initiated referenda or initiatives).

Non-routine legal services will only be performed upon the request or approval of the City Council, the City Manager, or his/her designee.

Legal services for which the City can be reimbursed by third parties shall be billed at the rate of \$275 an hour for all attorneys plus costs.

All hourly rates shall be adjusted at the beginning of each calendar year, commencing January 1, 2010, pursuant to the Consumer Price Index, CPI-U published by the U.S. Department of Labor Statistics for U.S. City Average all items, not seasonably adjusted, rounded up to the nearest five dollars per hour. However, such adjustment shall be no less than 2.5 percent and no more than 5 percent annually.

**2. Term of Agreement**

This Agreement shall be effective as of June 1, 2008.

**3. Staffing Assignments**

Steven P. Rudolph shall be assigned as Assistant City Attorney and shall be primarily responsible for the provision of legal services to the City. Other attorneys and legal assistants shall be utilized where necessary to assist in providing legal services as is appropriate for their level of experience.

**4. Costs and Expenses**

Meyers Nave shall bill the City and be reimbursed monthly for overhead costs incurred (administrative fee) at 4% of legal fees in lieu of individual charges for normal duplicating, long distance telephone, express mail, postage, messenger services, computer research, and the like. The City shall not be charged hourly rates for travel time to and from City Hall or other City facilities, but will charge actual mileage at the IRS rate.

The City shall reimburse Meyers Nave for the actual costs incurred by outside vendors working directly on the case/matter, such as court costs, including filing fees, witness fees, experts and depositions and discovery costs not directly paid by the City.

**5. Monthly Billing**

Meyers Nave shall keep a record of time spent on all matters (routine and non-routine) in increments of one-tenth (0.1) of an hour. Each task shall be distinctly and completely identified. The billing entry must contain the name or initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took and the fee. Invoices shall be submitted electronically.

Meyers Nave shall submit all invoices no later than the last day of the month following the month in which services were performed and actual costs incurred.

**6. Independent Contractor**

Meyers Nave hereby declares that it is engaged in an independent business and agrees to perform the services provided for in this Agreement as an independent contractor and not as the agent, servant, or employee of the City. Meyers Nave shall be solely responsible for its own matters relating to payment of employees, including compliance with social security, withholding and all other regulations governing such matters.

7. **Joint Representation/Of Counsel**

Meyers Nave maintains of-counsel agreements with certain attorneys who are deemed independent contractors under the applicable provisions of the tax laws. They are not considered employees of Meyers Nave. The arrangement has no effect whatsoever on the cost of your legal services. It is merely an ethical requirement that we disclose this fact and that you consent. The City is consenting by signing this Agreement.

8. **Insurance**

During the term of this engagement, Meyers Nave shall maintain the following insurances:

- General liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Professional errors and omissions insurance, not below \$2,000,000 per occurrence and \$4,000,000 aggregate.

9. **No Guarantee Of Outcome**

Any comments made by us about the potential outcome of the matters are expressions of opinion only and are not guarantees or promises about any outcome or results.

10. **Professional Standing**

Meyers Nave's lawyers working with the City shall, at all times, be members in good standing of the State Bar of California, and shall conduct themselves in full compliance with the standards of Professional Conduct of the State Bar.

11. **Nondiscrimination**

Meyers Nave shall not discriminate on the basis of race, religion, color, creed, national origin, gender, sexual orientation, marital status, age, physical or mental disability, legally protected medical condition, veteran status, or any other basis protected by state or federal laws.

12. **Entire Agreement; Full Understanding; Modifications in Writing**

This Agreement contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

13. **Termination**

This Agreement may be terminated, with or without cause, by Meyers Nave at any time upon sixty (60) days written notice to the City, and by the City at any time upon written notice to Meyers Nave. In the event of termination, City shall be responsible only for fees and costs incurred through the effective date of the termination, and Meyers Nave will cooperate with the City in the orderly transfer of all related files and records to new counsel.

