



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, March 1, 2011
6:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Cecilia Aguiar-Curry, Mayor Pro-Tempore
Harold Anderson
Michael Martin
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 Winters City Council Held on Tuesday, February 15, 2011 (pp 1-11)
- B. Approve Extension of Service Agreement No. 011-09 with Wallace-Kuhl & Associates to Continue Landfill Monitoring Services for 2011 in the Amount Not to Exceed \$7000 (pp 12-20)
- C. Street Closure/Amplified Sound Request by The Buckhorn for Monthly Car Show (pp 21-25)
- D. GEARGRID Racking System for Public Safety Facility (pp 26-28)
- E. Contract Extension for Ponticello Enterprises for Engineering Services (pp 29-32)
- F. Request to go to Bid for a Residential 60" Dual Oven Range for the New Police-Fire Facility, Living Quarters (pp 33)

PRESENTATIONS

Charles W. Anderson, Regional Public Affairs Manager, League of California Cities - Sacramento Valley Division (No Backup)

A Proclamation of the City Council of the City of Winters Recognizing Youth Art Month (pp 34)

DISCUSSION ITEMS

- 1. Public Hearing, Second Reading and Adoption of Ordinance 2011-01, and Ordinance of the City Council of the City of Winters Adding Chapter 3.36 to Title 3 of the Winters Municipal Code to Establish Informal Bidding Procedures Pursuant to the Uniform Public Construction Cost Accounting Act (pp 35-39)
- 2. Approve purchase of Aqualitec Inclined Multi-Rake Screen Equipment to be installed at East Street Wastewater Headworks in the amount of \$87, 944.81 (pp 40-47)
- 3. July 4th Fireworks Committee (pp 48)
- 4. Resolution 2011-15, A Resolution of the City Council of the City of Winters Approving a Purchase and Sale Agreement with the

Winters Community Development Agency with Respect to Certain
Properties (pp 49-52)

COMMUNITY DEVELOPMENT AGENCY

1. Resolution 2011-16, A Resolution of the City of Winters Community Development Agency Approving a Purchase and Sale Agreement with the City of Winters with Respect to Certain Properties (pp 53-56)
 2. Approve Appraisals of Redevelopment Agency Properties at A Cost not to exceed \$15,000 (pp 57-59)
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INFORMATION ONLY

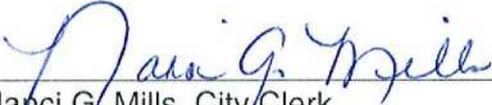
1. January 2011 Treasurer Report (pp 60-66)
2. January 2011 Investment Report (pp 67-68)

CITY MANAGER REPORT

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the March 1, 2011 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on February 23, 2011, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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Wednesday at 10:00 a.m.

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Minutes of the Winters City Council Meeting
Held on February 15, 2011

Mayor Fridae called the meeting to order at 6:30 p.m.

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone and Mayor Fridae

Absent: None

Staff: City Manager John Donlevy, City Attorney John Wallace, Director of Financial Management Shelly Gunby, Community Development Director Nellie Dyer, City Engineers Nick Ponticello and Alan Mitchell, Management Analyst Dawn Van Dyke, Environmental Services Manager Carol Scianna, Housing Programs Manager Dan Maguire, Building Official Gene Ashdown, Police Chief Bruce Muramoto, Lieutenant Sergio Gutierrez, Police Officers Jose Ramirez, Jeremy Warren, Justin Wilson, Matt Martin, and Administrative Assistant Tracy Jensen.

The Pledge of Allegiance was led by McKay Baker, a student at Shirley Rominger Middle School who has read 3 million words this year (so far.)

Approval of Agenda: City Manager Donlevy asked Council to move Discussion Item #3 to Discussion Item #1. Council agreed unanimously.

COUNCIL/STAFF COMMENTS: Council Member Aguiar-Curry has been attending frequent League of California Cities (LCC) meetings and Senate Sub-Committee hearings regarding redevelopment. The LCC Executive Commission has directed a task force to work with the Governor's staff regarding the budget and redevelopment reform. There is pending litigation regarding the redevelopment issue. The LCC Board of Directors will meet on March 25 and will work on a white paper regarding pensions and redevelopment. Ms. Aguiar-Curry said the 2011 Mayors Cup will be held in Corning on May 20th and wants to send a team to defend our title. There was a West Plainfield Community meeting held recently at DQU regarding a proposed Indian Health Service (IHS) Youth Treatment Center in Yolo County. Ms. Aguiar-Curry requested that a speaker from this organization schedule a community meeting in Winters.

Council Member Anderson attended a Lower Putah Creek Coordinating Committee (LPCCC) meeting in Elmira on February 10, where they formalized plans for a 10-year anniversary celebration, which will be held on a Sunday afternoon in April or May. Mr. Anderson also attended a Yolo County Transportation District (YCTD) meeting last night and said the pedestrian bridge project made the Cap to Cap list, which was what he lobbied for.

Council Member Martin received an e-mail from the Chairman of the Yolo County Board of Supervisors inviting all Council Members from all jurisdictions for an Emergency Preparedness meeting to be held on April 28th.

Mayor Fridae said Yolo County Supervisor Saylor called a meeting with Animal Control to be held on March 4th and plans to attend.

PUBLIC COMMENTS: Debra DeAngelo announced the Chamber of Commerce's first informational breakfast meeting will be held on March 1st at 7:30 a.m. at Cody's, where City Manager Donlevy will be the featured speaker. The cost for the breakfast is \$10.

CONSENT CALENDAR:

- A. **Minutes of the Community Development Agency Meeting Held on Monday, January 24, 2011**
- B. **Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, February 1, 2011**
- C. **Joinder to Agreement 88-133 between the Yolo Emergency Communications Agency and the Yocha Dehe Wintun Nation**
- D. **Authorize City Manager to Execute Consultant Services Agreement with Cameron-Cole, LLC to Provide Greenhouse Gas Verification Services in the Amount Not to Exceed \$6,500.00. Expenses to be Reimbursed by Yolo County, PG&E Grant Funds**
- E. **Award of a Construction Contract for the Winters Radio Tower Communications Room Electrical Project**
- F. **Authorize City Manager to Sign Change Order No. 62, Bobo Construction, Inc.**

City Manager Donlevy gave an overview, and explained that the Yocha Dehe Wintun Nation was now a full partner with Yolo Emergency Communications Agency (YECA) in regional emergency services as a result of the Joinder to Agreement 88-133 as described in Item C. Motion by Council Member Martin and seconded by Council Member Aguiar-Curry to approve the Consent Calendar. Motion carried unanimously.

PRESENTATIONS

Administer Oath to Police Officer Joshua Hearn

Police Chief Bruce Muramoto introduced the newest member of the Winters Police Department, Joshua Hearn, who was sworn in by City Attorney Wallace.

The meeting was briefly adjourned to serve cake and reconvened at 6:58 p.m.

INFORMATION ONLY

1. 2010 California Building Codes

Building Official Gene Ashdown gave an overview of the 2010 California Building Codes, which became effective statewide on January 1, 2011. Mr. Ashdown added that the nation's first mandatory green building code dubbed "CalGreen" is intended to assist the state in reducing greenhouse gas emissions by 33% by 2020. Also, the California Residential Code is a new addition to the California Building Standards Code and all new building permit applications submitted after December 31, 2010 for construction throughout California must comply with the new code provisions.

The remaining Information Items were reviewed without objection.

- 2. December 2010 Treasurer Report**
- 3. December 2010 Investment Report**
- 4. Community Development Projects Update**

DISCUSSION ITEMS

- 1. Adoption of Resolution 2011-14, A Resolution of the City Council of the City of Winters Adopting the Informal Bidding Procedures Authorized by the State of California Uniform Public Construction Cost Accounting Act; and Introduction and Waive the First Reading of Ordinance 2011-01, An Ordinance of the City Council of the City of Winters Adding Chapter 3.36 to Title 3 of the Winters Municipal Code to Establish Informal Bidding Procedures Pursuant to the Uniform Public Construction Cost Accounting Act**

City Attorney Wallace gave an overview. Regarding smaller bids, Council Member Martin asked what the cost is to go out to bid. City Manager Donlevy said the cost savings could save hundreds of dollars in staff time and publishing costs. City

Attorney Wallace reiterated that these new procedures would rid the City of these costs. Council Member Aguiar-Curry asked if these new procedures would guarantee transparency. City Manager Donlevy replied affirmatively and added that all projects over \$5,000 will continue to come before Council.

Motion by Council Member Anderson and seconded by Council Member Aguiar-Curry to adopt Resolution 2011-14 adopting the informal bidding procedures authorized by the State of California Uniform Public Construction Cost Accounting Act. Motion carried with the following vote:

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

Motion by Council Member Anderson and seconded by Council Member Stone to introduce and waive the first reading of Ordinance 2011-01 adding Chapter 3.36 to Title 3 of the Winters Municipal Code to establish informal bidding procedures pursuant to the Uniform Public Construction Cost Accounting Act. Motion carried with the following vote:

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

2. Public Hearing and Consideration of Resolution 2011-07, A Resolution of the City Council of the City of Winters to Adopt the Grant Avenue/State Route 128/Russell Boulevard Complete Streets Concept Plan

Community Development Director Nellie Dyer gave an overview and introduced Lou Hexter, Project Manager at Moore Iacofano Goltsman, Inc. (MIG), a CalTrans-funded consultant who presented a brief power point presentation that identified conceptual pedestrian, bike, and roadway improvements for the Grant Avenue Corridor from Railroad Avenue east across the I-505 interchange to Yolo County Housing. Council Member Martin asked about a proposed island at Morgan Street where the crossing is lengthy. Council Member Aguiar-Curry asked if there would be stoplights at Morgan or E. Main, as the Morgan Street stoplight is in the General Plan. Ms. Aguiar-Curry said as there is a traffic signal identified at E. Main, would there still be three roundabouts as depicted? City Engineer Nick Ponticello confirmed the traffic signal at E. Main is identified and said the roundabouts could look significantly wider with four lanes east of E. Main, where there is a substantial

amount of traffic. Mr. Ponticello added that the roundabouts can go in regardless of what happens at E. Main. They will start with one round about at Walnut Avenue as a pilot program.

Council Member Anderson said this was a good conceptual plan. Council Member Stone said the conceptual plan was a good process and was very well done. Council Member Stone also said the door hasn't been closed for a round-about at E. Main. Council Member Anderson said he was anxious to incorporate Safe Routes to School with the Grant Avenue Corridor for one whole package. Community Development Director Nellie Dyer said there are funding opportunities for this particular effort from SACOG (Sacramento Area Council of Governments) grants.

