



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, June 16, 2009
7:30 p.m.
AGENDA

Members of the City Council

*Michael Martin, Mayor
Woody Fridae, 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

COUNCIL/STAFF COMMENTS

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 City of Winters City Council Held on June 2, 2009 (pp 1-5)
- B. Amplified Sound Permit for WFoL July Gazebo Concerts at Rotary Park (pp 6-8)
- C. Resolution 2009-34, A Resolution of the City Council of the City of Winters, Authorizing the City Manager to Execute the Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters (9-16)

PRESENTATIONS

DISCUSSION ITEMS

1. Adopt Resolution 2009-32, A Resolution of the City of Winters Approving and Adopting a Budget of Estimated Expenditures for Fiscal Year 2009-2010 (pp 17-19)
2. Bid Award for Construction of 2008-2009 Proposition 1B Seal Coats, Project No. 08-01 (pp 20-24)

COMMUNITY DEVELOPMENT AGENCY

1. Adopt Resolution 2009-33, A Resolution of the Community Development Agency of the City of Winters Approving and Adopting a Budget of Estimated Revenues and Expenditures for Fiscal Year 2009-2010 (pp 25-26)
2. Façade Improvement Application from Mary Bajakian for Façade Improvement at 1, 7 Main Street and 302, 306 Railroad Avenue (pp 27-43)
3. Façade Improvement Application from Turkovich Family Wines LLC for Façade Improvement at 304 Railroad Avenue (pp 44-53)

CITY MANAGER REPORT

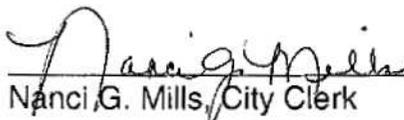
INFORMATION ONLY

EXECUTIVE SESSION

Personnel Matters as per Government Code Section 54957 Labor Negotiations –
Fire Dept. – Public Employee Retirement System

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 16, 2009, 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 10, 2009, 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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City Council agenda packets are available for review or copying at the following locations:

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

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

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 Tuesday, June 2, 2009

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

- Present:** Council Members Cecilia Aguiar-Curry, Harold Anderson, Tom Stone, and Mayor Michael Martin.
- Staff:** City Manager John Donlevy, City Attorney John Wallace, Environmental Manager Carol Scianna, Management Analyst Dawn Van Dyke, Executive Assistant Mary Jo Rodolfa, and City Clerk Nanci Mills.
- Absent:** Council Member Woody Fridae

The Pledge of Allegiance was led by Kathy Cowan.

Approval of Agenda: City Manager Donlevy stated there were no changes to the agenda. Motion by Council Member Aguiar-Curry, second by Council Member Anderson to approve the agenda. Motion carried unanimously, with Council Member Fridae absent.

Council Member Fridae arrived at 7:35 p.m.

Council Member Stone requested and made a motion to move Discussion Items 2 and 3 to the Consent Calendar as Items E and F. Council Member Fridae asked that a note be made of the Waste Management rate *decrease* and seconded the motion. Motion carried unanimously.

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry recently attended the League of California Cities Mayors and Council Members Forum in San Diego, where she participated in Finance and Redevelopment workshops. She asked her fellow Council Members to log onto www.saveyourcity.net and view a video clip about Winters. She urged her fellow Council Members to attend the next League of California Cities conference to be held in San Jose, where good classes and networking are available. She also thanked Cody's Deli for their coverage on Channel 31 and Ficelle for their review in the Sacramento Bee. She requested that the date and location for next year's Iron Steed HOG (Harley Owners Group) of Vacaville be re-evaluated.

Council Member Stone noted the upcoming Chamber Mixers being held on June 8th @ Ficelle and July 13th @ Berryessa Gap Winery.

Mayor Martin said T.A.N.C. has extended their comment period another 60 days to the end of July and E.A.R.T.H. Day is being held on Sunday, June 7th.

PUBLIC COMMENTS: Jeff Tenpas, 24 E. Main Street, spoke regarding the Putah Creek Nature Park, indicating the LPCCC and SCWA are proceeding with the solicitation process to contract for removal of the perc dam in July and asked if the initial study had come to the Council for review. He requested that the initial study process be publicized. He also questioned the large earthmoving project in the initial study, which states "minor" material moving and equipment use is projected, when actually 70,000 cubic yards of fill dirt is being proposed, which is not minor. Regarding swimming, the initial study states there is no impact. Yet, after the work is completed as planned, the swimming hole will be gone. He requested this item come back before the Council as an agenda item.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 19, 2009
- B. Appointment of Community Members to the Hispanic Advisory Committee
- C. Claim Against the City of Winters – Paul
- D. Claim Against the City of Winters – McNaughton
- E. Approval of Annual Rate Decrease in Accordance with the City's Refuse Franchise Agreement with USA Waste of California, Inc. dba Waste Management of Winters (**Moved from Discussion Item #2**)
- F. AB 1234 – Travel and Meeting Expense Reimbursement and Training Policy (**Moved from Discussion Item #3**)

City Manager Donlevy gave a brief overview. Council Member Aguiar-Curry requested that the Council/Staff comments in the May 19th minutes reflect two minor changes. Motion by Council Member Fridae, second by Council Member Aguiar-Curry, to approve the Consent Calendar as corrected. Motion carried unanimously.

PRESENTATIONS

DISCUSSION ITEMS

1. **Public Hearing and Adoption of Resolution 2009-27, A Resolution of the City Council of the City of Winters, Approving the Annual Levy Report and Ordering the Levy and**

Collection of Assessments Within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2009/2010

City Manager Donlevy gave a brief overview. Mayor Martin opened the public hearing at 7:59 p.m. and closed the public hearing at 7:59 p.m. with no public comment. Motion by Council Member Anderson, second by Council Member Aguiar-Curry to adopt Resolution 2009-27, approving the annual levy report and ordering the levy and collection of assessments within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2009/2010. Motion carried with the following roll call:

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

2. **Approval of Annual Rate Decrease in Accordance with the City's Refuse Franchise Agreement with USA Waste of California, Inc. dba Waste Management of Winters (Moved to Consent Item E)**
3. **AB 1234 – Travel and Meeting Expense Reimbursement and Training Policy (Moved to Consent Item F)**
4. **Approval of Winters Logo and Brand**

City Manager Donlevy gave a brief overview and introduced a slideshow highlighting nine logo concepts that were considered by the branding committee. Much time was spent trying to come up with a tagline, but CM Donlevy stated we don't need it. The chosen logo speaks of our agricultural heritage, our artistic style & flair, and speaks of not only who we are but what we can be. The chosen logo is eye-catching, stands out on the page, and will draw people to Winters. It is a combination of whimsical and classical. The muted earthy pallet used is an artistic version of the tree. The logo is a good marriage between the past and the future. Sara Ogando, a member of the branding committee and co-designer of the chosen logo along with Lexi Ogando, also spoke on behalf of the logo, which she stated is different and unique.

Council Member Fridae congratulated the committee for their hard work, liked the process and realizes it's hard to please everyone. He asked to see the other choices. The new logo is out-of-the-box, Madison Avenue. He suggested polling the citizens and letting them vote and added the logo doesn't trigger the idea of a tree.

Meghan Curry, a Sacramento resident, expressed her opinion, saying the new logo is modern, contemporary, youthful, spontaneous, and a sign of the times. The branches represent growth, branching out in many different ways.

Melanie Bajakian, 488 Main Street, who spent 10 months as a member of the branding committee, stated the new logo represents where we live, work and play. She asked Council to read what the logo means in the Winters Overarching Brand statement.

Howard Hupe, Chamber of Commerce representative and a member of the branding committee, stated this was a long and tedious process and not a decision that was taken lightly. Many cities have green hills and logos reflecting them, but this logo is very unique. He highly recommended the Council's approval.

Edmund Lis, Chamber of Commerce Executive Director, 9 Russell Street, said the logo doesn't hit you over the head, but rather it grows on you. He liked it at first, and after reading the branding statement it has really grown on him.

Melanie, Howard and Edmund all recommended against going out to the community to vote as suggested by Council Member Fridae.

Kathy Cowan, 106 Third Street, said that beyond the trunk of the tree, the branches of the tree spread out and up.

Karen Ogando, 102 Wolfskill, said the logo is artistic, unique and stands out.

Howard Hupe confirmed that surveys were distributed to the stakeholders.

Council Member Anderson said he saw the wisdom of the logo and that it was a good change and worth doing. He appreciated the process and said the logo grows on you.

Council Member Aguiar-Curry, who was also a committee member, tested out the new logo at the recent League of California Cities conference she attended and said it was a great opportunity to make a change.

Council Member Stone said it was too late to change the selection process and throw a curveball at the committee, but he liked the idea of being able to choose from three options. The new logo is growing on him and he likes it.

Mayor Martin thanked the committee and said he hasn't really warmed up to the logo yet and stated it doesn't look like a tree to him.

Motion by Council Member Aguiar-Curry, second by Council Member Stone to approve the whimsical tree logo. Motion carried 3-2, with Council Member Fridae and Mayor Martin opposing.

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT: The arraignment of the man suspected of homicide is being held tomorrow. He said he is proud of the Winters Police Department, who solved the case. We have a small police department with meager resources, but they did a great job. There was a lot of media and public opinion and the police did receive help from the Yolo County Sheriff's Department, the DA's office and the FBI. He also wanted to give kudos to the Fire Department for a team effort.