IN WITNESS WHEREOF,

CITY OF WINTERS

MEYERS NAVE RIBACK SILVER & WILSON

By \_\_\_\_\_  
John W. Donlevy, Jr.,  
City Manager

By \_\_\_\_\_  
Steven P. Rudolph

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**  
**MEYERS, NAVE, RIBACK, SILVER & WILSON**  
**STATEMENT OF FEE AND BILLING INFORMATION**

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

**Professional Fees.** Our fees at Meyers Nave for professional legal services are based on the fair value of the services we have rendered. Our attorneys and paralegals maintain time records for each client and matter in order to determine the value of our services according to established hourly rates. The hour rates are based on their years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually, beginning of each year) respective to inflation and the increased experience of our professional personnel.

We believe that legal work that does not require more experienced attorneys will be performed—where feasible and in order to keep professional fees within reason—by attorneys with lower billing rates. With this in mind, we still believe that quality of our work is no less paramount—and therefore we do not sacrifice quality for the sake of economy.

Prior to any services being rendered, we will gladly provide our client with a fee estimate to the extent possible, if requested. In some instances, we cannot provide estimates, given that the scope of our professional legal services will not be clear from the outset. When a fee estimate is given, please keep in mind that the amount quoted is merely an estimate and *may not reflect the actual minimum or maximum fee quotation*. The actual fee may be more or less than the quoted estimate.

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

Our invoices contain a brief narrative description of the work performed—including, if requested, the initials of the attorney who performed the work on the invoice. The invoice will also include a line item reflecting in-house administrative costs. Meyers Nave's in-house administrative costs include, but are not limited to, duplicating, facsimile charges, telephone charges, E-mail, postage, mileage and other administrative expenses. We have determined that the most effective method of accounting for these administrative costs is to charge a flat 6% of the professional fees incurred.

Meyers Nave will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees. Such charges shall be invoiced at our cost without additional markup.

**Late Payments.** Meyers Nave sends statements on a monthly basis for services and they are payable upon presentation within thirty (30) days after receipt. We do understand that occasionally a client has difficulty in making timely payments and as such in order to avoid burdening those clients who pay their statements promptly with the added costs, we will incur and assess a late charge on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, we will incur any additional reasonable attorneys' fees and other costs in the course of our collection to the prevailing parties. We also reserve the right to access retainer funds to cover late payments as noted above. If you have any questions regarding an invoice, the Director of Finance or Chief Operating Officer (COO) are available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members

**DATE:** July 1, 2008

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

**FROM:** Carol Scianna, Management Analyst; Dawn Van Dyke, Management Analyst *CS* *DV*

**SUBJECT:** City of Winters EARTH project,  
Resolution 2008-27 The Yolo County Climate Action Compact

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**RECOMMENDATION:** That the City Council accept the report on the City of Winters EARTH Project and activities to date, and adopt Resolution 2008-27 The Yolo County Climate Action Compact.

**BACKGROUND:** In the fall of 2007, City Manager John Donlevy and Mayor Woody Fridae developed an outline for the City of Winters to begin addressing climate change through a series of programs, projects and policies in each of five key areas:

Energy  
Agriculture  
Recycling and conservation  
Transportation alternatives  
Habitat

EARTH is an element of the City's Strategic Action Plan; the expectation is that following City Council and public review, EARTH will become an element of the City's General Plan.

The first step in the process was a review of existing programs, policies and projects that address each of the categories of EARTH, which staff completed in January, 2008.

The second step was to hold a public forum on Jan. 29, 2008, during which five experts were enlisted to lead discussion groups to elicit ideas from community members about how the City could better address climate change issues. Winters resident and president of Davis Energy Group David Springer led the Energy discussion; Organic walnut grower Russ Lester led the Agriculture discussion; Recycling consultant Jeff Donlevy led the Recycling and conservation discussion; Yolo County Transportation

Authority Executive Director Terry Bassett led the Transportation alternatives discussion and Putah Creek Council Executive Director Dawn Calciano led the Habitat discussion. Mayor Fridae and City Manager Donlevy also led portions of the discussion including an update on programs/policies already in place. Kurt Balasek was the meeting facilitator. Note takers made written records of the discussions, which were summarized by the discussion leaders at the close of the meeting.