Council Member Martin asked whether Cal Trans has looked at making any changes to the I-505 overpass pedestrian crossing, which is dangerous and not designed properly. Alyssa Begley, Cal Trans Planning Office Chief, District 3, said the overpass does not trigger any safety requirements at this time. Mayor Fridae asked about making small improvements to make it safer. Ms. Begley said she would check into it and added that Cal Trans is in support of the Complete Streets conceptual plan and appreciates the community values and public outreach efforts. If adopted, a System Planning document will be created from the conceptual plan and will show what Grant Avenue will look like. Council Member Aguiar-Curry asked about reducing the speed limit on Grant from 35 mph to 30 mph to accommodate electric vehicles. Ms. Begley said a speed study would have to be completed and analyzed before any reductions could be made.

Mayor Fridae opened the public hearing at 7:55 p.m.

Sally Brown, 24 E. Main Street, said this has been a fabulous community process and thanked MIG, Inc., Cal Trans and City staff for their combined efforts.

Mayor Fridae closed the public hearing at 7:56 p.m.

Motion by Council Member Aguiar-Curry and seconded by Council Member Anderson to approve Resolution 2011-07, adopting the Grant Avenue/State Route 128/Russell Boulevard Complete Streets Concept Plan. Motion carried with the following vote:

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

3. Update on the Winters' Farmers Market and the Winters Community Garden

Housing Programs Manager Dan Maguire gave an overview and provided 2009 and 2010 Profit and Loss summaries. As the market is dependent on revenues, he advised against continuing the Farmers Market as it is not sustainable. Ana Kormos, Market Manager, said she was extremely sad and it hurts to make this recommendation, but must do so for sustainability reasons.

Council Member Martin asked if there might be a future Farmers Market in Winters. Randy McNear, Davis Farmers Market Manager, thought a Farm-to-School program might be able to bring a new constituency to the market and be used as a learning opportunity. This existing institution could be used to build the Farmers Market, as well as innovative collaborations with groups such as the FFA.

Council Member Aguiar-Curry thanked Ms. Kormos for her hard work, as did Mayor Fridae. Ms. Kormos worked tirelessly and the Council is saddened that it didn't survive, but hopes the Farmers Market might come back reincarnated in a different way. Mr. Maguire thanked the Council for their outstanding support of the Farmers Market.

Mr. Maguire said the community garden was fully subscribed with the exception of the raised beds. He asked Council for direction for the upcoming second season. Ms. Kormos also thanked the Council for their support of the community garden. Of the 36 family plots, 5 will be coming available. There is a short wait list and asked if there might be other potential sites available. She will be conducting a community needs assessment to gauge the desire for more public gardening spaces, as additional funding is available.

Council Member Martin asked if there might be space in the park area near the new apartment complex for a "north" garden. City Manager Donlevy added that this proposed site would be near approximately 100 living units. Mr. Maguire said the State Parks representatives revised the layout of the park to include space for a community garden. Council Member Anderson asked about the area near Valley Oak Park, aka the skate park. Based on soil testing, Ms. Kormos said the soil at this location is very good and she would like to develop this site. Council Member Anderson asked staff to draft two letters with the Mayor's signature to Community Clinics Initiative (CCI) for providing a grant to Winters Healthcare and the City of Winters to help fund a farmer's market and to Randy McNear, Davis Farmers Market Manager, for her guidance and expertise while assisting us with the Winters Farmers Market. Eric Doud asked if the City could sanctify farmers selling fruits and vegetable out of their trucks while parked on the street. Ms. McNear said a farmer can get certified as a farmers market, but must first contact John Young, the Yolo County Ag Commissioner to become certified. Sally Brown, 24 E. Main St., said the current farmers market is literally in her back yard and it has been a wonderful success. She thanked Council for supporting it.

4. **Resolution 2011-05 A Resolution of the City Council of the City of Winters For Claim of Transportation Development Act Funding from the Sacramento Area Council of Governments (SACOG)**

Director of Financial Management Shelly Gunby gave an overview. Council Member Anderson said he recently met with Terry Bassett of the Yolo County Transportation District regarding the new transporter intermodal in Vacaville.

Motion by Council Member Stone and seconded by Council Member Anderson to approve Resolution 2011-05 for claim of Transportation Development Act Funding from the Sacramento Area Council of Governments (SACOG.) Motion carried with the following vote:

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

5. **Utility User Tax rate status update**

Director of Financial Management Shelly Gunby gave an update regarding PG&E's non-implementation of the UUT tax increase from 4.25% to 9.5%, which was to go into effect on 7/1/2010. PG&E has agreed to remit approximately \$108,000, which represents September, 2010 to February, 2011 and effective February 1, 2011, the new UUT rate of 9.5% will be collected from Winters residents.

6. **Economic Development Advisory Committee Appointees and Schedule**

City Manager Donlevy gave an overview of the Syllabus of Topics and said staff had talked to Terry Bottomley about facilitating the workshops. They are working together regarding the format, which will be similar to the Complete Streets workshops. The syllabus contains two elements: economic development and planning/design. Council Member Martin asked if Mr. Bottomley would facilitate both workshops. City Manager Donlevy said Mr. Bottomley, who is a very effective facilitator and will keep the workshops "on-track" has offered to facilitate both workshops for \$3,400. The workshops will involve working groups that involve the EDAC members and staff will be there to help facilitate this format. Council Member Aguiar-Curry asked about the funding to pay for Mr. Bottomley's services. City Manager Donlevy said this amount could be absorbed by internal funds, but it is up to the Council. Council Member Anderson asked if the City is refusing to accept donations. Council Member Martin said transparency must be maintained. Mayor Fridae said every donation to the City is subject to scrutiny. Council Member Aguiar-

Curry asked if the Winters Planning Group had obtained their 5013c status and asked if non-profit status prohibited donations to government agencies. There is no documentation that confirms this. Sally Brown indicated that Winters Friends of the Library, a non-profit organization, exists to donate money to the library.

Motion by Council Member Aguiar-Curry and seconded by Council Member Martin to approve funding for Mr. Bottomley's services. Motion carried unanimously.

A second motion was made by Council Member Aguiar-Curry and seconded by Council Member Stone to approve the members of the Economic Development Advisory Committee: Lisa Baker, William Biasi, Joseph Castro, Wade Cowan, Debra DeAngelo, Bill Hailey, Chris Turkovich and Sandra Vickrey. Motion carried unanimously.

Lanette McClure, 26002 Venada, thanked the Council for taking the economic development and planning/design to the public, where the future of Winters will be defined and the gateway will determine the quality of life.

City Manager Donlevy said all Economic Development Advisory Committee meetings are open to the public. There are 13 meetings and two community workshops scheduled, with the first workshop being near the beginning of the schedule and the second being near the end of the schedule.

Agency Chairman Aguiar-Curry convened the Community Development Agency meeting jointly with the City Council meeting at 8:47 p.m.

7. **Resolution 2011-08, A Resolution of the City Council of the City of Winters Adopting the Repayment Schedule for the Loan Made by the City of Winters to the Winters Community Development Agency for payment of the 2009-2010 SERAF (Supplemental Education Revenue Augmentation Fund). (Joint with the Community Development Agency)**

Director of Financial Management Gunby gave an overview of City Council Discussion Items 7, 8 and 9, and CDA Discussion Items 1, 2 and 3, which represent three loans made by the City to the Redevelopment Agency. These loans include the 2009-2010 SERAF, the 1992 General Plan in the Redevelopment Project Area, and Water Distribution Facility Improvements. Ms. Gunby is recommending 5-year payment plans and the adoption of City Council Resolutions 2011-08, 2011-09, 2011-10 and CDA Resolutions 2011-11, 2011-12 and 2011-13, which will formally place the repayment schedules into the record.

Motion by Council Member Aguiar-Curry and seconded by Council Member martin to approve Resolution 2011-08, adopting the Repayment Schedule for the loan made by the City of Winters to the Winters Community Development Agency for payment

of the 2009-2010 SERAF; Resolution 2011-09, adopting the Repayment Schedule for the loan made by the City of Winters to the Winters Community Development Agency for payment on the 1992 General Plan Amendment; and Resolution 2011-10, adopting the Repayment Schedule for the Water Distribution Facility Improvements within the Redevelopment Project Area. Motion carried with the following vote:

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

COMMUNITY DEVELOPMENT AGENCY

1. **Resolution 2011-11, A Resolution of the Winters Community Development Agency Adopting the Repayment Schedule for the Loan Made by the City of Winters to the Winters Community Development Agency for Payment of the 2009-2010 SERAF (Supplemental Education Revenue Augmentation Fund) *(Joint with the City of Winters)***
2. **Resolution 2011-12, A Resolution of the Winters Community Development Agency Adopting the Repayment Schedule for the Loan Made by the City of Winters to the Winters Community Development Agency for payment on the 1992 General Plan Amendment *(Joint with the City of Winters)***
3. **Resolution 2011-13, A Resolution of The Winters Community Development Agency Adopting the Repayment Schedule for the Water Distribution Facility Improvements within the Redevelopment Project Area *(Joint with the City of Winters)***

Motion by Agency Member Stone, seconded by Agency Member Fridae to adopt Resolution 2011-11, adopting the Repayment Schedule for the loan made by the City of Winters to the Winters Community Development Agency for Payment of the 2009-2010 SERAF (Supplemental Education Revenue Augmentation Fund); Resolution 2011-12, adopting the Repayment Schedule for the loan made by the City of Winters to the Winters Community Development Agency for payment on the 1992 General Plan Amendment; and Resolution 2011-13, adopting the Repayment Schedule for the Water Distribution Facility Improvements within the Redevelopment Project Area. Motion carried with the following vote:

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

4. **Resolution 2011-06, A Resolution of the Winters Community Development Agency Authorizing the City Manager to Sign an Agreement with Richards, Watson and Gershon for Special Legal Counsel Services to the Winters Community Development Agency**

Director of Financial Management Gunby gave an overview of the proposed agreement, which would be an on-call contract with Richards, Watson & Gershon for issues related to the threat of redevelopment elimination. Teresa Ho-Urano, who was our council for the 2007 Tax Allocation and Water & Sewer Bonds, would be our contact. Agency Member Martin asked about the cost for the on-call contract. Ms. Gunby estimated \$10,000, but hopes it will be much less. She also added that there is no cap. City Manager Donlevy said Ms. Gunby knows what outside range we can afford. Agency Member Anderson said he has some trepidation about creating a Housing Authority, which is a long-term commitment. He suggested that Ms. Gunby have a conversation with Lisa Baker at Yolo County Housing Authority.

City Manager Donlevy said legal documents will be structured and that there is currently no legislation regarding the elimination of redevelopment agencies, but we may need to move very rapidly. Our biggest concern is having a successor agency pull the housing money out from underneath us. We have bonds and we want the money spent in Winters. Agency Member Martin requested a progress report as information is received. Agency Chair Aguiar-Curry said Agency Member Anderson makes a good point – staff should have a conversation with Lisa Baker of the Yolo County Housing Authority.