The E.A.R.T.H. Festival is being held on Sunday, June 7th from 10am – 2pm. Also, the budget will come to the City Council at the June 16th City Council meeting, where there will be a short presentation.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT

The meeting was adjourned by Mayor Martin at 8:50 p.m.

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: June 16, 2009
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager on behalf of
Winters Friends of the Library *CS*
SUBJECT: Amplified Sound Permit for WFoL July Gazebo Concerts at
Rotary Park

RECOMMENDATION:

Approval of Amplified Sound Permit for the annual Winters Friends of the Library (WFoL) July Gazebo Concerts held on Thursday evenings from 7:00pm-8:30pm.

BACKGROUND:

The July Gazebo Concerts have become a welcomed tradition here in Winters. This is a family friendly event held during the month of July on Thursday evenings in Rotary Park. WFoL has notified the surrounding neighbors and received approval by all of the neighbors that were contacted to have amplified sound in the park. WFoL has also been issued a Temporary Food Permit from Yolo County for the concert events.

FISCAL IMPACT: None

Date of Application: _____ To City Council: _____

Name of Person(s)/ Organization: Winters Friends of the Library Contact: Carol Jackson
Business Address: POB 963 Telephone: same
Telephone: 795-2201

Type of Event: July Gazebo Concerts

Purpose of Event: (ie; fundraiser, parade, festival, etc.): fundraiser, com. servs
Thurs. Evening

Date/Time of Event: July, 29, 16, 23 & 30 From: 7:00 To: 8:30 pm

Location/Address of Event: Rotary Park Gazebo

Rated Output of Amplifier in Watts: 40 Number of Speakers: 4

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.

Signature: Carol Jackson

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: _____



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: June 16, 2009
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nick Ponticello, City Engineer
SUBJECT: Resolution No. 2009-34 authorizing the City Manager to execute the Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters

RECOMMENDATION: The City Engineer recommends the City Council by Resolution Authorize the City Manager to execute the Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters

BACKGROUND: The City and State have shared maintenance responsibility for the roadway and frontage improvements. Various Agreements have been approved to define who does what, but a comprehensive assignment of roles and responsibilities was needed.

DISCUSSION: As part of the Grant Ave. (SR128) Widening and Safety Improvements Project, the City is required to obtain an Encroachment Permit for work within State right-of-way. One of the stipulations for the Permit is that a Landscape Maintenance Agreement be executed between the City and State, for the improvements along the stretch of Grant Ave. Staff from Caltrans reviewed their files and couldn't find a comprehensive Agreement for Grant Ave between the east and west city limit lines. Therefore, City staff worked with Caltrans to develop the Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters, which will encompass the entire stretch of Grant Ave. and supersede any previous Agreements approved for various segments and improvements along the stretch.

This Agreement addresses City's responsibility for maintenance of landscaping, planting, irrigation systems, litter and weed removal, drainage swales, Linear Radial Gross Solid Removal Devices, sidewalks, bike paths, and parking restriction signs. The State will continue to maintain the roadway and trees. Public Works staff confirmed that this approach has been in-place for several years.

Resolution No. 2009-34 authorizes the City Manager to execute the Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters approves the Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No fiscal impact with approval of Agreement.

Attachments: Landscape Maintenance Agreement

RESOLUTION NO. 2009 – 34

**A Resolution of the City Council of the City of Winters
Authorizing the City Manager to Execute the Agreement for
Landscape Maintenance within State Highway Right of Way on
Route 128 within the City of Winters**

WHEREAS, State Highway 128 (SR 128) runs through the City of Winters (City); and

WHEREAS, the City and State of California (Caltrans) share responsibility for maintenance and upgrade of SR 128 within the City Limits; and

WHEREAS, the State has prepared an Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters; and

WHEREAS, the State requires the City adopt a Resolution authorizing a responsible agency official to execute the Agreement.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager of Winters to execute the Agreement for Landscape Maintenance within State Highway Right of Way on Route 128 within the City of Winters.

PASSED AND ADOPTED on June 16, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

**AGREEMENT FOR LANDSCAPE MAINTENANCE
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 128 WITHIN THE CITY OF WINTERS**

THIS AGREEMENT is made and executed effective this ____ day of _____, 2009, by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the City of Winters, hereinafter referred to as "CITY," together referred to as "PARTIES".

WITNESSETH

RECITALS:

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE'S right of way by Encroachment Permit(s)..
2. This Agreement addresses CITY responsibility for including but not limited to landscaping, planting, irrigation systems, litter and weed removal, Biofiltration Swales, sidewalks, bike paths, and parking restriction signs, except for tree maintenance which shall remain the responsibility of STATE (collectively "LANDSCAPING") placed within State Highway right of way on State Route 128 within CITY limits as shown on exhibits, attached to and made a part of this Agreement.
3. When a planned future improvement is constructed and/or a minor revision has been effected with STATE'S consent or initiation within State Highway right of way on State Route 128 within CITY limits, new exhibit(s) delineating the maintenance responsibilities following each Encroachment Permit project will be added to this Agreement with the mutual written consent of PARTIES. The exhibit(s) will become a part of this Agreement.

Section I

In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, & maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING.

Section II

CITY agrees, at CITY expense, to do the following:

- a) CITY shall ensure that LANDSCAPED areas designated on exhibit(s) are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- b) CITY will submit a one-time Encroachment Permit application for routine CITY MAINTENANCE functions as required by this Agreement. Individual Encroachment Permits shall be obtained for any substantive repair activities and changes to the scope of work allowed by this Agreement prior to the start of any work within STATE'S right of way.
- c) CITY contractors will also obtain Encroachment Permits prior to the start of any work within STATE'S right of way.
- d) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- e) To replace unhealthy or dead plantings when observed or within 30 days when notified by STATE in writing that plant replacement is required.
- f) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corners. Sight distances are always maintained for the safety of the public. A separate Encroachment Permit may be required.
- g) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- h) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
- i) To expeditiously repair any STATE facility damage ensuing from CITY'S LANDSCAPE presence and, activities, including, but not limited to, damage caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities should STATE be required to cure a CITY default.

- j) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- k) To inspect LANDSCAPING on a regular monthly basis to ensure the safe operation and condition of the LANDSCAPING.
- l) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- m) To MAINTAIN all sidewalks within the Agreement limits of STATE highway right of way at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks or the LANDSCAPING in an expeditious manner.
- n) To allow random inspection of LANDSCAPING by a STATE representative.
- o) To keep the entire landscaped area policed and free of litter and deleterious material.
- p) All work by or on behalf of CITY will be done at no cost to STATE.

Section III

STATE agrees to do the following:

- a) May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY/COUNTY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
- b) Issue Encroachment Permits to CITY and CITY contractors at no cost to them

Section IV

Legal Relations and Responsibilities:

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the

.....
legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and MAINTENANCE of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

- b) If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY'S expense or direct CITY to remove or itself remove LANDSCAPING at CITY'S sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.
- c) Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- d) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- e) Insurance
CITY and their contractors shall maintain in force, during the term of this Agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

f) Prevailing Wage Requirements

Workers employed in the performance of work contracted for by CITY, and /or performed under Encroachment Permit, are covered by the prevailing wage provisions of the Labor Code in the same manner as are workers employed by STATE'S contractors. CITY shall require its contractors to include prevailing wage requirements in all subcontracts entered into to perform the work mentioned in this Agreement. All of CITY'S contracts with their contractors shall include a requirement that contractors and their subcontracts shall include prevailing wage requirements identical to those set forth in this Agreement.

g) Termination

This Agreement may be terminated by timely mutual written consent by the PARTIES, and CITY'S failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

h) Term of Agreement

This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

.....
PARTIES are empowered by Street and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

STATE OF CALIFORNIA
Department Of Transportation

CITY OF WINTERS

WILL KEMPTON
Director of Transportation

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

By: _____
JODY JONES, District Director

Attest: _____
Nanci Mills, City Clerk

Approved as to form and procedure:

- * Approved as to form:
- * Approved as to form and procedure:

Attorney
Department of Transportation

Attorney (or Counsel)

Approval by STATE'S Attorney is not required unless changes are made to this form, in which case the draft will be submitted for Headquarters' review and approval by STATE'S Attorney as to form and procedures.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : June 16, 2009
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: City of Winters 2009/2010 Budget

RECOMMENDATION:

City Council adopt Resolution 2009-32, A resolution of the City Council of the City of Winters Approving and Adopting a Budget of Revenues and Estimated Expenditures For Fiscal Year 2009-2010.

BACKGROUND:

The City of Winters is required to prepare and adopt a budget each fiscal year. Staff has prepared the budget, and the General Fund Budget is a balanced budget with the use of fund balance available of approximately \$364,354.

FISCAL IMPACT:

The Budget gives hiring and spending authority to staff for the Fiscal Year 2009-2010.

**CITY COUNCIL
RESOLUTION 2009-32**

RESOLUTION OF THE CITY OF WINTERS APPROVING AND ADOPTING A BUDGET OF ESTIMATED EXPENDITURES FOR FISCAL YEAR 2009-2010.

WHEREAS, every local agency is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, every local governmental agency shall file with the county auditor of the county in which the agency conducts its principal operations, a budget for the fiscal year then in progress; and

WHEREAS, the City Council and Staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that a budget for the Fiscal Year 2009-210, a copy of which is on file in the City Clerk's Office, is hereby adopted for the City of Winters as follows;

Section 1. General Fund estimated revenues of \$3,008,767, use of available fund balance of \$364,354, for a total source of funds of \$3,373,121 and total appropriations of \$3,373,121.