Staff created a report (attached) based on that forum, which organized the suggested programs/projects/policies under the following sections: actions already taken, actions that can be taken, global or individual actions and actions that are thought to be financially infeasible at this time, but which could be revisited in the future.

The report was presented at a follow up community meeting on March 13, where attendees were invited to prioritize the suggested programs/projects/policies by utilizing the "spend-a-dot" method of voting. A report (attached) of the priorities was also compiled by staff.

Following the March 13 forum, a planning committee was formed to launch the City's first annual Celebrate EARTH festival, which was held on May 17, 2008. The committee included Mayor Fridae, City Manager Donlevy, Carol Scianna, Dawn Van Dyke, Kurt Balasek, Mitch Korcyl, Charley Wallace, Elliott Landes, John Mott-Smith, Dawn Calciano and Megan Harns.

On Saturday, May 17, the first annual Celebrate EARTH event was held at Rotary Park. Approximately 30 vendors/exhibitors/information booths were set up. Farmers and food vendors were on hand to sell their locally grown/made products; electric car rides were offered, hybrid and electric cars were displayed, and representatives from Yolo County Transportation District brought an alternate fuel bus for display. A composting workshop was offered, free plants given away and Earth Capades, a vaudeville act featuring juggling and acrobatics with a focus on recycling and conservation, performed for the crowd. Inside the Community Center, John Mott-Smith led a community forum to collect more input on how to address climate change.

Attendance at the event was estimated at approximately 200. The committee is already looking ahead to next year's event, which is scheduled for Saturday, June 6, 2009.

The next step, in terms of the EARTH project, is for the City Council to review the attached reports and then direct staff where to focus in terms of priorities. Staff will take the Council's direction and begin the process of establishing programs, projects and policies for each of the five EARTH categories. Reports will be brought back to the Council periodically during this process.

In conjunction with the local EARTH project, the City of Winters has been an active participant in the Yolo County Climate Change Compact, led by Yolo County Supervisor Matt Rexroad, with representatives from each City, the County, each School District, U.C. Davis and other interested organizations. This group meets bi-monthly to share ideas about how to address climate change issues, to give updates on what each individual organization is doing, discuss actions the group can take collectively, as well as receive information on the status of AB 32 and related legislation.

The City of Winters has been asked to adopt Resolution 2008-27, The Yolo County Climate Compact. This resolution creates the ability for the group to move forward in terms of getting a single process for estimating community energy usage and greenhouse gas emissions. All members of the compact have adopted a similar resolution.

**FISCAL IMPACT:** None at this time. Future impacts could occur depending on the implementation of AB 32

**RESOLUTION 2008-27**  
**THE YOLO COUNTY CLIMATE ACTION COMPACT**

**WHEREAS**, consensus exists among the world's leading scientists that global warming caused by human emission of greenhouse gases is among the most significant problems facing the world today; and

**WHEREAS**, documented impacts of global warming include but are not limited to increased occurrences of extreme weather events (i.e., droughts and floods), adverse impacts on plants and wildlife habitats, threats to food and water supplies – all of which have economic and social impacts on communities and their local governments; and

**WHEREAS**, the State of California has mandated statewide reduction of greenhouse gas emissions to 80 percent below 1990 levels by 2050 and will look to local governments for a contribution to meeting this goal; and

**WHEREAS**, county and city governments and special districts have a unique role to play in reducing greenhouse gas emissions and preparing for the impacts of climate change through their jurisdictions over policy areas such as air quality, land use planning, transportation, zoning, urban forest preservation, water conservation, public education programs, and wastewater and solid waste management; and

**WHEREAS**, school boards play a critical role in reducing energy usage in school buildings and vehicles, as well as in educating students, staff, and faculty about climate change and what individuals can do to address it; and

**WHEREAS**, the University of California at Davis has significant knowledge and expertise on the subject of climate change, and has a mission to translate this knowledge and experience into the local community; and

**WHEREAS**, the county, cities, school districts and special districts can benefit from coordinating policies and programs, as appropriate and as determined by each jurisdiction, to reduce energy usage and greenhouse gas emissions, and this coordination can result in increased effectiveness of these programs for the citizens of Yolo County; and