Motion by Agency Member Martin, seconded by Agency Member Stone to approve Resolution 2011-06, authorizing the City Manager to sign an agreement with Richards, Watson and Gershon for Special Legal Counsel Services to the Winters Community Development Agency. Motion carried with the following vote:

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

Agency Chair Aguiar-Curry closed the Community Development Agency at 9:15 p.m.

CITY MANAGER REPORT: City Manager Donlevy said he is working with staff on two internal committees. The first committee will be looking at some of our fees and financing programs that we have, which include flood fees, planning and building fees, and to resolve the financing and payment plan regarding the sewer and water systems in the I-505 area. City Manager Donlevy added there are a lot of things the City does not get recouped for, which he called "tire kickers." The possibility of imposing a Permit Application Fee of \$100 is being discussed, and when someone pulls a permit for a job, this amount would be credited back to the project, which would help the Community Development staff by having a system in place. Mayor Fridae asked if this was for development projects or information requests in general and City Manager Donlevy replied it would be for building projects only.

City Manager Donlevy said a second committee will be addressing the transition that will be occurring within the organization during the next year, ie: how the water division is going to be working, the contract with Southwest Water, and the transition of the Police & Fire organizations. City Manager Donlevy wants to involve all participants and want to bring the status from a financial standpoint back to Council.

EXECUTIVE SESSION: None

ADJOURNMENT: Mayor Fridae said the Council was in unison and adjourned the meeting at 9:22 p.m. in memory of Winters residents Andy Anderson, age 104, and Ida Wallace, age 90.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 1, 2011
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Approve Extension of Service Agreement No. 011-09 with Wallace-Kuhl & Associates to continue Landfill Monitoring Services for 2011 in the amount not to Exceed \$7000.

RECOMMENDATION: Approve Extension of Service Agreement No. 011-09 with Wallace-Kuhl & Associates (WKA) to continue Landfill Monitoring Services for 2010 in the amount not to Exceed \$7000.

BACKGROUND: The City currently has a service agreement with Wallace- Kuhl & Associates to perform the required semi-annual groundwater monitoring at the former Winters Landfill. Staff recommends the extension of the contract with WKA for 2011. Services will be provided on a time and expense reimbursement basis. Sampling and subsequent reports will be done by June and December 2011. WKA has continued to provide reliable and thorough monitoring services for the City.

Ongoing monitoring of the ground water is required by the RWQCB. It is not unusual for the RWQCB to require groundwater monitoring for closed landfills and other sites indefinitely.

FISCAL IMPACT: The monitoring fees are estimated at \$7,000.00 annually and will be funded through the Landfill Fund.

January 31, 2011

Ms. Carol Scianna
City of Winters Department of Public Works
318 First Street
Winters, CA 95694-1923

Proposal for Semi-Annual and Annual Groundwater Monitoring

FORMER LANDFILL

County Road 33 and County Road 88
Winters, California
WKA Proposal No. 3PR10120

Dear Ms. Scianna:

Wallace-Kuhl & Associates, Inc. (WKA) is pleased to provide the City of Winters an estimated budget for semi-annual and annual groundwater sampling of three shallow groundwater monitoring wells that are in the vicinity of the former landfill referenced above. WKA performed these services in 2009 and 2010 (WKA No. 8482.01). The purpose of this proposal is to establish a scope, fee and agreement for required work in the 2011 calendar year.

Scope of Services

WKA suggests a scope of services that is comprised of the activities that are listed below:

- Collection and laboratory analyses of groundwater samples according to the CVRWQCB's semi-annual schedule for groundwater monitoring.
- Collection and laboratory analyses of groundwater samples according to the CVRWQCBs annual schedule for groundwater monitoring.
- Preparation of a semi-annual groundwater monitoring report.
- Preparation of an annual groundwater monitoring report.

Schedule

WKA will collect groundwater samples from the three monitoring wells (MW01, MW-2, and MW-4) during June and December 2011. WKA will provide draft reports for the City's

consideration at least two weeks prior to the deadline for submitting the reports to the CVRWQCB. WKA will submit the Semi-Annual monitoring report to the CVRWQCB by June 15, 2011. WKA will submit the Annual monitoring report to the CVRWQCB by January 31, 2012.

Compensation

WKA requests its compensation be on a time and expense reimbursement basis according to the attached Schedule of Fees. WKA estimates the budget for this project at \$7,000, which is summarized in the following table.

Estimated Budget Summary

Activity	Budget
Perform 2011 Semi-Annual Monitoring Event	\$3,000
Perform 2011 Annual Monitoring Event	\$4,000
Total Estimated Budget	\$7,000

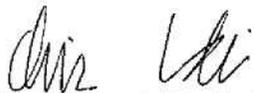
Closing

If this proposal is acceptable, please issue a City of Winters Consultant Services Agreement referencing this letter.

WKA appreciates receiving this opportunity to assist the City of Winters in monitoring conditions at the former landfill. WKA looks forward to providing the City with environmental, geotechnical, and materials testing services for its future projects.

Please call either me if you have any questions regarding this proposal.

Wallace-Kuhl & Associates, Inc.



Christopher J. Kadi, G.I.T.
Staff Geologist

Attachment – Fee Schedule



**WALLACE • KUHL & ASSOCIATES
ENVIRONMENTAL SITE ASSESSMENT CONSULTING AGREEMENT**

**CITY OF WINTERS, DEPARTMENT OF PUBLIC WORKS. ("Client") and River City Geoprosessionals, Inc.,
dba WALLACE • KUHL & ASSOCIATES ("WKA") agree:**

1. **SERVICES TO BE PROVIDED.** WKA, by and through its officers, employees and subcontractors, is an independent consultant and is providing such services for its sole benefit and exclusive use. No third party beneficiaries are intended by this Agreement.

2. **PAYMENT TERMS.** WKA will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated, **January 26, 2011**, which is incorporated herein by reference for the project known as **JOHN PEREZ & SONS, INC.** After five [5] day's prior notice to Client, WKA may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by WKA within sixty [60] days of Client's receipt of WKA's invoice. Client receipt of invoice will be presumed three [3] days after mailing by WKA first class, with adequate postage attached. Time is of the essence of this provision.

Either party may terminate this Agreement without cause upon thirty [30] day's prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay WKA for all reasonable charges, costs and expenses incurred to the date of termination, plus such other charges, costs, and expenses reasonably incurred as a result of termination of the work.

3. **STANDARD OF CARE.** WKA will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of WKA's profession practicing in the same or similar locality at the time of service. **NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.**

Client understands and acknowledges the uncertainty connected with environmental evaluation and agrees that no guarantee or warranty, express or implied, is provided. Client recognizes that WKA's failure to detect the presence of hazardous materials at the site, even though hazardous materials may be assumed or expected to exist, does not guarantee that hazardous materials are not present at the site. Client also recognizes and assumes the risk that sampling through an unknown contaminated zone may spread contamination to an aquifer, underground stream, or other hydrous body not previously contaminated, spreading hazardous materials off-site. Client acknowledges that nothing can be done to prevent such an occurrence and accepts the risk and liability associated with such an occurrence because such sampling is a necessary aspect of the work which WKA will perform for the Client's benefit.

Client further understands that subsurface conditions beneath the project site may vary from those encountered in borings, surveys or explorations and that the information and recommendations developed by WKA are based solely on the information available to it. Any exploration, testing, surveys and analysis associated with the work will be performed by WKA solely to fulfill the purpose of this Agreement and WKA is not responsible for interpretation by others of the information developed.

4. **INSURANCE.** WKA carries workers' compensation insurance and public liability insurance for bodily injury and property damage which may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth in Paragraph 5. Certificates of coverage will be furnished to Client upon request. In the event Client desires greater insurance coverage and directs WKA to take out additional insurance, WKA shall procure and maintain additional insurance, if procurable, at Client's expense; provided, however, WKA shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of WKA's insurance except for gross negligence, fraud or willful misconduct by WKA.

5. **LIMITATION OF LIABILITY.** Client agrees that WKA's liability for damages due to any cause or causes, including but not limited to negligence, errors or omissions, strict liability, or breach of contract or warranty, will be limited to a sum not to exceed \$50,000 or WKA's total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, WKA shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from WKA's performance under this agreement.

6. **RIGHT OF ENTRY AND SITE OPERATIONS.** Unless otherwise agreed, Client shall furnish right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses the necessary permits and licenses required for its activities at the site. WKA will take reasonable precautions to reduce damage to property. However, Client understands that in the normal course of work some damage may occur and agrees to indemnify and hold WKA harmless from liability for such damage including third party liability, if any.



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Client agrees to be solely responsible for designating the locations of all utility lines and subterranean structures within the property lines of the project. **Client** further agrees that **WKA** will not be liable for damage to subterranean structures including, but not limited to, pipes, tanks, conduits, and wires which are not correctly designated by **Client** on or off the site, and to indemnify and hold **WKA** harmless from liability for such damage including third party liability and attorney's fees, if any, attributable to **Client's** failure to properly designate such structures.

WKA will take reasonable precautions to minimize damage to the property caused by our operations. Unless otherwise stated in **WKA's** proposal, our charges do not include cost of restoration due to any related damage which may result. If **Client** requests **WKA** to repair such damage, we will do so at appropriate additional costs to **Client**.

Field tests or boring locations described in **WKA's** report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of **WKA's** or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by **Client**. Should a contractor[s] not retained by **WKA** be involved in the project, **Client** will advise such contractor[s] that **WKA's** services do not include supervision or direction of the means, methods or actual work of the contractor[s], his employees or agents. **Client** will also inform contractor[s] that the presence of **WKA's** field representative for project administration, assessment, observation or testing will not relieve the contractor[s] of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor [not a subcontractor of **WKA**] is involved in the project, **Client** agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all **Client** safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that **WKA** will not be responsible for job or site safety or security on the project, other than for **WKA's** employees and subcontractors, and that **WKA** does not have the duty or right to stop the work of the contractor.

8. **DELAYS.** **WKA** will be excused for any delay in completion of the Agreement caused by acts of God, acts of third parties, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure to make payments promptly, or other contingencies unforeseen by **WKA** and beyond the reasonable control of **WKA**.

9. **ADDITIONAL UNFORESEEN CONDITIONS OR OCCURRENCES.** It is also possible that additional unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing **WKA's** services. If this occurs, **WKA** will promptly notify and consult with **Client**, but will act based on **WKA's** sole judgment where risk to **WKA** personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in our proposal, if practicable in **WKA's** judgment;
- b. Agree with **Client** to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by **WKA** in writing.