Section 2. Special Revenues Funds estimated revenues of \$3,772,543, use of available fund balance of \$1,038,999 for a total source of funds of \$5,850,541 and total appropriations of \$4,027,124.

Section 3. Capital Revenue Funds estimated revenues of \$1,802,588, use of available fund balance of \$4,944,453 for total source of funds of \$6,747,041 and total appropriations of \$5,817,167.

Section 4. Water O & M Fund estimated revenues of \$999,878 use of available fund balance of \$-0- for total source of funds of \$999,878 and total expenses of \$715,267.

Section 5. Sewer O & M estimated revenues of \$1,209,711, use of available fund balance of \$-0- for a total source of funds of \$1,209,711 and total expenses of \$772,254.

PASSED AND ADOPTED by the City of Winters this 16th day of June 2009 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Mike Martin, Mayor

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: June 16, 2009
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nick Ponticello, City Engineer
SUBJECT: Bid Award for Construction of
2008/09 Prop. 1B Seal Coats

RECOMMENDATION: Staff recommends the City Council (1) award the construction contract for the 2008/09 Prop. 1B Seal Coats, to Graham Contractors, Inc. of San Jose in the amount of Three Hundred Fourteen Thousand Eight Hundred and Twenty One Dollars and Seven Cents (\$314,821.07); (2) authorize expenditures in the amount of Three Hundred Forty Six Thousand Dollars (\$346,000.00) under the original contract, (3) authorize the City to negotiate with Graham Contractors, Inc. the addition of several street segments to the project seal coat list based upon the bid values with an additional authorized expenditure limit of One Hundred Twenty Nine Thousand Dollars (\$129,000) which, if negotiations are successful, would make the total expenditure limit Four Hundred Seventy Five Thousand Dollars (\$475,000); and (3) authorize the City Manager to execute the Contract for both the original and above-noted additional work on the City's behalf.

BACKGROUND: In 2008, the city received \$400,000 in road funding from the Statewide Proposition 1B bond program approved by voters in 2006. The city developed a plan to use the whole \$400 thousand for construction of preventative maintenance seal coats on approximately seven miles of streets in Winters. The plan allocated \$378 thousand for actual construction and \$22 thousand for engineering and management overhead.

Slurry seal treatment is excellent for maintaining and extending the future life of surfaces of this age. The project also includes cape seal treatments for selected segments which are exhibiting significant cracking.

The city has also been constructing the replacement and rehabilitation of several sections of water and sewer infrastructure. That utility work is now nearly complete. Due to the extent of pavement cuts required for that utility construction, staff has included in the seal coat project the placement of cape seals on most of the utility project work areas included; namely Russell Street, Walnut Street, East Edwards Street, and part of Second Street. The cape seals on the affected street segments will address the impact of those pavement cuts in the most cost-effective manner. Because the seal coat requirement on these streets was caused by the utility cuts, this added work will be funded by the water and sewer funds. At the contract unit prices, the cost of the utility-related seal coats will be approximately \$90 thousand. The requested expenditure authorization includes \$97 thousand for this work.

In April 2009 the construction documents were advertised for bid. The bid opening was held on June 9, 2009 and four bids were received. The bid tabulation is attached as Exhibit A. Based upon the bid results, Graham Contractors, Inc. of San Jose, CA, were deemed the lowest responsible, responsive bidder for the road work phase, with a bid of \$314,821.07.

2008/09 Prop 1B Seal Coats
 Project No. 08-01
BID TABULATION

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	Engineer's Estimate		Graham Contractors, Inc.		California Pavement Maintenance Co., Inc.		Valley Slurry Seal		Intermountain Slurry Seal	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
GENERAL ITEMS													
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,586.00	\$ 9,586.00	\$ 12,100.00	\$ 12,100.00	\$ 8,000.00	\$ 8,000.00
2	TRAFFIC CONTROL	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,683.20	\$ 10,683.20	\$ 16,426.89	\$ 16,426.89	\$ 30,600.00	\$ 30,600.00
3	PREPARE WATER POLLUTION CONTROL PLAN (WPCP)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 982.00	\$ 982.00
4	TEMPORARY WATER POLLUTION CONTROL WORK	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 982.00	\$ 982.00
ROADWAY													
5	PAVEMENT PREPARATION & CRACK FILLING	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 24,242.42	\$ 24,242.42	\$ 42,697.00	\$ 42,697.00	\$ 70,452.64	\$ 70,452.64
6	CHIP SEAL (MEDIUM, PG 76-22)	SF	412,467	\$ 0.52	\$ 214,482.84	\$ 0.260	\$ 107,241.42	\$ 0.267	\$ 110,128.69	\$ 0.280	\$ 115,490.76	\$ 0.320	\$ 131,989.44
7	SLURRY SEAL (PM TYPE II)	SF	1,293,125	\$ 0.18	\$ 232,762.50	\$ 0.130	\$ 168,106.25	\$ 0.125	\$ 161,640.63	\$ 0.130	\$ 168,106.25	\$ 0.140	\$ 181,037.50
8	REMOVE PAVEMENT MARKINGS AND MARKERS	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,050.00	\$ 1,050.00	\$ 1,048.00	\$ 1,048.00	\$ 1,050.00	\$ 1,050.00	\$ 1,080.00	\$ 1,080.00
9	REPLACE 12" THERMOPLASTIC LINES	LF	1034	\$ 6.00	\$ 6,204.00	\$ 2.60	\$ 2,688.40	\$ 2.62	\$ 2,709.08	\$ 2.60	\$ 2,688.40	\$ 2.70	\$ 2,791.80
10	REPLACE THERMOPLASTIC STOP LEGENDS (22 SF EA)	EA	37	\$ 150.00	\$ 5,550.00	\$ 80.00	\$ 2,960.00	\$ 78.60	\$ 2,908.20	\$ 78.50	\$ 2,904.50	\$ 81.00	\$ 2,997.00
11	REPLACE BLUE REFLECTIVE HYDRANT MARKERS	EA	142	\$ 5.00	\$ 710.00	\$ 12.50	\$ 1,775.00	\$ 12.58	\$ 1,786.36	\$ 12.60	\$ 1,789.20	\$ 13.00	\$ 1,846.00
TOTAL				\$ 515,709.34		\$ 314,821.07		\$ 325,982.57		\$ 365,253.00		\$ 432,758.38	

LISTED SUBCONTRACTORS

STRIPING REMOVAL	Chrisp Company 43650 Osgood Road Fremont, CA 94539
STRIPING	Chrisp Company 43650 Osgood Road Fremont, CA 94539
CHIP SEAL	Graham Contractors 860 Lonus Street San Jose, CA 95126
	Chrisp Company 43650 Osgood Road Fremont, CA 94539
	Chrisp Company 43650 Osgood Road Fremont, CA 94539
	Chrisp Company 43650 Osgood Road Fremont, CA 94539
	International Surfacing PO Box 4770 Modesto, CA 95352

EXHIBIT B

City of Winters
2008/09 Seal Coat Project
Street Segment List (by Zone)

APPENDIX B

Zone #	Street Name	From	To	Length (ft)	Width (ft)	Area (SF)	Surface Trtmt
1	Columbia Wy	Suffolk Pl	Valley Oak Dr	530	36.0	19,080	CAPE
1	Dorset Ct	W End	Valley Oak Dr	246	40.0	9,840	CAPE
1	Eisenhower Av	Valley Oak Dr	Hoover St	511	36.0	18,396	CAPE
1	Hampshire Ct	W End	Valley Oak Dr	340	36.0	12,240	CAPE
1	Hoover St	Kennedy Dr	Roosevelt Av	438	36.0	15,768	CAPE
1	Kennedy Dr	Valley Oak Dr	Roosevelt Av	1,105	46.0	50,830	CAPE
1	Quail Ct	W End	Valley Oak Dr	230	36.0	8,280	CAPE
1	Roosevelt Av	Valley Oak Dr	75' E of Hoover	625	37.0	23,125	CAPE
1	Southdown Ct	S End	Suffolk Pl	350	36.0	12,600	CAPE
1	Suffolk Ct	Columbia Wy	N End	225	36.0	8,100	CAPE
1	Suffolk Pl	Valley Oak Dr	Columbia Wy	1,070	36.0	38,520	CAPE
Subtotals by Zone				5,670		216,779	
2	Jefferson St	McArthur Av	Washington Av	500	36.0	18,000	SS
2	Kennedy Dr	Roosevelt Av	Taylor St	200	34.0	6,800	SS
2	Lincoln St	McArthur Av	Washington Av	400	36.0	14,400	SS
2	Roosevelt Av	75' E of Hoover	Kennedy Dr	885	36.0	31,860	SS
2	Taft Ct	E End	Roosevelt Av	220	36.0	7,920	SS
2	Washington Av	W End	Taylor St	879	36.0	31,644	SS
Subtotals by Zone				3,084		110,624	
3	Berryessa Ct	Village Cir	N End	235	65.0	15,275	SS
3	Hillview Ln	Village Cir	Village Cir	675	45.0	30,375	SS
3	Niemann St	W End	Village Circle (E)	1,616	32.0	51,712	SS
3	Village Cir	Niemann St	Niemann St	1,985	37.0	73,445	SS
Subtotals by Zone				4,511		170,807	
4	Apricot Av	Grant St	N End	854	37.0	31,598	SS
4	Aster St.	Main St.	Lupine Way	398	46.0	18,308	SS
4	Ficus Way	Ivy Loop	Snapdragon St.	350	36.0	12,600	SS
4	Foxglove Circle	Ivy Loop (west intx)	Ivy Loop (east intx)	838	36.0	30,168	SS
4	Ivy Ct.	cul-de-sac	End	472	36.0	16,992	SS
4	Ivy Loop	Main	Snapdragon St.	509	44.0	22,396	SS
4	Ivy Loop	Snapdragon St.	End	891	36.0	32,076	SS
4	Luis Pl	W End	Apricot Av	400	36.0	14,400	SS
4	Lupine Way	Ivy Court	Ivy Loop	853	36.0	30,708	SS
4	Pear Pl	W End	Apricot Av	262	36.0	9,432	SS
4	Plum Pl	W End	Apricot Av	400	36.0	14,400	SS