**WHEREAS**, the economic arguments for implementing climate solutions are compelling, from the near-term economic gains of energy efficiency to the long-term climate stabilization that can prevent irreparable harm from catastrophic climate change impacts; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Winters joins the Yolo County Climate Change Compact and pledges to take appropriate steps to:

1. Create an inventory of government (operational) energy usage and greenhouse gas emissions, and;
2. Establish as a key objective, establishing programs for reducing community energy usage and greenhouse gases, and;
3. Develop a plan to meet these goals and targets, and;

4. Implement policies, programs and operations to carry out the plan, including regular monitoring of progress towards the goals, and adjustments as necessary to meet the targets, and;
5. Take a leadership role in developing a program to inventory energy usage and greenhouse gas emissions within the community, establish reduction targets, and take a leadership role to implement a plan to meet those targets, and;
6. Work cooperatively with the members of the Yolo County Climate Action Compact to identify and implement, as appropriate and as determined by each jurisdiction, climate action policies and programs, and;
7. Engage the citizenry in enlisting individual effort and promoting personal responsibility in reducing the impact of global warming/climate change through energy and water conservation, purchasing sustainable products, utilizing mass transportation modes, and other beneficial practices, and;
8. Annually revisit and re-commit to this effort by measuring the effectiveness of current efforts, revising where appropriate and reporting to the citizenry and other local government entities on the overall success of individual county/city/school/special district programs.

Passed and adopted this 1st day of July 2008.

AYES \_\_\_\_\_

NOES \_\_\_\_\_

\_\_\_\_\_  
Mike Martin, Mayor, City of Winters\_\_

ATTEST:

\_\_\_\_\_  
Nanci Mills, City Clerk, City of Winters



City of Winters **EARTH** Project  
Report on Planning Workshop #1  
Tuesday, Jan. 29, The Palms, 13 Main Street, Winters

Committee members: Mayor Woody Fridae, City Manager John Donlevy, Kurt Balasek, Carol Scianna and Dawn Van Dyke

Attendees (from sign in sheets)

Terry Bassett, Dawn Calciano, Megan Harns, Mitch Korcyl, Mark Wilson, Justin Cox, Colwyn Martin, Mike Martin, Bonnie McManus, Erik Page, Charles Wallace, Rebecca Fridae, Andrew Fridae, Tom Stone, David Kelley, Anietta Tice, Russ Lester, Cas Ellena, Dirk Ellena, John Anderson, Cecilia Curry

Round table discussion were led by five experts in each of the **EARTH** categories. A summary of recommendations was presented at the end of the Jan. 29, workshop. City staff has reviewed those recommendations and come up with a report that divides the recommendations into several levels: actions the City is already taking, actions the City can take (with further input from community/public workshops) and those actions that are considered global or individual. A fourth category includes those actions that are most likely financially unfeasible at this time, but could be revisited in the future.

**EARTH**-Energy, Agriculture, Recycling and conservation, Transportation alternatives, Habitat

## **ENERGY**

### **Current activities:**

- The City currently offers a program for senior housing rehabilitation, which can include energy efficiency.  
The housing manager is organizing Safe At Home program presentations for seniors.

- The Economic Development Manager is actively pursuing new business in the City, including industrial and manufacturing businesses that will bring high-paying jobs to the City of Winters, thereby reducing transportation use and costs.

The Economic Development Sub-Committee is working on a plan/recommendation to increase the number of businesses/jobs in the City of Winters.

- The City of Winters is in the process of establishing a Form Based Code that will include mixed-use "zoning."
- The City is working to incorporate smart growth principles in future development.
- Lighting in municipal buildings has been replaced with CFL bulbs wherever feasible.

The City has participated in CFL bulb give-away programs through PG&E and YEOP.