10. **SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Unless otherwise agreed by **WKA**, disposal of remaining drilling samples and other specimens shall be the responsibility of **Client**.



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ENVIRONMENTAL SITE ASSESSMENT CONSULTING AGREEMENT

a. **NON-HAZARDOUS SAMPLES.** At Client's written request, WKA will retain preservable test specimens or the residue therefrom for thirty [30] days after submission of our report free of storage charges. After the initial thirty [30] days and upon Client's written request, WKA agree to retain test specimens or samples but only for a mutually acceptable charge and period of time. Client agrees that WKA shall not be responsible or liable for any loss of test specimens or samples retained in storage.

b. **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES.** In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by WKA, WKA will, at its sole option, 1] return such samples to Client for proper disposal; 2] using a manifest signed by Client as generator and at additional charge per sample, have such samples transported to a location selected by Client for proper final disposal; or 3] at an additional charge per sample, dispose of such samples at a properly licensed disposal facility. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that WKA is acting as a bailee and at no time assumes title to such samples.

11. **WASTE DISPOSAL.** If Client requests and WKA agrees to containerize wastes and/or fluids produced by WKA's activity ["Wastes"], Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized Wastes. If Client requests, non-hazardous Wastes will be disposed of by WKA for an additional charge at an appropriately licensed facility. Any hazardous Wastes will be disposed of under manifest executed by Client at any properly licensed facility by Client. At no time will WKA take title to such hazardous wastes.

12. **CLIENT DISCLOSURE.** Client agrees to advise WKA upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or WKA's equipment. Client agrees to provide WKA continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, WKA does not assume control of or responsibility as an operator or otherwise for the site or the person[s] in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

13. **ENVIRONMENTAL INDEMNITY.** Client agrees that it shall be solely responsible for and agrees to indemnify, defend and hold WKA harmless from all liability for property damage or personal injury incurred, including injury to any other person during the course of the work to be performed under this Agreement, except where finally determined as being caused by WKA's sole negligence, intentional misconduct or fraud. In addition, in connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client specifically agrees to defend, hold harmless, and indemnify WKA from and against any and all claims, liabilities, or judgments, except where finally determined as being caused by WKA's sole negligence or willful misconduct, resulting from:

a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;

c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of WKA's services;

d. Allegations that WKA is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the WKA's services; or,

e. Any third party suit or claim for damages against WKA alleging strict liability, personal injury [including death] or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of WKA's services under this Agreement.



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14. **EQUIPMENT CONTAMINATION.** WKA will endeavor to clean our laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the types of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

15. **DOCUMENTS.** WKA will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders [design services only] and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertisement or other type of distribution, and are subject to the following:

a. All documents generated by WKA under this Agreement shall remain the sole property of WKA. Any unauthorized use or distribution of WKA's work shall be at Client's and recipient's sole risk and without liability to WKA. WKA may retain a confidential file copy of its work product and related documents.

b. If Client desires to release, or for WKA to provide, WKA report[s] to a third party not described above for that party's reliance, WKA may agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement [e.g. Secondary Client Agreement]. Reports provided for disclosure of information only may not require separate agreement. Client acknowledges and agrees to inform such third party that WKA's report[s] reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for WKA and by such request Client waives any such claim if WKA complies with the request.

c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by WKA pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without WKA's prior written approval.

d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by WKA for proper performance of our services. WKA may rely upon Client-provided documents in performing the services required under this Agreement; however, WKA assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but WKA may retain one confidential file copy as needed to support our report.

16. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, each party shall be responsible for their own costs incurred in pursuing and defending the claim, including reasonable attorney's fees. This Agreement shall be deemed to have been entered into in the County of Yolo, State of California.

17. **OPINIONS OF COST.** If requested, WKA will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, WKA's designs or WKA's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with WKA. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond WKA's control.

18. **TESTIMONY.** Should WKA or any WKA employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and WKA is not a party in the dispute, then Client agrees to compensate WKA for the associated reasonable expenses and labor for WKA's preparations and testimony at appropriate unit rates, plus out-of-pocket costs. To the extent the party compelling the testimony ultimately provides WKA such compensation, Client will receive a credit or refund on any related double payments to WKA.

19. **CONFIDENTIALITY.** WKA will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.



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20. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the state of the project site.
21. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the parties, such as **Client** Purchase Orders, Work Orders, etc., and that such forms may be issued by **Client** to **WKA** as a matter of convenience to the parties without altering any of the terms or provisions hereof.
22. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between **Client** and **WKA** shall survive the completion of the services and the termination of this Agreement.
23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
24. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.
25. **INTEGRATION AND MERGER.** This Agreement constitutes a final, complete, and total integration of any and all prior understandings, oral or written, between the parties. Any subsequent change, alteration, addition or modification must be mutually agreed upon, in writing, and signed by both parties.
26. **NOTICES.** Any notice required or permitted under this Agreement may be given by hand delivery, fax, overnight mail, or registered, certified, ordinary mail at the addresses set forth herein, but such address may be changed by written notice given by one party to the other from time to time. Notice given by ordinary mail shall be deemed received three [3] days after mailing. In the event of a controversy over delivery, the postmarked date shall control.

PROJECT NAME: CITY OF WINTERS, DEPARTMENT OF PUBLIC WORKS 3PR10120

CITY OF WINTERS

WALLACE • KUHL & ASSOCIATES

SIGNATURE


SIGNATURE

TYPED NAME

Dennis B. Nakamoto
TYPED NAME

DATE

January 31, 2011
DATE

ADDRESS

3050 Industrial Boulevard, West Sacramento, CA 95691
ADDRESS



SCHEDULE OF FEES

GEOLOGIC AND ENVIRONMENTAL SERVICES PERSONNEL - 2010

PROFESSIONAL SERVICES

Administrative Assistant.....	\$65.00 per hour
Draftsperson/GIS Technician.....	\$85.00 per hour
GIS Analyst.....	\$95.00 per hour
Senior Environmental Technician.....	\$90.00 per hour
Staff Environmental Scientist.....	\$115.00 per hour
Senior Environmental Scientist.....	\$130.00 per hour
Staff Geologist/Engineer.....	\$115.00 per hour
Senior Staff Geologist/Engineer.....	\$120.00 per hour
Project Geologist/Engineer.....	\$130.00 per hour
Senior Project Geologist/Engineer/Scientist.....	\$145.00 per hour
Senior Geologist/Engineer.....	\$155.00 per hour
Principal Geologist/Engineer.....	\$185.00 per hour

PREMIUM CHARGES

Overtime and Saturdays, add.....	\$30.00 per hour
Sunday and Holidays, add.....	\$40.00 per hour

LITIGATION

Data Review/Consultation.....	\$225.00 per hour
Depositions/Expert Witness Testimony.....	\$320.00 per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>).....	\$0.75 per mile
Subsistence.....	\$55.00 per day
Lodging.....	Cost
Services by Associate Firms and other outside services.....	Cost +20%
Equipment rental, freight, special materials.....	Cost +20%
Reliance Letter.....	\$250.00 each
Extra Report Copies	
Black and white versions.....	\$21.00 each
Color photography versions.....	\$32.00 each





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 1, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Tracy Jensen, Administrative Assistant for Nanci G. Mills, Director of Administrative Services and City Clerk
SUBJECT: Street Closure and Amplified Sound Requests by The Buckhorn for Monthly Car Show

RECOMMENDATION:

Approve the closure of Main Street between Railroad Avenue and First Street to allow for The Buckhorn to sponsor a Car Show on the second Tuesday of each month from 5:00 p.m. to 8:00 p.m. and includes the following dates: March 8, April 12, May 10, June 14, July 12, August 9, September 13, and October 11, 2011. Also approve the accompanying Amplified Sound Permit Application.

BACKGROUND:

Linda Rodriguez of The Buckhorn has requested the closure of Main Street between Railroad Avenue and First Street and the approval of the Amplified Sound Permit Application for the dates specified above.

Ms. has also notified the Main Street business owners located between Railroad Avenue and First Street of the requested closure dates and pending amplified sound permit between March and October. She has provided the names and signatures of those business owners who have acknowledged and agreed to these requests. She has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad and Main/First intersections.

This event allows the community to come out, enjoy the spring, summer and fall evenings while strolling up and down Main Street, viewing the classic automobiles on display. As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

FISCAL IMPACT: TBD (Police staff overtime, signage, barricade placement)



City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound 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 Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City 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.

Name: <u>Buckhorn Steakhouse</u>	Organization: _____
Address: <u>2 Main Street</u>	Mailing Address: <u>Same</u>
Telephone: <u>530-795-4503</u>	Today's Date: <u>2/16/11</u>
Streets Requested: <u>Main Street</u>	
Date of Street Closure: <u>2nd Tuesday of Each Month</u>	Time of Street Closure: <u>4:00 - 8:00</u>
Description of Activity: <u>Car Show</u>	
Services Requested of City: <u>Signs - Barricades</u>	
APPROVED: _____ Police Department _____ Public Works Department	

Date of Application: 2/17/11 To City Council: _____

Name of Person(s)/ Organization: Buckhorn Steakhouse Contact: Linda
Business Address: 2 Main Street Telephone: 530-795-4503
Winters, Ca. 95694 Telephone: 530-908-0405

Type of Event: Car Show

Purpose of Event: (ie; fundraiser, parade, festival, etc.): _____

Date/Time of Event: 2nd Tuesday of each Month From: March To: October
Location/Address of Event: Car Show - 2 Main Street
Winters

Rated Output of Amplifier in Watts: _____ 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.

Signature: Linda Rodriguez

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 COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmember's
DATE: March 1, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Scott Dozier, Fire Chief and Jason Van Doren, Firefighter
SUBJECT: Additional GEARGRID Racking System for Breathing Air Bottles, Fire Hose Drying and Rolling, and Movable Personal Protective Equipment Funding for the New Fire and Police Public Safety Facility

RECOMMENDATION: Staff is requesting approval for the expenditure of funds already encumbered under the original funding for the Winters Fire and Police Public Safety Facility in the total amount of \$10,054.00 to fully fund the station racking system.

BACKGROUND: Staff is recommending that GEARGRID be awarded the bid to sole source the list of equipment attached. The reason for sole sourcing the listed equipment is that it matches the GEARGRID equipment that will be installed in the new station by the contractor. It will match the equipment so there will be no need to cross train on similar equipment. The GEARGRID product under consideration is a single source item manufactured and distributed solely by GEARGRID Corporation. This product is sold direct to customers without the use of distributors or dealers. This allows GEARGRID pass on the best possible pricing and provide the comprehensive service a customer's desire. To the best of our knowledge, there is not a comparable product manufactured in the United States, which is commercially available. And it stands up to firefighters daily use with little to no maintenance required. If you need further regarding this request please contact me. I would like to order the equipment as soon as possible due to the possible five to six weeks delivery date.