**2008/09 Seal Coat Project
Street Segment List (by Zone)**

Zone #	Street Name	From	To	Length (ft)	Width (ft)	Area (SF)	Surface Trtmt
4	Snapdragon St.	Ivy Loop	cul-de-sac end	874	36.0	31,464	SS
	Subtotals by Zone			7,101		264,542	
5	2nd St	Wolfskill	Russell	370	36.0	13,320	CAPE
5	Russell Street	Emery St	Fourth St	1,230	36.0	44,280	CAPE
5	Russell Street	Fourth St	Railroad Ave	1,850	36.0	66,600	CAPE
	Subtotals by Zone			3,450		124,200	
6	East Edwards Street	Railroad Ave	East St	820	38.0	31,160	CAPE
6	Walnut Ln	Grant St	Colby Ln	881	32.0	28,192	CAPE
6	Walnut Ln	Colby Ln	Broadview Ln	264	35.0	9,240	CAPE
6	Walnut Ln	Broadview Ln	N End	703	35.0	24,605	CAPE
	Subtotals by Zone			2,668		93,197	
7	Blue Oak Ln	Creekside Wy	Main (E) St	589	35.0	20,615	SS
7	Creekside Wy	Main (E) St	Maple Ln	1,405	31.0	43,555	SS
7	Creekside Wy	Maple Ln	Wild Rose Ln	700	35.0	24,500	SS
7	East Baker St.	Morgan	Main (E) St	1,060	36.0	38,160	SS
7	East Baker St.	Main (E) St	East End	250	36.0	9,000	SS
7	Madrone Ct	W End	Creekside Wy	123	21.0	2,583	SS
7	Manzanita Way	Blue Oak	Wild Rose	808	36.0	29,088	SS
7	Maple Lane	E. Baker	Creekside	837	36.0	30,132	SS
7	Red Bud Ln	Creekside Wy	Baker (E) St	865	34.0	29,410	SS
7	Toyon Ln	Creekside Wy	Main (E) St	519	35.0	18,165	SS
7	Toyon Ln	Main (E) St	White Oak Ln	244	35.0	8,540	SS
7	White Oak Ln	Morgan St	Baker (E) St	850	35.0	29,750	SS
7	Wild Rose Ln	Creekside Wy	Baker (E) St	867	34.0	29,478	SS
	Subtotals by Zone			9,117		312,976	
TOTAL				35,601		1,293,125	

EXHIBIT C

**2008/09 Seal Coat Project
Street Segment List (by Zone)**

Zone #	Street Name	From	To	Length (ft)	Width (ft)	Area (SF)	Surface Trtmt
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LIST OF STREETS TO ADD to the 2008/09 Seal Coat Project

Zone #	Street Name	From	To	Length (ft)	Width (ft)	Area (SF)	Surface Trtmt
1.1	Valley Oak Dr - NB	Quail Ct	N End	1,897	23.0	43,631	CAPE
1.1	Valley Oak Dr - SB	N End	Quail Ct	1,897	23.0	43,631	CAPE

Approx. Cost @ Bid Prices = \$36,000

3.1	Almeria Ave.	Niemann St	Almeria Pl	482	36.0	17,352	CAPE
3.1	Almeria Pl	Almeria Ave.	E End	676	37.0	25,012	CAPE
3.1	Malaga Way	Martinez Way	End	216	36.0	7,776	CAPE
3.1	Martinez Wy	Almeria Dr	Railroad Av	955	36.0	34,380	CAPE
3.1	Niemann St.	Village Circle (E	Almeria	511	34.0	17,374	CAPE
3.1	Niemann St.	Almeria	Railroad	947	34.0	32,198	CAPE

Approx. Cost @ Bid Prices = \$54,000

4.1	Almond Dr	Walnut Ln	N End	1,094	36.0	39,384	SS
4.1	Broadview Ln	Walnut Ln	Morgan (N) St	800	37.0	29,600	SS
4.1	Colby Ln	Walnut Ln	Morgan (N) St	793	37.0	29,341	SS
4.1	Morgan	Broadview Ln	South End	389	36.0	14,004	SS
4.1	Orchard Ln	W End	Almond Dr	550	39.0	21,450	SS

Approx. Cost @ Bid Prices = \$22,000

Approx. TOTAL Cost @ Bid Prices = \$112,000

Requested additional expenditure limit = \$ 129,000

REVISED TOTAL PROP 1B FUND COMMITMENT = \$ 340,000

REVISED TOTAL PROP 1B FUND COMMITMENT (including 10% contingency) = \$ 374,000



**Community Development Agency
STAFF REPORT**

TO: Honorable Chairman and Board of Directors.
DATE : June 16, 2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: City of Winters Community Development Agency Budget Fiscal Year
2009-2010

RECOMMENDATION:

Community Development Agency Board of Directors adopt Resolution 2009-33, A resolution of the City of Winters Community Development Agency Approving and Adopting a Budget of Revenues and Estimated Expenditures For Fiscal Year 2009-2010.

BACKGROUND:

The City of Winters Community Development Agency is required to prepare and adopt a budget each fiscal year. Staff has prepared the budget and presents it for approval this evening.

FISCAL IMPACT:

The Budget gives hiring and spending authority to staff for the Fiscal Year 2009-2010.

**COMMUNITY DEVELOPMENT AGENCY
RESOLUTION 2009-33**

RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS APPROVING AND ADOPTING A BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR FISCAL YEAR 2009-2010

WHEREAS, The Community Development Agency of the City of Winters is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, the members of said Community Development Agency and staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

WHEREAS, the planning and administrative expenditures in the housing fund are necessary for the production, improvement, or preservation of low and moderate income housing;

NOW, THEREFORE BE IT RESOLVED by the Community Development Agency of the City of Winters, that a budget for Fiscal Year 2009-2010 a copy of which is on file in the City Clerk's office is hereby adopted for a total estimated revenues of \$2,440,020, and use of available fund balance of \$10,365,947 for a total source of funds \$12,805,967 and total appropriations of \$12,805,967.

PASSED AND ADOPTED by the City of Winters Community Development Agency this 16th day of June 2009 by the following vote:

**AYES;
NOES;
ABSTAIN;
ABSENT;**

Woody Fridae, Chairman

ATTEST:

Nanci G. Mills, City Clerk



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chairman and Board of Directors
DATE: June 16, 2009
THROUGH: John W. Donlevy, Jr., Executive Director
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Façade Improvement Application from Mary Bajakian for Façade Improvement at 1 & 7 Main Street and 302 & 306 Railroad Avenue

RECOMMENDATION:

Staff recommends that the Community Development Agency ("CDA") accept the Downtown Façade Improvement Application from Mary Bajakian ("Applicant") and authorize staff to issue a Notice to Proceed for identified façade improvements pursuant to the Downtown Façade Improvement Program Guidelines.

BACKGROUND:

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

On June 1, 2009, the CDA received a Downtown Façade Improvement Program Application from the Applicant for façade improvements to the storefronts at 1 & 7 Main Street and at 302 & 306 Railroad Avenue. The project will include two new awnings, additional outside lighting, painting and trim work, restoration of existing brick, and new signage. The space will continue to house the Putah Creek Café, with the space at 306 Railroad Avenue being developed as potential retail space for a flower shop.

DISCUSSION:

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

FISCAL IMPACT:

Estimated costs for the total Project are Forty Thousand Dollars (\$40,000). The Project would incorporate a total of four storefronts (two on Main Street for Putah Creek Café, and two on Railroad Avenue, the upstairs stairwell and the storefront at 306 Railroad). According to the Guidelines, "For corner buildings fronting more than one street,

improvements must be made to each frontage if determined necessary by staff. Corner buildings generally have two facades and therefore are eligible for higher rebates." Both facades will include paint improvements, façade restoration and exterior lighting improvements, plus the addition of two awnings. They are therefore eligible for a 50% reimbursement (up to \$5,000 per storefront). Per the guidelines, this facade application is eligible for up to \$20,000 in reimbursement costs (4 storefronts at \$5,000 each).