City can encourage the use of LTC color spectrum compact fluorescent bulbs (light is less harsh)

- Development agreements require that 50% of all new housing must have photovoltaic panels installed
- Development agreements require that 100% of all new housing must be wired for photovoltaic installation
- The City uses "Proposed Energy Standards for New Residential Construction" which was presented to the City Council by David Springer in 2004, as a reference in negotiating development agreements. It implements strategies that reduce energy use beyond what is required by California Title 24 standards.
- Construction of zero-energy house in Winters Highlands subdivision
- All new housing must meet Energy Star requirements
- City of Winters website Energy Conservation Promotion:  
[cityofwinters.org/community\\_dev/community\\_reports.htm](http://cityofwinters.org/community_dev/community_reports.htm)  
[www.cityofwinters.org/pdf/Energy/pdf](http://www.cityofwinters.org/pdf/Energy/pdf)
- Purchase of Prius as fleet vehicle
- 1/3 city vehicles hybrid or electric
- Adopted Bikeway System Master Plan

**Policies/programs that may be implemented by the City:**

- Utilize builders' support for energy efficient building materials/programs/methods
- Require houses to be oriented on lots in order to utilize sun/windows and cut up to 25% of summer energy use
- Create bicycle/pedestrian pathways/access to Town & Country Market

- Partner w/Yolo County to pursue an inventory of carbon emissions of both the City and the community
- Investigate LEED requirements for municipal buildings
- Create list of top 10 “energy hogs”
- Investigate green building codes, guidelines:
  - HVAC ducting
  - High efficiency OR tankless water heaters
  - PV-if it’s efficient make it part of the home package
  - Switches on each outlet
  - Longer eaves under roof—AC condenser
  - Utilities signal thermostats
  - Displays in homes that show energy use
- Add energy education page/information to the City newsletter
  - PG & E incentives
  - City rehab programs
  - 10 things you can do (Or 50)

**Actions that may be revisited in the future:**

- Financial incentives
  - Discounts/subsidies for energy efficiency
  - Grants/loans for people who can’t afford energy efficient improvements
  - Create a fund to pay for improvements fed by energy savings
- LEED requirement for all municipal buildings
  - Building automation
- Electric GEM cars available for rent
- Jobs bus to Vacaville

**Global/Individual actions:**

- Encourage environmentally sensitive programs in schools
- Make it “cool” for kids to care about recycling/energy efficiency/environmental issues
- Change the way we think about energy
- Parents stop driving kids to school
- More programs needed for smaller communities

**AGRICULTURE**

**Current activities:**

- From General Plan Goal VI.B: To promote the continued productivity of agricultural land surrounding Winters and to

prevent the premature conversion of agricultural land to urban uses

Continuation of agricultural land uses along urban limit line until urban development is imminent

Encourage the County to retain agricultural uses on lands surrounding Winters pending annexation

Agricultural buffer zones along northern and western portion of urban limit line between housing and agricultural uses

Protect high quality agricultural soils by strong County agricultural policies and regulations

Support efforts of county in establishing a land conservation trust

Adopt right to farm ordinance

-This policy was incorporated into the Municipal Code as Section 17.88 reserving the rights of agricultural practices and production within the City. Support tax and economic incentives at local and state levels to enhance economic competitiveness of agriculture

Allow and encourage activities that support local agriculture such as farmer's markets, on-site sale of produce and special events

- Resolution 99-25 adopted an Agricultural Land Conservation Policy.
- Methane monitoring is ongoing at Wastewater Treatment Plan and Yolo County Landfill.
- The City is looking at entering a partnership with Winters Healthcare Foundation and Chamber of Commerce to create a Winters Farmers Market. Could be funded by a grant.

**Policies programs that may be implemented by the City:**

- Add "Green Business" award to Chamber of Commerce yearly awards.
- Promote/encourage purchase of local food
- Hold community Farm Day (the City incorporated this with the EARTH Festival on May 17)
- Promote programs/zoning/other policies that make it easier to attract processing industry near Winters
- The City is currently in the planning stages for Tertiary treatment of its wastewater
  - Maybe this water can be re-used?
- Develop Farmland mitigation policy
- Help raise awareness that climate change is affecting agriculture now

- The Creek committee is addressing invasive species through its adopted vegetation master plan
- Help create agriculture network
- Help create information/education packet for farmers—use energy as a motivation rather than global warming