Staff will be available at the council meeting to answer any questions regarding the above should the need arise. Please feel free to contact Jason VanDoren at the station if needed.

FISCAL IMPACT: There will be no fiscal impact to the general fund in as much as the funding for the three projects have been integrated in to the over all cost of the facility.

Quotation



Remit To:
GearGrid
CORPORATION
 GearGrid Corporation
 670 15th St SW
 Forest Lake, MN 55025
 Phone: (651) 464-4468 Fax: (651) 464-4780
 www.geargridcorp.com

Order Number: 0003578
 Order Date: 12/28/2010
 Customer PO:
 Customer Number: 5055

Sold To:
 Winters Fire Dept
 10 Abbey St
 Winters, CA 95694

Ship To:
 Winters Fire Dept
 10 Abbey St
 Winters, CA 95694

Phone Fax E-mail

Confirm To: Jason VanDoren	Carrier: OD	F.O.B.: Forest Lake, MN	Terms: Net 30	Quote Provided By: Victoria Davis
Planned Ship Date: 12/31/5999				

Line	Part Number & Description	UOM	Quantity Ordered	Price	Extended Amount
001	434047 Miami Mobile SCBA Storage w/o Dr Color: Red Baron	EACH	1.00	750.00	750.00
002	401064 Shelf SCBA Miami Mobile Unit Color: Red Baron	EACH	5.00	85.00	425.00
003	431000 Mobile Hose Drying Rack Color: Red Baron	EA	1.00	1,493.00	1,493.00
004	432000 Hose Winder-GearGrid Color: Red Baron	EA	1.00	386.00	386.00
005	422406 Mobile Locker-24 In wide-6 Pack-GearGrid Each locker includes back panel, top shelf w/nameplate holder, bottom shelf and 3 apparel hooks Color: Red Baron	EA	4.00	1,321.00	5,284.00
006	401059 Back Board Rack (pair) Color: Red Baron	EA	3.00	50.00	150.00
007	401039 Rolling Rack/GearGrid Color: Red Baron	EA	1.00	452.00	452.00
008	412191 Hose Shelf-Rolling Rack	EA	2.00	48.00	96.00

Made in the USA

Nameplates: This quote does not include nameplates. Please source locally.

Doors: This quote does not include doors, which cannot be added later.

Assembly/Installation provided by: Winters Fire Dept

Delivery: Approximately 4 weeks after receipt of order.

Quotation is valid for **90** days for product costs; freight charges are valid for **30** days.

Warranty - Warranty for GearGrid products is for one year from date of purchase.

Net Order:	9,036.00
Less Discount:	0.00
Freight:	1,018.00
Sales Tax:	0.00
Order Total:	10,054.00

Quotation



Remit To:
GearGrid Corporation
670 15th St SW
Forest Lake, MN 55025
Phone: (651) 464-4468 Fax: (651) 454-4780
www.geargridcorp.com

Order Number:	0003578
Order Date:	12/28/2010
Customer PO:	
Customer Number:	5055

Sold To:

Winters Fire Dept
10 Abbey St
Winters, CA 95694

Ship To:

Winters Fire Dept
10 Abbey St
Winters, CA 95694

Phone Fax E-mail

Confirm To: Jason VanDoren	Carrier: OD	F.O.B.: Forest Lake, MN	Terms: Net 30	Quote Provided By: Victoria Davis
Planned Ship Date: 12/31/5999				

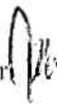
Line	Part Number & Description	UOM	Quantity Ordered	Price	Extended Amount
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Restocking Fee: A 25% restocking fee will apply to all returned product.
Cancellation Fee: A cancellation fee will apply to all orders cancelled after order is placed.

Quotation accepted and ordered by: _____ Date: _____



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 1, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John C. Wallace, City Attorney
SUBJECT: Contract Extension - Ponticello Enterprises (CITY ENGINEER)

RECOMMENDATION: Approval.

BACKGROUND: The City's existing contract with Nick Ponticello and Ponticello Enterprises for City Engineering services expired December 31, 2010, and staff recommends an extension in lieu of a new RFP process for engineering services. Though the City Council has been active in line by line budget review, the economic basis for this recommendation is the number of active projects involving the City Engineer. These include: (1) Putah Creek Bridge Upgrade; (2) Putah Creek Bridge North Bank Improvements; (3) Downtown Streetscape Improvements, Phase 2; (4) Grant Avenue/I-505 Commercial Development; (5) Grant Avenue Sidewalk Connectivity Project; (6) Road 90/Grant Avenue Signal Improvements; and (7) knowledge of current development projects. A new engineering firm would not have the knowledge of background of these projects, and the time and expense of bringing a new engineering firm up to speed makes this extension financially and better avenue. Approval of the attached Addendum is therefore recommended.

FISCAL IMPACT: A 5% increase in rates, except for Nick Ponticello and the Senior Construction Inspector, for the 2011 and 2012 contract periods.

CONTRACT ADDENDUM - EXTENSION

THIS IS AN ADDENDUM to THE CONTRACT entered into by and between PONTICELLO ENTERPRICES, a professional corporation, as City Engineer (" ENGINEER") and THE CITY OF WINTERS ("CITY") in May of 2006, which CONTRACT terminated on December 31, 2010.

WHEREAS, CITY and ENGINEER entered into a CONTRACT in May of 2006, providing for services as CITY ENGINEER for the City of Winters, and

WHEREAS, THE CONTRACT terminated on December 31, 2010; and

WHEREAS, ENGINEER and CITY desire to extend THE CONTRACT for another five year term, with certain financial rate changes; and

WHEREAS, ENGINEER has performed services for CITY for 12 years, and is currently performing services in connection with a number of projects, in which the ENGINEER's experience and knowledge make it economically beneficial for CITY to continue THE CONTRACT in lieu of initiating a request for proposals from ENGINEER and other similar service providers; and

WHEREAS, ENGINEER and CITY have reached agreement on the financial terms and conditions for an extension of THE CONTRACT;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section One: **EXTENSION**. The parties agree to extend THE CONTRACT to December 31, 2015, subject to the covenants and conditions herein contained.

Section Two: **CEQA**. The parties agree that this extension is except from CEQA, as there are no environmental effects of the continuation of existing services.

Section Three: **TERMS AND CONDITIONS.** The Extension of THE CONTRACT shall be under same terms and conditions, except as to financial rates. For the 2011 and 2012 years of the Extension, charge-out rates will be 5% higher than the 2007 rate level (current), with the exception of Principal/City Engineer and Senior Construction Inspector, which shall remain at current levels. The rate schedule is attached hereto as Exhibit A. The parties shall meet and confer during 2012 as to rate schedules for the 2013, 2014, and 2015 years. Should the parties fail to reach agreement, either party may terminate the agreement on December 31, 2012 by 30 days' notice to the other party.

Section Four: **THE CONTRACT REAFFIRMED.** In all other respects this ADDENDUM shall confirm and restate the terms of THE CONTRACT as though fully set forth. This ADDENDUM shall be effective upon approval by the Winters City Council.

CITY OF WINTERS

PONTICELLO ENTERPRISES

By: _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____



WINTERS
2011-12 HOURLY RATE SCHEDULE

ENGINEERING

RATE

**CIVIL
ENGINEERING**



Principal Professional Engineer	\$154.00
City/County Engineer	\$154.00
Senior Project Manager	\$143.00
Project Manager	\$137.00

**PUBLIC AGENCY
ENGINEERING**



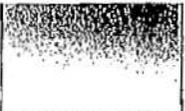
Project Engineer	\$132.00
Assistant Project Manager	\$100.00
Engineer II	\$100.00
Senior Construction Inspector	\$95.00

**PROJECT
MANAGEMENT**



Construction Inspector	\$89.00
Senior Engineering Technician	\$92.00
Engineer I	\$80.00
Engineering Intern	\$50.00

**FACILITY
MANAGEMENT**



<u>ADMINISTRATION</u>	
Office Technician	\$61.00
Word Processor	\$54.00

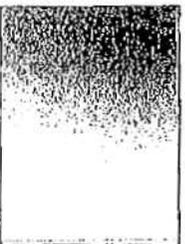
REIMBURSABLE EXPENSES

**CONSTRUCTION
MANAGEMENT**



- Vehicle Mileage is invoiced at \$0.50/mile
- Expenses and sub-consultants are invoiced at cost plus 10%
- A two- (2) hour minimum charge will be made for all field services. An eight- (8) hour minimum charge will be made for field services in excess of six (6) hours per day. A one- (1) hour minimum charge per day will be made for any office services.
- Vehicle mileage is charged for travel from the CONSULTANT's office.

INSPECTION



The listed rates are for straight time. On certain classifications, overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.6 times the standard hourly rates.

Rate Schedule applicable through December 2012. Hourly rates may be adjusted to compensate for labor cost increases, employee benefits, and other increases due to inflationary trends. Ponticello Enterprises reserves the right on all contracts which incorporate this fee schedule to adjust the hourly rates on January 1st of each year as noted above, without changing any contract expenditure limits or not-to-exceed values.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmember's
DATE: February 14 2011
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Scott Dozier, Fire Chief and Brad Lopez, Fire Captain
SUBJECT: Request to go to Bid for a Residential 60" Duel Oven Range for the New Police-Fire Facility, Living Quarters

RECOMMENDATION: Staff is requesting approval to send out notice of Request for Proposal for the acquisition of one Residential 60" Duel Oven Range for the living quarters of the New Police-Fire Facility.

BACKGROUND: The Police-Fire Facility, Project No. 05-03, was established to design and construct a facility to house both Departments. On June 15, 2005, the City Council approved the selection of the site for the new facility.

The new facility provides living quarters for on duty fire department personnel. The design and construction allows for up to two engine companies which are provided for future growth and development. The original conception and design of a 60" Duel Oven Range was included in the Police-Fire Facility by the City's Architect, Dennis Dong and is standard equipment based facility use, size and projected growth.

The intent is to purchase an oven range that will compliment the existing and future growth within the organization and to provide a unit that is durable and reliable. Staff will be available at the council meeting to answer any questions regarding the above should the need arise. Please feel free to contact Captain Brad Lopez at the station if needed.

FISCAL IMPACT: There will be no fiscal impact to the general fund in as much as the funding for the three projects have been integrated in to the over all cost of the facility



**A PROCLAMATION OF THE CITY COUNCIL OF THE
CITY OF WINTERS RECOGNIZING YOUTH ART MONTH**

WHEREAS, art education contributes powerful educational benefits for elementary, middle and secondary students, and

WHEREAS, art education develops students' creative problem-solving and critical thinking abilities, and

WHEREAS, art education teaches sensitivity to beauty, order, and other expressive qualities, and

WHEREAS, art education gives students deeper understanding of multi-cultural values and beliefs, and

WHEREAS, art education reinforces and brings to life what students learn in other subjects, and

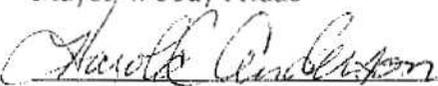
WHEREAS, art education interrelates student learning in art production, art history, art criticism and aesthetics,

NOW, THEREFORE, the City Council of the City of Winters hereby declares the month of March to be Youth Art Month, and exhort all citizens to take an interest in and give full support to quality school art programs for children and youth.