ATTACHMENTS:

Application from Mary Bajakian
Downtown Façade Improvement Guidelines
Map of Façade Improvement Area
Location Map of Project



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

1. **Project Location**
 Address or Property to be Improved: #7 and #1 MAIN ST. / #302 & #306 RAILROAD
 Assessor Parcel Number(s): 003-204081
 Name of Business(es) in Project: PUTAH CREEK CAFE / 302-STAIRWELL OUTSIDE AND UPSTAIRS WINDOWS / VACANT SPACE AT 306-PROPOSED FLOWER SHOP

2. **Applicant Information**
 Name: MARY BAJAKIAN
 Address: 1460 WESTMINSTER AVE.
 Phone: 707 422 2928 / CONTACT: MELANIE BAJAKIAN 530 867 2347
 Do you: Own Rent (month to month) Lease the subject property?
 If leased, date of lease expiration: PUTAH CREEK CAFE / LIFETIME LEASE
 Name of Property Owner MARY BAJAKIAN Phone 707 422 2928

3. **Business or Services Offered on site** RESTAURANT
 Total Building Square Footage: 6,660 Leased Square Footage: 4,700 Building Frontage: 120 plus ft X 55 plus ft

4. **Description of proposed Improvements:** 2 NEW AWNINGS, OUTSIDE LIGHTING ON TOTAL BUILDING. PAINT & TRIM OF #7 & #1 MAIN ST. ALONG WITH ALL TRIM WORK. PAINTING & TRIM WORK W/ LIGHTING ON 306 R.R. AVE. HARDWARE ON BUILDING & SIGNAGE
 Please include the following, if applicable: a) rendering or sketch of proposed improvements; b) architectural plans; c) sign plans; d) awning design; e) color and materials samples for paint, awning, signs, etc.

5. Estimated Costs and Timing:	<i>Estimated Cost</i>
A. Water Clean Exterior	\$ _____
B. Exterior Paint	\$ <u>10,000</u>
C. Sign Removal	\$ _____
D. New Signage	\$ _____
E. Awnings	\$ <u>10,000</u>
F. Window Replacements	\$ _____
G. Exterior Lighting	\$ <u>10,000</u>
H. Facade Restoration	\$ <u>10,000</u>
I. Architectural/Design Fees	\$ _____
J. Other Proposed Improvements	\$ _____
K. Building Permit/Planning Fees	\$ _____
TOTAL ESTIMATED COST	\$ <u>40,000</u>
<i>Estimated Days/Months for Completion:</i>	_____

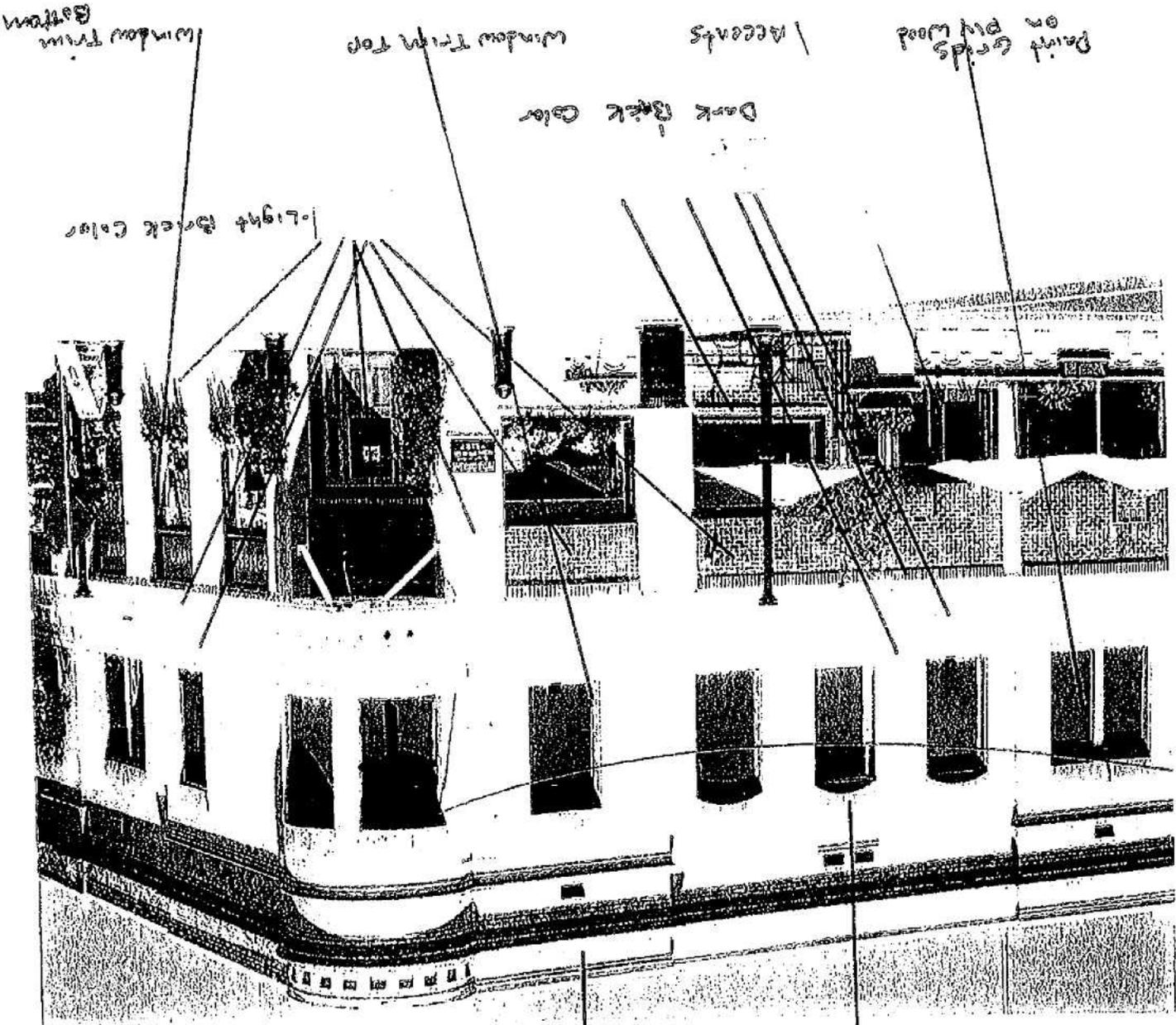
Signed: Mary Bajakian
by Melanie Bajakian
 Property Owner(s) Signature(s)

Signed: Mary Bajakian
by Melanie Bajakian
 Applicant(s) Signature(s)