**Activities that may be revisited in the future:**

- Water management/measurement methods/water meters/education
- Increase farmland mitigation from 1:1 to 1:4
- City promote alternative methods of farming: shredding rather than burning

**Global/Individual actions:**

- Be aware of food packaging/food energy
- Resident complaints are the biggest impediment to agriculture
- Support the local farm/food/economy

**RECYCLING and CONSERVATION**

**Current activities:**

- Single Stream Recycling program through Waste Management—hugely popular amongst residents  
Some confusion as to what can/can't be recycled
- Used oil recycling through CIWMB grant

**Policies/programs that may be implemented in the future:**

- More education (fill the gap at Waste Management) on what can and can't be recycled  
Provide a list/advertising/publicity
- Education/promotion of E-waste programs  
What happens in Feb. 2009 when the digital changeover for TVs occurs?  
Promote drop-off locations
- Provide information to businesses—how to go green
- Revisit fee structure of Single Stream Recycling program  
Make larger garbage cans more expensive

**Ideas/activities that may be revisited in the future:**

- Containerized green waste recycling program
- Read 50 Ways to Save the Earth

**Global/Individual Actions:**

- Create local demand for better packaging  
    Pizza boxes
- School lunch/on campus Single-Stream Recycling
- Make it cool to recycle
- Change attitudes about recycling
- Consider the “diaper dilemma” waste vs. convenience

**TRANSPORTATION ALTERNATIVES****Current Activities:**

- Improve Bikeability/walkability  
    Downtown Streetscape Improvements  
    Form Based Code  
    Smart Growth
- Bike racks on buses
- Mixed use zoning  
    Form Based Code
- Local bus service  
    Yolobus  
    Winters local
- Round-about on Grant Avenue at Morgan (plan in place)
- Grant/Hemenway traffic light
- Enforcement of speed limit
- City bikes for city employees
- Energy efficient traffic lights

**Policies/programs that may be implemented in the future:**

- Bike paths in Winters/town and creek  
    To Davis  
    To Vacaville  
    To Woodland
- Safe pedestrian zone from downtown to Town & Country  
(commercial area) along Grant Avenue
- Centralized carpool system  
    Commuter van  
    Website
- Infill development/local jobs
- Services in walking distance
- GEMS for rent in town
- Increase bus service
- Telecommuting Center
- Survey commuters re: commuting/transportation needs
- Improve local infrastructure

**Global/individual activities:**

- Toll roads
- Work where you live
- Financial incentives for carpool/bus riders
- Incentives to keep energy local

**HABITAT****Current activities:**

- Putah Creek Master Plan
  - Vegetation management plan
- Habitat Mitigation Program
- Grants/management
  - Work w/Rich Marovich, LPCC, PCC, Winters Putah Creek Committee
  - Protect quality/resources
  - Investigate stormwater impacts
  - Target invasive species/protect native species
  - Buffers (100 feet from top of bank)
  - Erosion control
  - Regulate new development re: habitat

**Policies/programs that may be implemented in the future:**

- More community involvement—Stewardship committee
- Riparian buffer policy
- Habitat at water's edge
- Improve/develop relationships with property owners
- Ag buffers/hedgerows at road edges
- Protect what's left of species at Carter Ranch
- Encourage more local hiking (trails at Putah Creek)
- City promote alternatives, education and resources
- Be aware/monitor new species coming in
- Promote education about colony collapse (bees)
- Continue to form partnerships with local agencies
- Utilize Rominger vernal park (can this be utilized or is it reserved for burrowing owl habitat and shouldn't be accessed by humans?)
- Provide better access to information, education

**Global/individual actions:**

- Be aware of personal habitat (backyards)
- Less use of pesticides in yards
- Hike locally

- Preserve local species through awareness
- Irrigation canals/drain channels
- Promote bee/butterfly habitat
- Xeroscape
- Use less water



## EARTH Forum Follow-up Meeting March 13

Attendance: John Donlevy, Woody Fridae, Kurt Balasek, Carol Scianna, Dawn Van Dyke, Dawn Calciano, Megan Harns, Terry Bassett, Justin Cox, Charley Wallace, Mitch Korcyl, Elliott Landes, Dave Fleming

The turn-out for the follow up meeting was low. Staff presented the responses as listed in the Jan. 29 report. Those present at the meeting were invited to prioritize the suggested solutions/plans/ideas utilizing the "spend-a-dot" system.