PROCLAIMED THIS FIRST DAY OF MARCH, 2011.



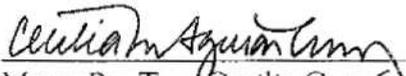
Mayor Woody Fridae



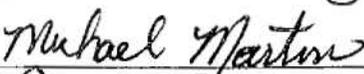
Councilmember Harold Anderson



Councilmember Tom Stone



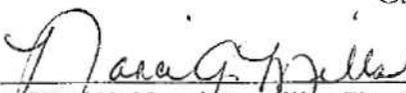
Mayor Pro Tem Cecilia Curry



Councilmember Michael Martin



City Manager John W. Donlevy, Jr.



ATTEST: Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 1, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John C. Wallace, City Attorney
SUBJECT: Public Hearing, Second Reading and Adoption of Ordinance 2011-01,
Adding Chapter 3.36 to Title 3 of the Winters Municipal Code to Establish
Informal Bidding Procedures Pursuant to the Uniform Public Construction
Cost Accounting Act - UPCCAA

RECOMMENDATION: Second reading of Ordinance, by title only, conduct public hearing, adoption.

BACKGROUND: The California Public Contract Code, and the California Government Code, generally require public bid procedures for public projects of over \$5,000. The words "Public Projects" have been broadly interpreted to apply to purchases of items as well as formal construction projects. California law, specifically the Uniform Public Construction Cost Accounting Act (UPCCAA - "the Act"), allows cities of less than 75,000 in population to register with the State Controller by Resolution and to adopt an ordinance allowing for a more informal bidding procedure. Under the Act, The City of Winters can get bids on construction projects of less than \$30,000 without publication of bid notices, and can proceed by negotiated purchase orders or contracts. Between \$30,000 and \$125,000, mailed notice is sufficient, together with mailed notice to specified trade journals, in as short a period as 10 days. Current city policy will continue, where any items costing over \$5,000 are brought to the City Council for approval. Under the Act, the City compiles a list of pre-qualified contractors and can basically negotiate for best price and terms. Most smaller California cities have already registered with the state and adopted their ordinances. This is in bottom line terms reportedly a money-saver for cities, both in

cost-savings and in results. Adoption of the ordinance is recommended. A public hearing notice will be published for the March 1, 2011 City Council meeting for adoption.

FISCAL IMPACT: Cost of publication of notice of public hearing, with expected savings in the future.

ORDINANCE No. 2011-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
ADDING CHAPTER 3.36 TO TITLE 3 OF THE WINTERS MUNICIPAL CODE
TO ESTABLISH INFORMAL BIDDING PROCEDURES PURSUANT TO THE
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (California
Public Contract Code Sections 22000 et seq.)**

The City Council of the City of Winters, State of California does ordain as follows:

SECTION 1: PURPOSE

The purpose of this ordinance is to elect to become subject to the State of California Uniform Public Construction Cost Accounting Act ("The ACT"), as provided in California Public Contract Code Sections 22000 et seq., as part of the City Council's continuing effort to provide economic efficiency in the City's governmental operations.

The ACT allows cities under 75,000 in population to adopt informal bidding procedures as a fair, but less burdensome and costly, procedure to complete public construction projects.

SECTION 2: Chapter 3.36 is hereby added to Title 3 of the Winters Municipal Code to read as follows:

3.36.010 Purpose

The Uniform Public Construction Cost Accounting Act (the "Act"; California Public Contract Code Section 22000 et seq.) establishes uniform cost accounting standards. Local agencies that elect to become subject to the Act's accounting standards are required to enact an informal bidding ordinance to govern the selection of contractors to perform public projects in accordance with the Act. The city of Winters has elected to become subject to the uniform construction accounting standards set forth in the Act and has established this chapter in accordance with California Public Contract Code Section 22034.

3.36.020 Informal bid procedures

Public projects, as defined by the Act, of one hundred and twenty-five thousand dollars or less may be let to contract by informal procedures as set forth in Section 22032, et seq., of the California Public Contract Code.

3.36.030 Contractors List

A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission ("The Commission"). Relatives of city employees and/or city council members shall not be eligible for consideration to perform public projects pursuant to Section 3.36.020. Relatives shall include spouse, children, parents, brother, sister, grandparents, or any

person that maintains a significant relationship with the employee and like in-laws. Significant relationship shall be defined as one who has resided in the household of the employee and/or council member for a period of not less than six months.

3.36.040 Notice Inviting Bids

A. Where a public project is to be performed which is subject to the provisions of this chapter, a notice inviting informal bids shall be mailed not less than ten calendar days before bids are due to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 3.36.030, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code

B. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

C. Additional contractors and/or construction trade journals may be notified at the discretion of the department or agency soliciting bids; provided, however:

1. If there is not a list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
2. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting bids may be sent exclusively to such contractor or contractors.

3.36.050 Award of Contract and Change Orders

A. The city purchasing agent is authorized to award informal contracts pursuant to this section, subject to City Manager approval, up to \$30,000. For bids received in excess of \$30,000 but less than \$125,000, awards are subject to the approval of the City Council. If all bids received are in excess of \$125,000, the City Council may, by a four-fifths vote, award the contract, at \$137,500 or less, to the lowest responsible bidder, if it determines the cost estimate of the City was reasonable.

B. Change orders related to informal contracts issued pursuant to this section can be submitted by the City Manager to the city council. A resolution of the city council is required for such change orders to take effect.

3.36.060 Adjustment of Amounts

Pursuant to the terms of the Act, the maximum dollar amounts authorized by the Act for informal bidding of public projects are periodically subject to change by the state of California. The dollar amounts in this chapter shall be read and interpreted to be whatever the maximum amounts authorized pursuant to the terms of the Act are, as it may be amended from time to time, or as such amounts have been adjusted by the State Controller in accordance with California Public Contract Code Section 22020. No amendment of this chapter shall be necessary for the city to utilize a higher amount if such amount has been authorized by the State of California in accordance with the ACT.

SECTION 3: Effective Date

This ordinance shall become effective April 1, 2011, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation.

This ordinance was introduced, and the title thereof read at the regular meeting of the City Council on February 15, 2011, and adopted, after the second reading and public hearing, at the regular meeting of the City Council on March 1, 2011.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Winters, State of California, this 1st day of March, 2011, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

KEITH FRIDAE, MAYOR

ATTEST:

NANCI G. MILLS, CITY CLERK



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 1, 2011
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Approve purchase of Aqualitec Inclined MultiRake Screen Equipment to be installed at East Street Wastewater Headworks in the amount of \$87, 944.81.

RECOMMENDATION: Approve purchase of Aqualitec Inclined MultiRake Screen Equipment to be installed at East Street Wastewater Headworks in the amount of \$87, 944.81.

BACKGROUND: Currently the Wastewater Headworks on East St. utilizes a grinder and a bar screen to filter solids coming in from the collection system before it is pumped to the Wastewater Treatment Facility (WWTF). This system is not adequate and as a result a large volume of debris is pumped into the WWTF where it creates problems with aerators and other equipment. The problem has been so severe that aerators purchased in 2007 have had ½" hardened steel brackets bent and broken by the force of accumulated rag debris, in the past two years the City has spent over \$9000 to repair damage to aerators caused by rags.

The City recently purchases of two new aerators costing close to \$50,000 the warranty on these aerators is voided if they are damaged by rags. Installation of this new screen equipment will ensure that this warranty isn't voided and the lifespan and performance of the aerators at the WWTF Ponds will be maximized. Staff time will also be more efficient, currently Southwest Water staff spends 6-8 hours or more on a monthly basis attempting to remove the rags and other debris at the WWTF ponds.

Staff has researched several different screen systems to determine which system would be the most reliable and maintenance free system for our headworks applications. Part of this process included touring other WWTF speaking to operators and observing their systems in action.

Based on this process staff has selected the Aqualitec Inclined Multiple Rake Screen and Washer Compactor. This system will screen out debris to a size of 3/8" which will remove about 90% of the rags and debris that ends up at the WWTF. The Aqualitec system is a very simple design

lending itself to very little maintenance and few parts that will wear out or break.

Aqualitec is the national distributor located in Los Angeles for products supplied by Eau Claire who has been manufacturing Wastewater equipment since 1996. Staff is confident that the installation of this system will create a significant improvement in the City's overall Wastewater operations. This will be a sole-source purchase as there are not other manufactures that produce this exact type of equipment. The cost of the Aqualitec system is comparable to other types of screen systems that could be applicable to Winters WWTF.

Lead time for this equipment is 15 weeks once submittal drawings are signed. The price includes transport, start-up service, operator training and installation supervision. The price quoted includes a 20% discount and an extended warranty of 2 years.

FISCAL IMPACT: Cost of screen and compactor is \$87,944.81, additional installation costs are estimated to be no more than \$1000.

Erwan Ouattara

Object: MultiRake Screen Raketec
Client: City of Winters
Interlocutor: Ms. Carol Scianna
Customer Number: CA090539
Quote Number: CA100419
Follow-up by: Erwan Ouattara 310-926-3118

Data Project:

Delivery of an Inclined Multiple Rake Screen and a Washer Compactor
Design flow rate: 0.6MGD (average day)/0.9MGD (peak day)
Channel width: 2' - 1"
Channel Water Depth: 2' - 12"
Opening size: 6mm

LINE	DESCRIPTION	QUANTITY	PRICE/UNIT	TOTAL PRICE
1-	MultiRake Screen Raketec 304 Stainless Steel	1	\$73,268	\$73,268
2-	Washer Compactor Compactec with Spray Bars	1	\$28,285	\$28,285
3-	Special Discount	1	-20%	(\$20,310.58)
Subtotal				
Sales Tax				\$6,702.49
Total				\$87,944.81

NOTES:

- **Purchase price and Payments** for the Product and the installation are as follows:

- Deposit (30% with the confirmation order) \$26,383.44
- Second Payment (~~30% drawings confirmation~~)
- Balance (~~40% at delivery and installation~~) **70% upon delivery** \$61,561.37
- Total Price F.O.B. Destination: \$87,944.81

- **Validity:** 6 months (except if + 15% on the stainless steel)

- **Shipping Schedule:** The equipment will be shipped within 12 weeks after receipt of approved drawings.