Date: June 1, 2009

Date: June 1, 2009

AF-405
 AF-520
 schooner
 AF-370
 chime
 AF-515
 channour



Paint Golds on Ply Wood

Accents

Dark Brick Color

Window Trim Top

Light Brick Color

Window Trim Bottom

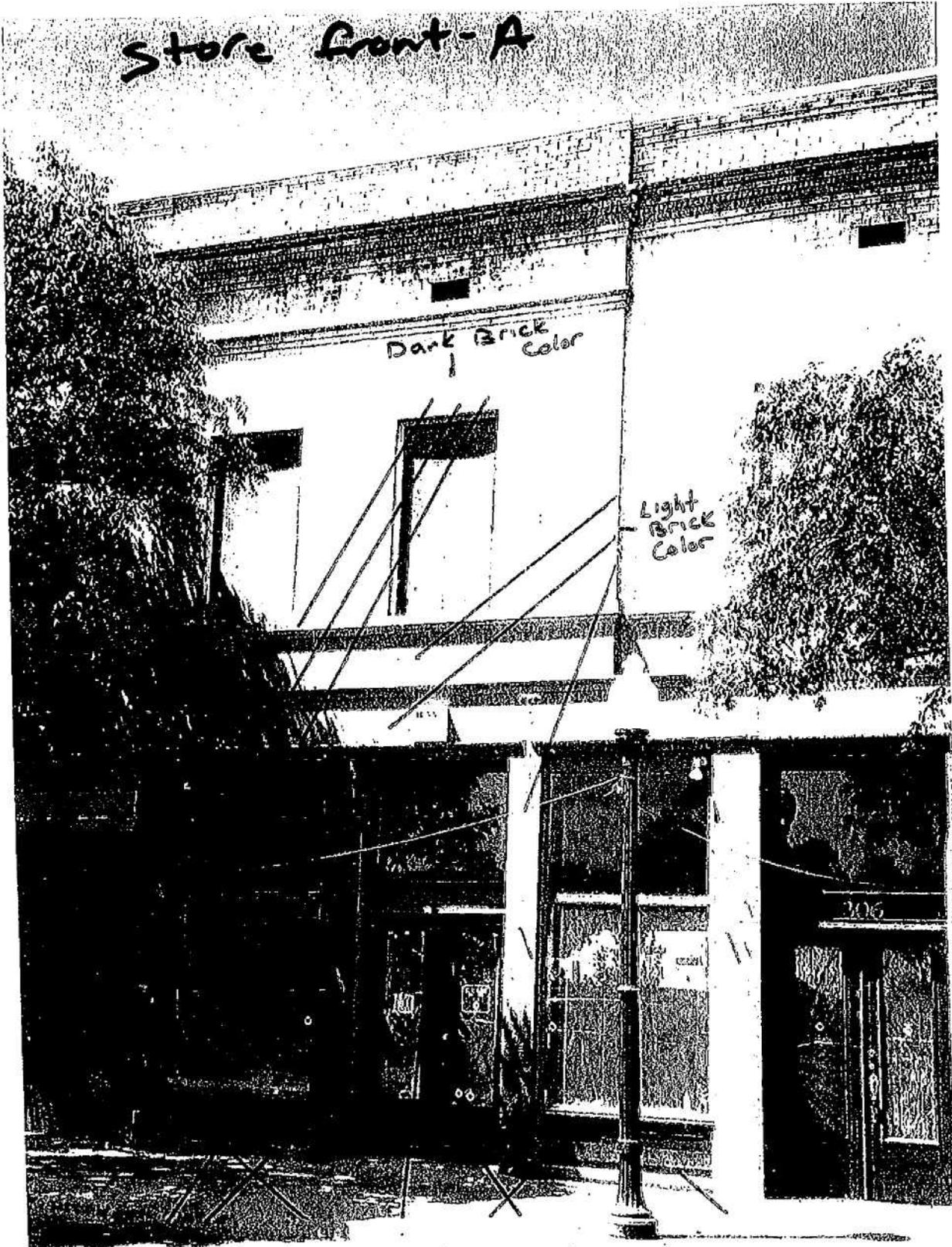
Light Brick Color

Dark Brick Color

Putra Creek Cafe



Store front - A



Dark Brick Color

Light Brick Color

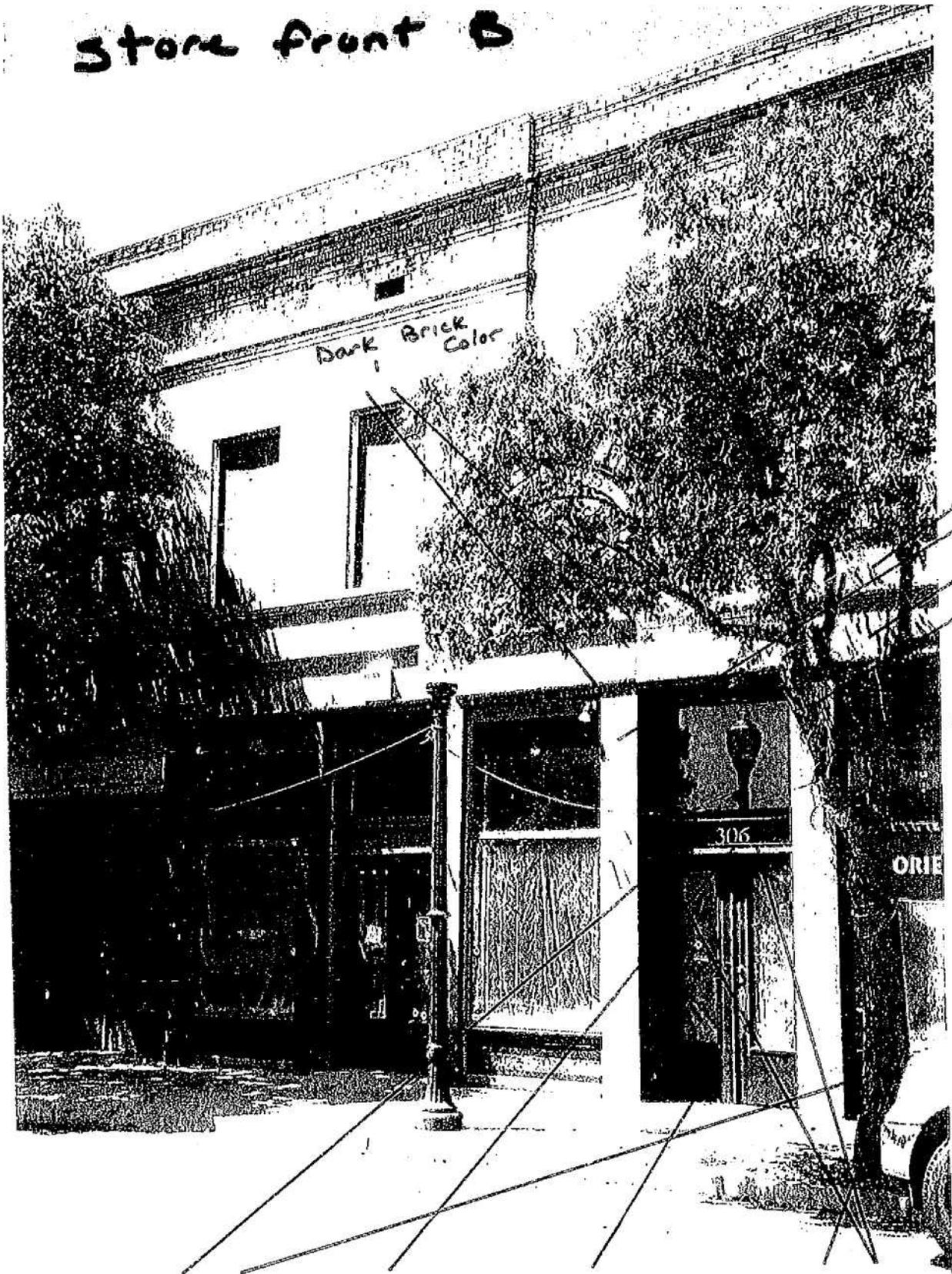
AF-155 **Trims**
weimeraner

AF-20 **panels**
mascarpone

AF-180 **DOORS**
wenge

AF-300 **ACCENTS**
dinner party

store front B



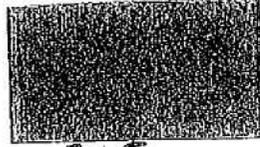
AF-80 panels

jute

AF-505

Accents

blue echo



AF-560

Front Doors

flint

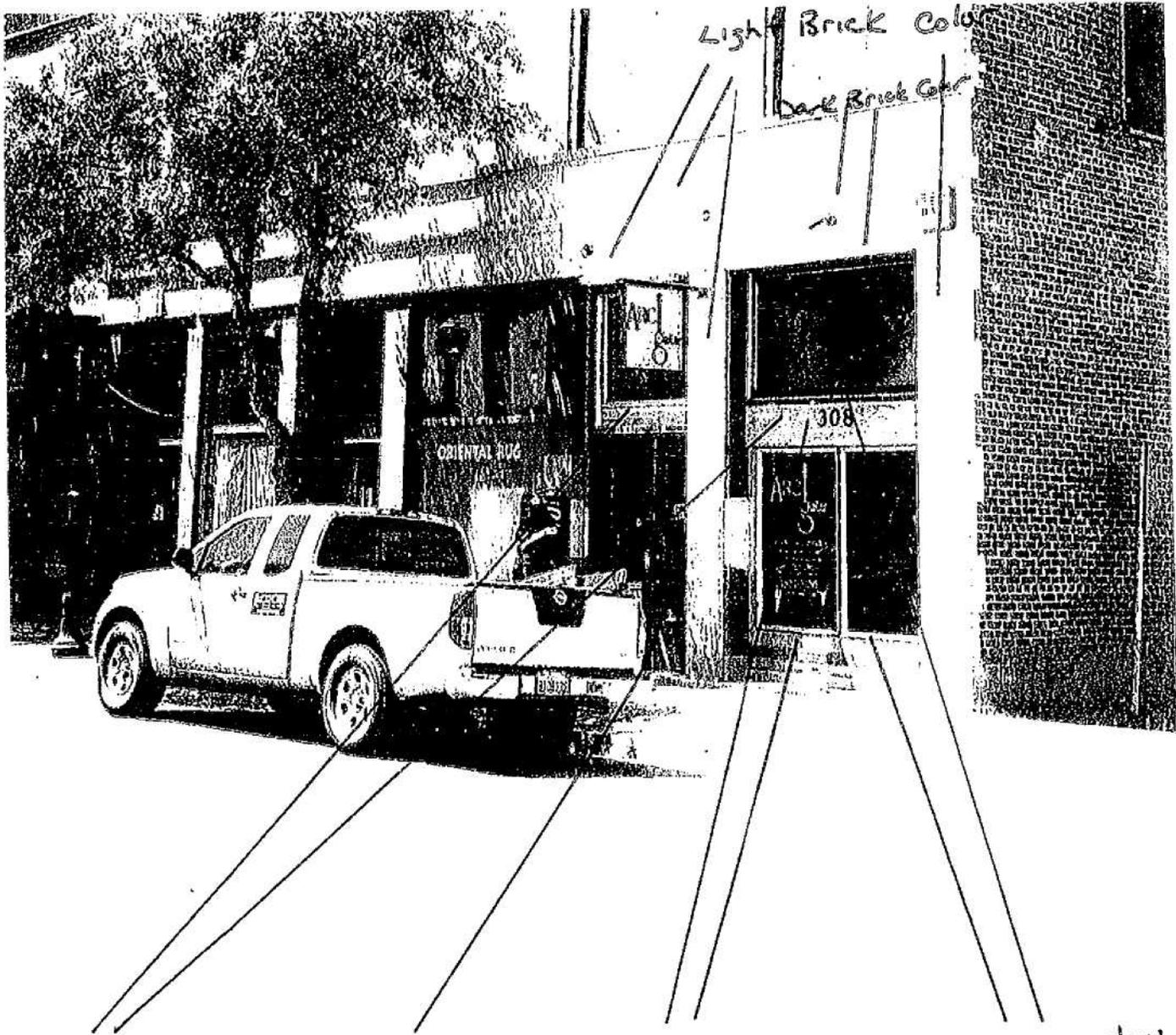


AF-170

french press

TRIM

store front C



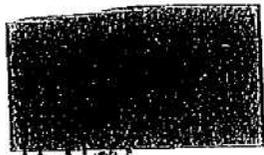
Window
Trims

AF-375 Panels

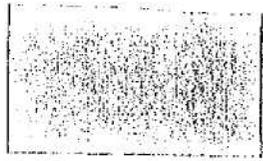
rattan



AF-775 Paint Doors
rustique



AF-655 Window
Panels silhouette



AF-355 etruscan

PUTAH CREEK CAFE CORNER #1 MAIN ST.