The results are as follows:

### **Energy**

1. Conduct energy audit and implement energy efficiency education programs
2. Investigate and/or implement green building codes/programs
3. Investigate LEED requirements (or equivalent) for municipal buildings and continue investigation programs like the solar panels that will be installed at the Wastewater Treatment Facility

### **Agriculture**

1. Weekly Farmers Market
2. Reuse plan for water after tertiary treatment
3. Water management/measurement/education
4. Green Business Awards

### **Recycling and conservation**

1. Containerized green waste program
2. Educate business owners about how to "go green"
  - a. 5 cent credit for using cloth bags instead of plastic
3. More education about current programs

**Transportation alternatives**

1. Safe pedestrian zone on Grant Avenue
2. Pursue businesses that create local jobs
  - a. Pursue infill development
3. Centralized Carpool
  - a. Telecommuting center
  - b. Bike paths

**Habitat**

1. Implement Winters Putah Creek Master Plan
  - a. Implement Vegetation Master Plan
2. Ag buffers and hedgerows at water's edge
3. Riparian Buffer Policy



**COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

**TO:** Honorable Chair and Agency Members  
**DATE:** July 1, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Cas Ellena, Redevelopment & Economic Development Director *CE*  
**SUBJECT:** Agreement to Prepare Geotechnical Engineering Report for CDA- Owned Property on Railroad Avenue Between Main and Abbey Streets, APN 003-224-01, company to be recommended at July 1, 2008 meeting.

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**RECOMMENDATION:** Staff recommends the Community Development Agency: 1) ("CDA") approve a Consultant Services Agreement with a company to be determined for the preparation of a Geotechnical Engineering Report for the CDA-owned property on Railroad Avenue between Main and Abbey Streets, APN 003-224-01 (the "Property"), the future location of the proposed Monticello project; and 2) Authorize the City Manager to negotiate non-substantive modifications to CDA Consultant Services Agreement should they be necessary.

**BACKGROUND:** The CDA has been working with Monticello Investors, LLC on the disposition of the Property and the development of the Monticello project (the "Project"). Before the Property can be developed, a geotechnical engineering report must be prepared. This report will explore the soil and groundwater conditions underlying the proposed Project and will provide geotechnical engineering conclusions and recommendations for design and construction of the proposed structures. Staff is currently evaluating several proposals for the work to be performed and will recommend a particular company at the July 1, 2008, City Council meeting.

**FISCAL IMPACT:** Not to exceed Seven Thousand Dollars (\$7,000) in CDA Tax Increment funds.

**ATTACHMENTS:** Standard CDA Standard 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. \_\_\_\_\_

**Comment [AR1]:** Click the Protect Form button (padlock icon) on the toolbar to activate Automatic Fill-In. If you do not have the icon, select Tools from the menu bar and then select Protect Document, click on OK.

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters Community Development Agency ("the CDA") and \_\_\_\_\_ ("CONSULTANT"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the CDA the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated \_\_\_\_\_. Consultant shall provide said services at the time, place, and in the manner specified by the \_\_\_\_\_ 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 dollars (\$ \_\_\_\_\_), without the CDA's prior written approval. CDA 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  
COMMUNITY DEVELOPMENT AGENCY  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., Executive Director

CONSULTANT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CDA Secretary

**Exhibit "A" Provided by Consultant**

**Exhibit "B" Provided by Consultant**

## 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 of Winters ("CITY") nor the CDA. CDA shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CDA 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 CDA 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 CDA 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, the CDA, 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 CDA 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.

(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 CDA'S \_\_\_\_\_ upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the \_\_\_\_\_ prior to the effective date of such cancellation, or change in coverage.

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

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

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, the CDA, 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, the CDA, 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 CITY or the CDA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CDA 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 or CDA decision beyond the rendition of information, advice, recommendation or counsel.