- **Warranty:** ~~4-year~~ **2 years**

Aqualitec Corp.
Date: 02/14/11

City of Winters
Date:

By: 
Name: Marc Monfort
Title: President

By:
Name:
Title:

Purchase Agreement

This Purchase Agreement (the "Agreement") made this day of _____, 2011, by and between, **City of Winters**, located at 318 First Street, Winters, CA 95694 (the Buyer") and **Aqualitec Corp.** located at 4831 W Jefferson Blvd., Los Angeles, CA 90016 (the "Seller").

RECITAL

WHEREAS, the Seller is an independent business selling wastewater treatment equipment and related products, and the Buyer desires to purchase an **Inclined Multirake Screen Raketec and a Washer Compactor Compactec** (the "Products") from the Seller; and

WHEREAS, subject to the terms and conditions stated herein, the Seller is willing to sell the Product as identified in this Agreement and the Buyer desires to buy the Product from the Seller.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the mutuality and sufficiency of which are acknowledged, the Buyer and the Seller agree as follows:

ARTICLE I

The Specifications

Section 1.1. The Seller agrees to deliver the Product as identified in this Section 1.1 and under the following conditions:

- a. Client Proposal No. CA100419 signed by both the Seller and the Buyer, a copy of which is attached hereto which constitutes an integral part of this Agreement. This proposal is based on all information located in Attachment A.
- b. The Approval Drawings (including blueprints, schedules and specifications), which will be dated and signed by the Buyer which constitutes an integral part of this Agreement.

Collectively these documents provide the details and conditions (the "Specifications") for the delivery of the Product and shall be final when signed by both parties (the "Confirmation Date").

ARTICLE II

Purchase Price and Payment

Section 2.1. Payment terms are as follows:

- a. The purchase price is Delivery Duty Paid (DDP) F.O.B. Destination, no additional fees will be charged to the Buyer.
- b. Deposit **30% with the purchase order.**
- c. Balance **70% upon delivery**

Section 2.2. Any payment made by the Buyer to the Seller is non-refundable.

Purchase Agreement

ARTICLE III

Schedule and Delivery Date

- Section 3.1.** The schedule of the different phases of the sale of the Product will comply with the following timeframe:
- a. The Seller will submit the final drawings for the Buyer's approval not later than **15 business days** after the Buyer will have provided the Seller with the final technical requirements and other specifications for the installation site of the Product including, but not limited to, drawings, footprint and all other information needed by the Seller.
 - b. The time to manufacture the Product will range from **2 months to 3 months** from the date of the Approval Drawings under Sub-Section 1.1. a, are signed.
 - c. Shipping time of the Product from France (Port of Le Havre) to Long Beach or Oakland, California, will range from **5 weeks to 7 weeks**. An additional 1 to 3 weeks should be anticipated for the U.S. Customs to register and release the Product.
 - d. Shipping time from the port of destination to the Seller's site will be around **3 business days**.

The schedule under Section 3.1 is indicative only and is based on the Seller's good faith diligence.

Section 3.2. To secure a reasonable date to deliver the Product (the "Delivery Date") and to promote an orderly and predictable delivery process, both the Seller and the Buyer will cooperate in good faith.

Section 3.3. The Delivery Date of the Product will be determined by the Seller and approved by the Buyer as part of the Specifications in Sub-Section 1.1. b.

ARTICLE IV

Modifications in the Specifications

Section 4.1. Any change to the Specifications after the Confirmation Date shall require a separate written order and may result in the postponement of the Delivery Date and in a higher total purchase price than originally agreed. Furthermore, these changes are subject to the following limitations:

- a. No changes to the Specifications, structural design, blueprints, or floor plans that affect the installation of the Product are allowed.
- b. Any additional materials or services not specifically mentioned in the initial Specifications will require a new and separate written new order before becoming effective and subject to the terms and conditions of this Agreement. Shipment of this new order with the rest of the Product is subject to the Seller's approval of the Seller with a minimum of four-week written notice. The charges for any of any additional materials or services will be based on the Seller's pricing schedules in effect at that time and shall be paid with the new order. If this new order is shipped separately (at the sole discretion of the Seller), the Seller's normal delivery time, prices, and freight charges will apply accordingly.

Section 4.2. Once the Confirmation Date has been determined as per Section 1.1, the Buyer is expected to take delivery on the date specified in the Confirmation Date. If unforeseen conditions cause the Buyer to be unable to take delivery as specified in Section 3.2, the Seller will reschedule the delivery subject to the Seller's schedule and delivery capacity.



Purchase Agreement

ARTICLE V

Shipment, Delivery, Off-Loading, and Storage

Section 5.1. Once the Product is delivered at the Buyer's site, and prior to off-loading it, the Product becomes the Buyer's property and the Buyer assumes all responsibility of losses, including theft, weather, or improper storage. Someone from the Seller will supervise the delivery in order to check with the Buyer the conformity of the Product.

Section 5.2. At Delivery, the Buyer is responsible for providing minimum site standards as defined below and for prompt payment as specified in Article II. Any delay in unloading resulting from failure to maintain the minimum site standards, or from failure to pay as agreed, will result in a late fee delivery of \$250.00 per hour, after allowing for three hours for off-loading. Any additional cost, not already specified in the Client Proposal No. CA100419 under Sub-Section 1.1. a of this Agreement, resulting from the nonconformity of the site as defined in Sub-Sections 5.2. a and 5.2. b, will be the Buyer's responsibility. The minimum site standards are as follows:

- a. An unobstructed gravel-based road must be provided to the foundation and storage areas. This road must have clearance, turn radius, traction, and incline characteristics that allow for the maneuvering, unloading, and the return to regular roads, of a large tractor or trailer.
- b. The access and storage area must be of sufficient quality for delivery in wet or winter weather conditions.

ARTICLE VI

Limitation of Liability

The exclusive remedy to which the Seller may be subjected by reason of any breach of warranty, or in connection with any Product supplied by the Seller, or by reason of any breach of agreement shall be for damages and, except to the extent of insured claims or claims that would be insured if the Seller were in compliance with the insurance requirements under this Agreement, the amount of damage for which the Seller may be liable for shall be limited in accordance with the provisions hereof. The Seller's liability for any loss and losses and damages to the Buyer of any other third party resulting from any breach of any warranty by which the Seller may be bound, from any damaged or defective Product supplied by the Seller (regardless of whether any said defect shall be discoverable or latent), failure to deliver, breach of agreement, or any other cause whatsoever, including the Seller's negligence, shall in no event exceed the Total Price under Section 3.1 of this Agreement, with respect to which losses or damages are claimed, or at the election of the Seller, the repair or replacement of the defective or damaged Product. In no event, including a claim for negligence, shall the Seller be liable for incidental or consequential damages as defined in Section 2-715 of the Uniform Commercial Code. Without limitation to the foregoing, in no event shall the Seller be liable for the loss of use of the Product, process, plan, equipment or facilities of the Buyer or the end-user whether partially- or wholly-due to defects in material and/or workmanship and/or design of the Seller's Product and in no event shall the Seller be liable for expenses necessary to remove or reinstall the Product supplied by the Seller, or for any damages to other property or equipment resulting from any such removal or reinstallation. Damages resulting from improper storage, improper location handling, fire or any act of God will not be considered by the Seller as its liability except for insured claims. Until the Product is delivered to the Buyer, the Seller shall maintain in full force and effect comprehensive general liability insurance written on a comprehensive basis, including products liability and completed operations. The insurance shall be in the minimum amount of \$5,000,000 general aggregate limit and \$5,000,000 products liability/completed operations aggregate limit. All policies shall name the Buyer as additional insured parties. The Seller's insurance policies shall be primary to any other coverage or insurance available to the Buyer. Prior to any payment by the Buyer under this agreement, the Seller shall provide certificates of insurance to the Buyer reflecting such coverage.


Purchase Agreement

**ARTICLE VII
General Provisions**

Section 7.1. All notices and other communications given hereunder shall be in writing and shall be deemed to have been duly given and received when personally delivered; or when mailed by certified mail, postage prepaid and return receipt requested; or by reputable overnight delivery service:

- a. If to the Seller,
Aqualitec Corp.
Erwan Ouattara
4831 W. Jefferson Blvd.
Los Angeles, California 90016

- b. If to the Buyer,
City of Winters
318 First Street
Winters, CA 95694

Section 7.2. This Agreement shall be binding on and shall inure to the benefit of each of the parties hereto and their respective successors or assigns.

Section 7.3. This Agreement, when combined with the Specifications defined in Section 1.1, constitutes the entire agreement between the parties hereto. The Specifications are subject to all terms and limitations of this Agreement.

Section 7.4. This Agreement shall not be amended or modified except in writing executed by each of the parties hereto.

Section 7.5. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Section 7.6. The section headings herein are for convenience only and shall not affect the interpretation of this document. Gender and pronouns, and singular and plural references used herein shall be interchangeable as appropriate.

Section 7.7. This Agreement shall be construed under and governed by the law of the State of California. The parties agree that any dispute shall be litigated in any State Court for Los Angeles, CA. The parties consent to the jurisdiction of any State Court for Los Angeles, CA.

Section 7.8. In the event of any dispute between the parties, the prevailing party shall be entitled to receive all reasonable fees and expenses connected with such dispute, including reasonable attorneys' fees.

"SELLER"

Aqualitec Corp.

Date: 02/14/11

By:



Name: Marc Monfort

Title: President

"BUYER"

City of Winters

Date:

By:

Name:

Title:

6/2/2011

Product:	Bar Screen and Washer Compactor
Client:	City of Winters
Interlocutor:	Ms. Carol Scianna
Customer Number:	CA090539
Quote Number:	CA100419
Follow-up by:	Erwan Ouattara 310-926-3118

Ms. Carol Scianna
City of Winters
318 First Street
Winters, CA 95694

Email: carol.scianna@cityofwinters.org

Los Angeles, February 14, 2011

Ms. Scianna,

As discussed, please find below the proposal for the purchase of the **Inclined MultiRake Screen Raketec**.

As a new vendor in the United States, I want you to note that we are bidding with an exceptional price. Also, we now have another installation running in Mendocino (CA) and are about to provide the biggest private operator, American Water, with their subsidiary in Arizona. **Aqualitec Corp.** will be proud to count **City of Winters** among his American customers.

To start the process, I will just need the drawings of the site (including the exact dimensions). Aqualitec Corp. will then provide you with the drawings within 15 business day maximum. Once you validate the drawings, 15 weeks will be necessary to deliver the product.

If you have any questions, feel free to contact me at 310-926-3118 or to send me an email at equattara@aqualitec.com.

We look forward to doing business with you,

Regards,



Erwan Ouattara
Executive Director



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 1, 2011
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: July 4 Fireworks Committee

RECOMMENDATION:

That the City Council authorize the establishment of a July 4 Fireworks Committee and appoint at least 1 City Councilmember as a liaison.