Upstairs wood windows

townsend harbor brown



Painted panes on upstairs windows

thicket

BREAKFAST, LUNCH, DINNER
Signage

townsend WITH
WHITE LETTERING



WINDOW WOOD TRIM

SCHOONER



KICKOUT TRIM BRICKS

MAYFLOWER RED



UMBRELLAS

townsend



BOTTOM OF BUILDING
THAT IS CURRENTLY
GREEN, WILL CHANGE
TO MATCH THE UPSTAIRS
YELLOW BRICK

THERE WILL BE A
MULTITUDE OF BASKETS,
POTS, AND CLIMBING
MULTI COLOR FLOWERS
TO MAKE THE CORNER POP

AWNING
CAPRI BLUE



STAIRWELL
BEAUTIFUL STOREFRONT TO UPSTAIRS OF BUILDING

BRICK COLUMNS

CITRINE

ORNATE DOOR
WINDOW

TOWNSEND



WINDOW PANE

THICKET

KEEP COLORS OF
ORNATE TRIM AS IS
ACCENT COLOR

GEORGIAN BRICK



TURKOVICH WINERY

BRICK COLUMNS (3)

..'

GARRISON RED



WOOD TRIM TAN

TAN

WEIMERANER

DOOR AND PANELS

ON BOTTOM

WENGE



TRIM

IVORY TUSK

RICH CREAM

VACANT SPACE / CURRENTLY LOOKING
FOR FLOWER SHOP

BRICK COLUMNS WILL
MATCH BRICKS FROM
TOP OF BUILDING

PANELS

JUTE

ACCENTS

BLUE ECHO



FRONT DOORS

FLINT



TRIM

FRENCH PRESS



ARC GUITAR

BRICK COLUMNS

townsend harbor brown

DOORS

GARRISON RED
OR
RUSTIQUE

PANELS



WINDOW BEAMS

RATTAN

WINDOW TRIM

SILHOUETTE



ETRUSCAN





Winters Community Redevelopment Agency Downtown Façade Improvement Program GUIDELINES

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

Program Goals

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

Eligible Properties

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

Eligible Participants

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- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.

Application Prioritization

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

Rebate Amounts

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

Properties with Multiple Storefronts or Facades

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

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

Eligible Improvements

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

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

Façade Maintenance Easement

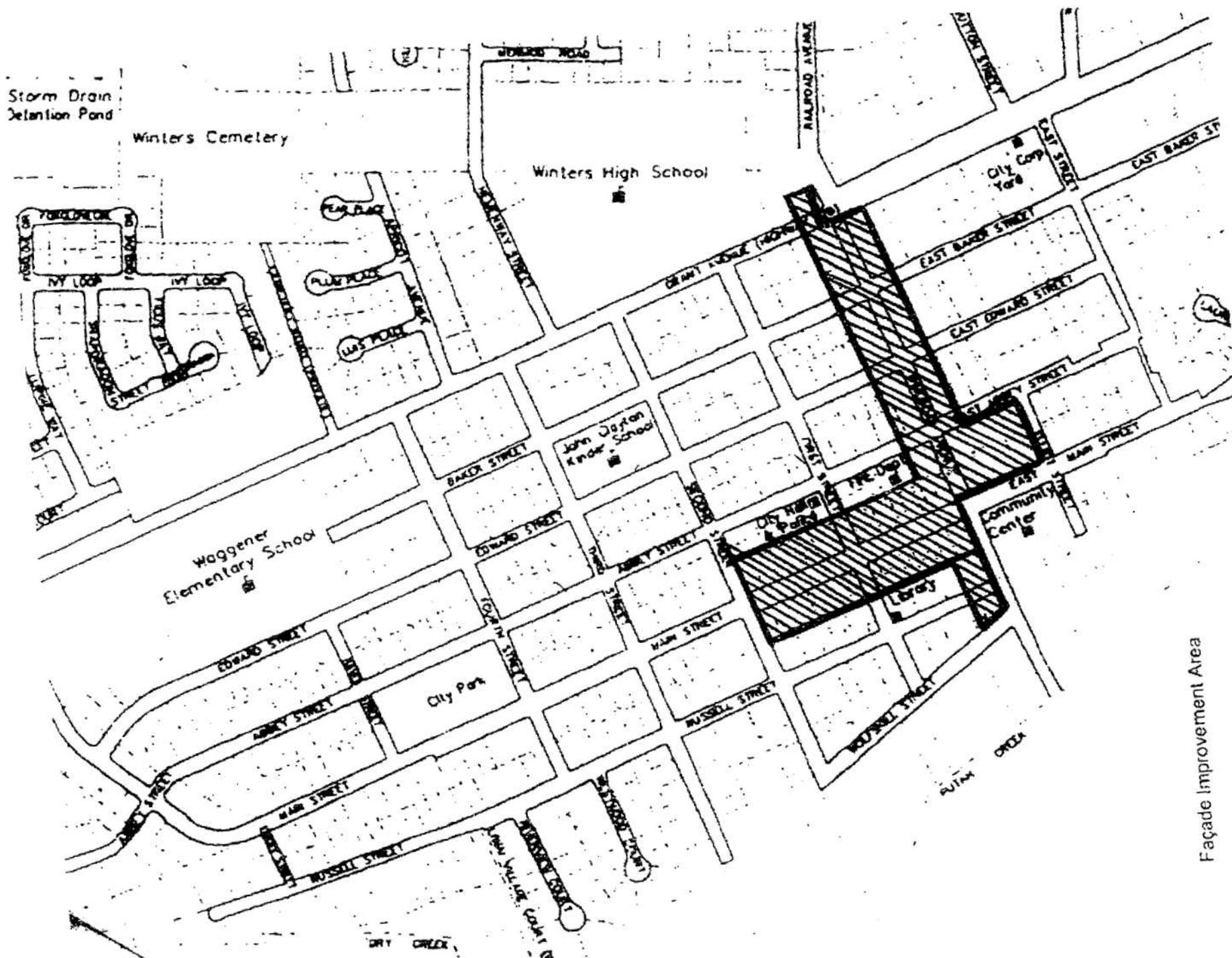
Once the work is completed, the Agency will record a five-year façade maintenance easement on the property. If the applicant does not maintain the improvements that were funded through the program, the Agency has the authority to record a lien on the property to recover the Agency's cost. A sample of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

Application Process

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

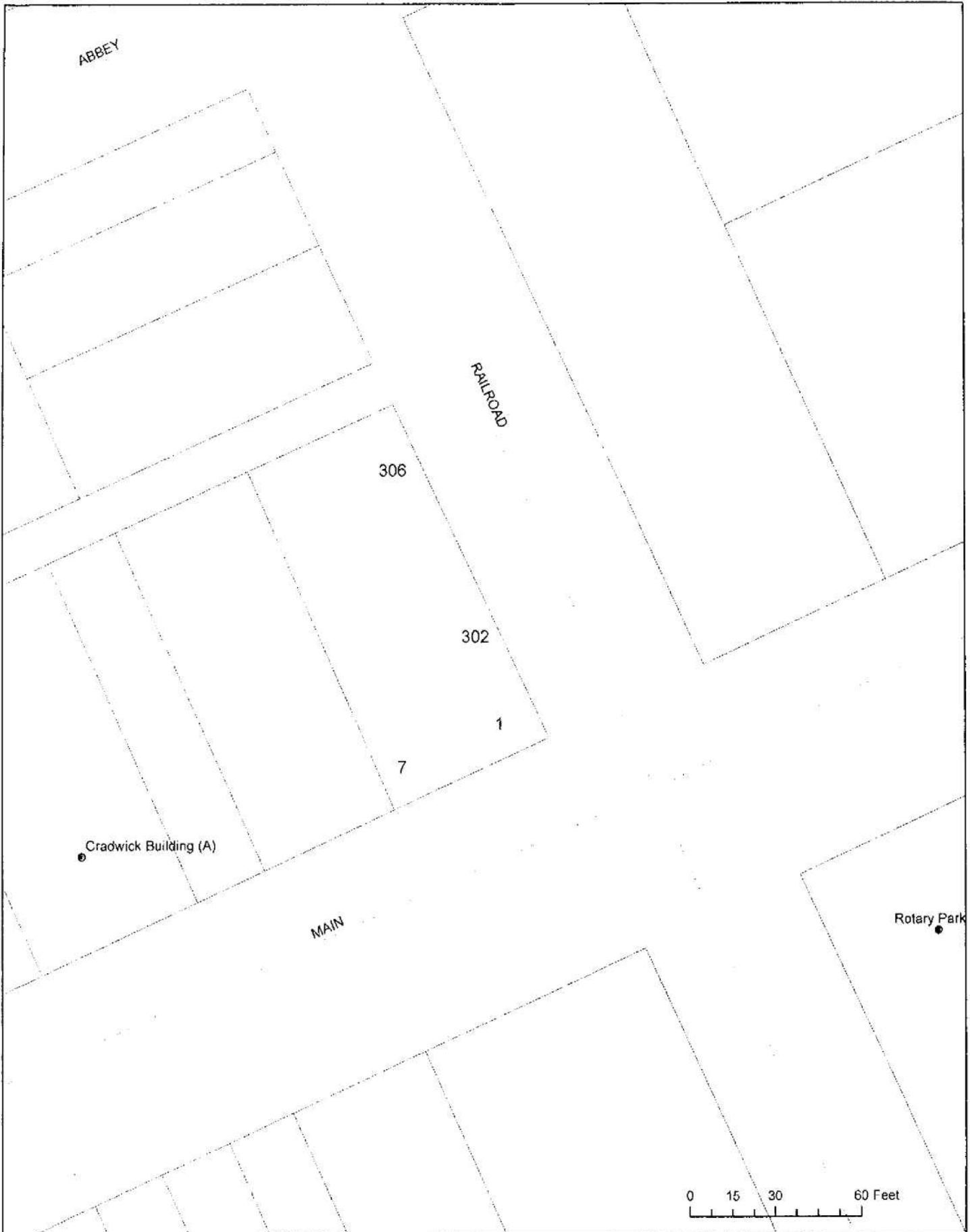
1. After reviewing the Program Guidelines, the applicant will meet with Agency staff to discuss desired work to be undertaken. If proposed work is within Program Guidelines as determined exclusively by Agency staff, a completed Application is submitted to the Agency. Written bids, sketches, color samples and material samples should be included.
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3. Upon approval, the Agency will send a "Notice to Proceed" to the applicant. The applicant may proceed with the façade improvements pursuant to the approved design and issued permits. All payments for the work should be made by the applicant supported by clearly defined invoices outlining eligible work. Work shall commence within 90 days of the approval date of the building permit. Extensions may be granted at the discretion of Agency staff.
4. Agency staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the applicant and the Agency.
5. Once the work is completed, the Agency will record a facade maintenance easement, good for five years, on the subject property.
6. Reimbursement claims for all eligible expenses must be submitted with the following supporting documents:
 - A completed Rebate Claim for, supplied by the Agency
 - Any applicable planning and building permits
 - Canceled checks and paid invoices/receipts for eligible workAfter final approval of the improvements, the rebate reimbursement will be processed. Allow 30 days for receipt of the rebate check.
7. After the work is completed, applicant shall display a sign (provided by the Agency) indicating participation in the Downtown Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of 30 days.

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



Façade Improvement Area

1, 7 Main & 302, 306 Railroad





**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chairman and Board of Directors
DATE: June 16, 2009
THROUGH: John W. Donlevy, Jr., Executive Director
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Façade Improvement Application from Turkovich Family Wines LLC for
Façade Improvement at 304 Railroad Avenue

RECOMMENDATION:

Staff recommends that the Community Development Agency ("CDA") accept the Downtown Façade Improvement Application from Turkovich Family Wines LLC ("Applicant") and authorize staff to issue a Notice to Proceed for identified façade improvements pursuant to the Downtown Façade Improvement Program Guidelines.

BACKGROUND:

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

On June 2, 2009, the CDA received a Downtown Façade Improvement Program Application from the Applicant for façade improvements to the storefront at 304 Railroad Avenue. The project will include painting and trim work, additional outside lighting, restoration of existing brick, and new signage. The space is being developed as the location of the Peekaboo Hills Winery.

DISCUSSION:

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

FISCAL IMPACT:

Estimated costs for the total Project are Ten Thousand Dollars (\$10,000). The Project would incorporate a total of one storefront (the storefront at 304 Railroad). According to the Guidelines, "For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by staff. Corner buildings generally have two facades and therefore are eligible for higher rebates." This application for

façade improvement is being submitted concurrent with an application from Mary Bajakian for other storefronts in this same building. This facade will include paint improvements, facade restoration and exterior lighting improvements, plus the addition of signage. They are therefore eligible for a 50% reimbursement (up to \$5,000 per storefront). Per the guidelines, this facade application is eligible for up to \$5,000 in reimbursement costs (1 storefront at \$5,000).

ATTACHMENTS:

Application from Turkovich Family Wines LLC
Downtown Façade Improvement Guidelines
Map of Façade Improvement Area
Location Map of Project



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

1. Project Location

Address or Property to be Improved: 304 Rail Road Ave
 Assessor Parcel Number(s): _____
 Name of Business(es) in Project: Turkovich Family Wines LLC - Poetabos Hills Winery

2. Applicant Information

Name: Chris Turkovich
 Address: 24901 Buckeye Rd. Winters, CA 95694
 Phone: 530-333-6250
 Do you: _____ Own _____ Rent (month to month) Lease the subject property?
 If leased, date of lease expiration: _____
 Name of Property Owner Marcy Bajakian Phone 867-2347

3. Business or Services Offered on site

Total Building Square Footage: _____ Leased Square Footage: 800 Building Frontage: _____

4. Description of proposed Improvements: new tenant facade work, including

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

5. Estimated Costs and Timing:

	<i>Estimated Cost</i>
A. Water Clean Exterior	\$ <u>300.00</u>
B. Exterior Paint	\$ <u>2500.00</u>
C. Sign Removal	\$ _____
D. New Signage	\$ <u>4000.00</u>
E. Awnings	\$ _____
F. Window Replacements	\$ _____
G. Exterior Lighting	\$ <u>1000.00</u>
H. Facade Restoration	\$ <u>1500.00</u>
I. Architectural/Design Fees	\$ _____
J. Other Proposed Improvements	\$ <u>700.00</u>
K. Building Permit/Planning Fees	\$ _____
TOTAL ESTIMATED COST	\$ <u>10,000.00</u>
<i>Estimated Days/Months for Completion:</i>	<u>2 months</u>

Signed: Marcy Bajakian
 by Melanie Bajakian
 Property Owner(s) Signature(s)

Signed: Chris Turkovich
 Applicant(s) Signature(s)

Date: 6/2/09

Date: 6-2-09

TURKOVICH WINERY

BRICK COLUMNS (3)

..1

GARRISON RED



WOOD TRIM TAN

TAN

WEIMERTNER

DOOR AND PANELS
ON BOTTOM

WENIGE



TRIM

IVORY TUSK

RICH CREAM

Store front - A



AF-155
Trims
weimeranur

AF-20
panels
mascarpone

AF-180
Doors
wenge

AF-300
ACCENTS
dinner party



Winters Community Redevelopment Agency Downtown Façade Improvement Program GUIDELINES

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

Program Goals

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

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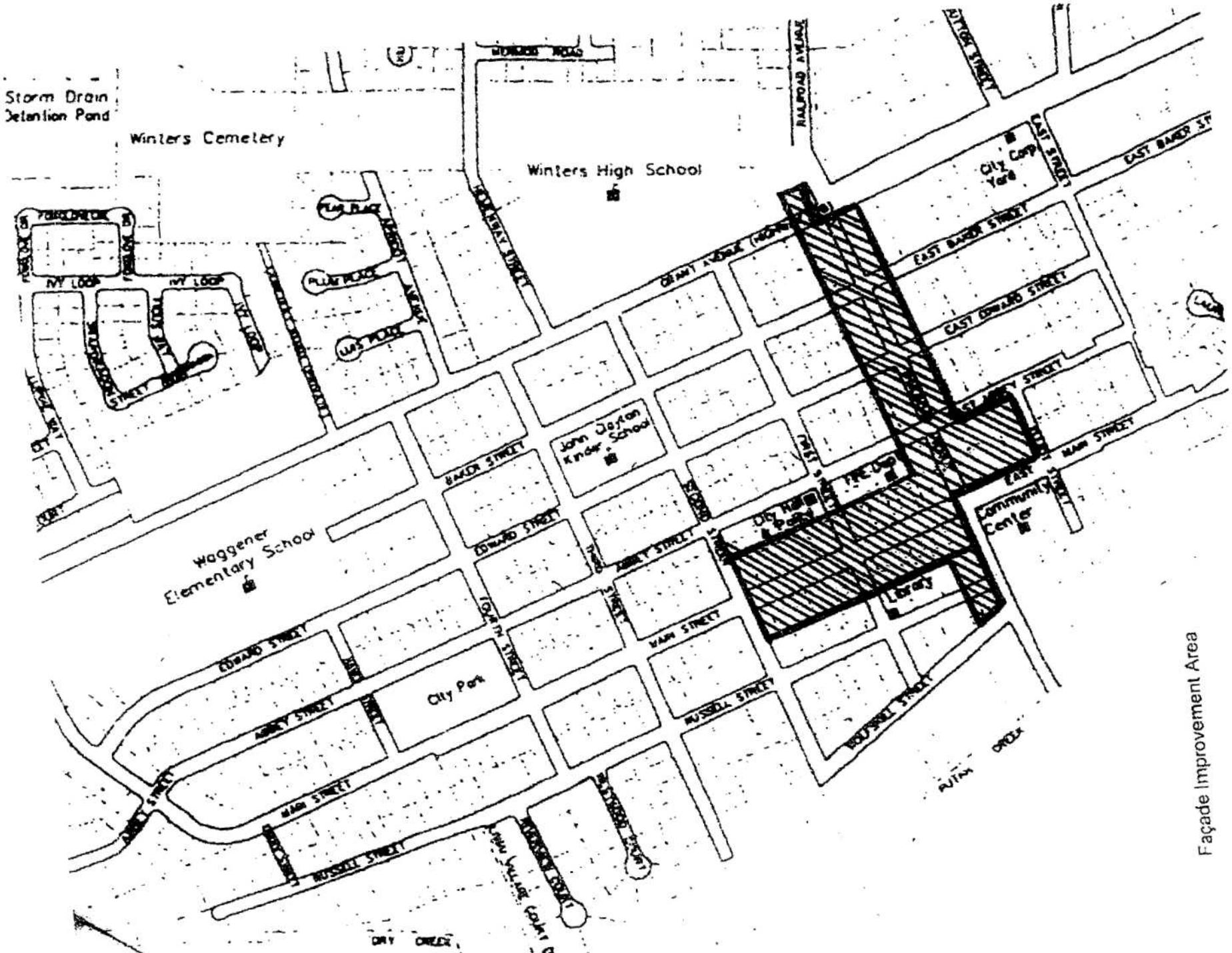
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Façade Improvement Area

304 Railroad