BACKGROUND:

In 2010, the City of Winters cancelled the annual July 4 Fireworks Display at Winters High School. It was the first time in the past 3 decades that they City did not celebrate our national independence with the display.

Over the past number of weeks, City Staff and Councilmembers have been approached by numerous individuals from the community who are interested in helping facilitate a fireworks show for 2011.

Staff is recommending that the City Council authorize the formation of a fundraising committee and appoint at least 1 City Councilmember to the committee.

FISCAL IMPACT:

None by this action.



CITY COUNCIL
STAFF REPORT

TO: Mayor and City Council
DATE: March 1, 2011
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: City/CDA Purchase and Sale Agreement

RECOMMENDATION:

That the City Council approve Resolution 2011-15, A Resolution of the City Council of the City of Winters Approving a Purchase and Sale Agreement with the Winters Community Development Agency with Respect to Certain Properties

BACKGROUND:

Throughout the years of the Winters Community Development Agency, the City of Winters has loaned funding for the operation of the Agency. This has included funds for planning, infrastructure and administration.

With the prospect that the State of California will adopt legislation which potentially will jeopardize the security of those loans and potential repayment, Staff is recommending the securitization of the loans through a Purchase and Sale Agreement between the City of Winters and the Winters Community Development Agency.

This will involve:

- Placing CDA owned properties in a property escrow account.
- Appraisals of the properties to determine market values.
- Execution of the Purchase and Sale Agreement.

Staff is recommending the adoption of the attached resolution to initiate the process.

FISCAL IMPACT: CDA appraisal costs are estimated at \$15,000. The CDA will invariable pay the closing costs for the property purchases which are yet to be determined.

RESOLUTION No. 2011-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS,
CALIFORNIA APPROVING A PURCHASE AND SALE AGREEMENT
WITH THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WINTERS WITH RESPECT TO CERTAIN PROPERTIES

The City Council of the City of Winters California does resolve as follows:

Findings. The City Council hereby finds and declares the following

- A. The Community Development Agency of the City of Winters is organized and operates under authority of Part 17 of Division 24 of the California Health Safety Code and pursuant thereto is authorized to exercise all of the powers and is subject to all of the duties and obligations of a community redevelopment agency pursuant to the California Community Redevelopment Law (“the CRL”) and
- B. The Agency is further authorized to effectuate and implement the Redevelopment Plan of the City of Winters the Redevelopment Plan originally approved by the City Council of the City of Winters; and
- C. The Agency owes debts to the City, which the Agency wishes to satisfy in part through a proposed Purchase and Sale Agreement; and
- D. To effectuate and implement the Project and the Redevelopment Plan the City intends to enter into a Purchase and Sale Agreement through which the Agency will sell certain real properties to the City, and the City will then lease those properties to the Agency; and
- E. The City of Winters is authorized to purchase real property and to receive consideration in repayment of debts owed to it, pursuant to its authority as a general law City and pursuant to the California Government Code; and
- F. The Purchase and Sale Agreement, for the reasons specified in the Purchase and Sale Agreement, will advance the interests of the City to remediate blight and further the Redevelopment Plan in connection with the conveyance of the Property; and
- G. Pursuant to Section 33433 of the CRL the Agency has made available for public inspection and review a summary report the Summary Report on the Purchase and Sale Agreement; and
- H. Pursuant to Sections 33341 and 33433 of the CRL the Agency is authorized to dispose of the Property for redevelopment purposes pursuant to the Redevelopment Plan upon the approval of the City Council after a public hearing and upon findings being made by the City Council that the consideration for the disposition is

not less than the fair market value according to the highest and best use of the Property in accordance

with the Plan, or not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the disposition agreement and that the disposition of the Property will assist in the elimination of blight; and

I. Pursuant to Sections 33431 and 33433 of the CRL a joint public hearing of the Agency and the City Council on the proposed disposition of the Property and approval of the Purchase and Sale Agreement shall be properly noticed and conducted on March 15, 2011, and at that public hearing every person interested in the disposition of the Property or the Purchase and Sale Agreement shall have an opportunity to appear and be heard or to submit their comments in writing; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Winters as follows:

1. Each of the above recitals is true and correct and is incorporated herein by reference as though fully set forth;

2. The City Council hereby authorizes the City Manager to have Bartholomew & Associates appraise the following properties at fair market value, at the costs indicated:

- 1) 318 Railroad Avenue (APN # 003 204 005) – current building tenant is JJ’s Saloon \$2,500
- 2) 314 Railroad Avenue (APN # 003 204 006) – current building tenant is Cody’s Restaurant \$2,000
- 3) 23 Main Street (APN # 003 204 012) – undeveloped lot \$1,500
- 4) 110 Baker Street (APN # 003 370 038 – 99 year ground lease (CDA owns the land) to Bruin Orchards LLC (CHOC) who constructed the Winters Village apartments (affordable multi-family). \$3,500
- 5) Grant Avenue and East Street (APN #s 003 370 028, 003 370 029, & 003 370 030) – undeveloped parcels currently referred to as “Grant Avenue Commercial - \$3,000
- 6) 311 First Street (APN # 003 204 002) – lot that is improved with an unoccupied steel building \$2,500

3. The City Manager is authorized to open an escrow and obtain preliminary title reports on the subject properties, to prepare for completing the proposed Purchase and Sale Agreement.

4. The City Council determines that the proposed Purchase and Sale Contract qualifies as a governmental funding mechanism pursuant to 14 CCR section 15378 which does not involve a commitment to any specific project which may result in a potentially significant environmental impact As such the Purchase and Sale Agreement does not qualify as a project for purposes of the California Environmental Quality Act.

5. The City Council hereby authorizes and directs the City Manager to take all actions and do all things required by or necessary and proper to perform and carry out the proposed Purchase and Sale Agreement, at fair market value, and to execute and deliver all certifications agreements and other documents necessary or required under the Purchase and Sale Agreement, in preparation for the public hearing on March 15, 2011.

6. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a meeting of the City Council held on March 1, 2011, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

KEITH W. FRIDAE, MAYOR

ATTEST:

NANCI G. MILLS, City Clerk



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chairman and Board of Directors
DATE: March 1, 2011
FROM: John W. Donlevy, Jr., Executive Director *JWD*
SUBJECT: City/CDA Purchase and Sale Agreement

RECOMMENDATION:

That the Winters Community Development Agency approve Resolution 2011-16, A Resolution of the City of Winters Community Development Agency Approving a Purchase and Sale Agreement with the City of Winters with Respect to Certain Properties.

BACKGROUND:

Throughout the years of the Winters Community Development Agency, the City of Winters has loaned funding for the operation of the Agency. This has included funds for planning, infrastructure and administration.

With the prospect that the State of California will adopt legislation which potentially will jeopardize the security of those loans and potential repayment, Staff is recommending the securitization of the loans through a Purchase and Sale Agreement between the City of Winters and the Winters Community Development Agency.

This will involve:

- Placing CDA owned properties in a property escrow account.
- Appraisals of the properties to determine market values.
- Execution of the Purchase and Sale Agreement.

Staff is recommending the adoption of the attached resolution to initiate the process.

FISCAL IMPACT: CDA appraisal costs are estimated at \$15,000. The CDA will invariably pay the closing costs for the property purchases which are yet to be determined.

RESOLUTION No. 2011-16

A RESOLUTION OF THE WINTERS COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WINTERS, CALIFORNIA APPROVING A PURCHASE AND
SALE AGREEMENT WITH THE OF CITY OF WINTERS WITH RESPECT TO
CERTAIN PROPERTIES

The Winters Community Development Agency of the City of Winters California does resolve as follows:

Findings. The Winters Community Development Agency hereby finds and declares the following

A. The Community Development Agency of the City of Winters is organized and operates under authority of Part 17 of Division 24 of the California Health Safety Code and pursuant thereto is authorized to exercise all of the powers and is subject to all of the duties and obligations of a community redevelopment agency pursuant to the California Community Redevelopment Law ("the CRL") and

B. The Agency is further authorized to effectuate and implement the Redevelopment Plan of the City of Winters the Redevelopment Plan originally approved by the City Council of the City of Winters; and

C. The Agency owes debts to the City, which the Agency wishes to satisfy in part through a proposed Purchase and Sale Agreement; and

D. To effectuate and implement the Project and the Redevelopment Plan the Agency intends to enter into a Purchase and Sale Agreement through which the Agency will transfer certain real properties to the City, and the City will then lease those properties to the Agency; and

E. The City of Winters is authorized to purchase real property and to receive consideration in repayment of debts owed to it, pursuant to its authority as a general law City and pursuant to the California Government Code; and

F. The Purchase and Sale Agreement, for the reasons specified in the Purchase and Sale Agreement, will advance the interests of the City to remediate blight and further the Redevelopment Plan in connection with the conveyance of the Property; and

G. Pursuant to Section 33433 of the CRL the Agency has made available for public inspection and review a summary report the Summary Report on the Purchase and Sale Agreement; and

H. Pursuant to Sections 33341 and 33433 of the CRL the Agency is authorized to dispose of the Property for redevelopment purposes pursuant to the Redevelopment Plan upon the approval of the City City Council after a public hearing

and upon findings being made by the City Council that the consideration for the disposition is not less than the fair market value according to the highest and best use of the Property in accordance with the Plan, or not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the disposition agreement and that the disposition of the Property will assist in the elimination of blight; and

I. Pursuant to Sections 33431 and 33433 of the CRL a joint public hearing of the Agency and the City Council on the proposed disposition of the Property and approval of the Purchase and Sale Agreement shall be properly noticed and conducted on March 15, 2011, and at that public hearing every person interested in the disposition of the Property or the Purchase and Sale Agreement shall have an opportunity to appear and be heard or to submit their comments in writing; and

NOW THEREFORE BE IT RESOLVED by the City Community Development Agency of the City of Winters as follows:

1. Each of the above recitals is true and correct and is incorporated herein by reference as though fully set forth;

2. The City Community Development Agency hereby authorizes the CDA Executive Officer to have Bartholomew & Associates appraise the following properties at fair market value, at the costs indicated:

- 1) 318 Railroad Avenue (APN # 003 204 005) – current building tenant is JJ’s Saloon \$2,500
- 2) 314 Railroad Avenue (APN # 003 204 006) – current building tenant is Cody’s Restaurant \$2,000
- 3) 23 Main Street (APN # 003 204 012) – undeveloped lot \$1,500
- 4) 110 Baker Street (APN # 003 370 038 – 99 year ground lease (CDA owns the land) to Bruin Orchards LLC (CHOC) who constructed the Winters Village apartments (affordable multi-family). \$3,500
- 5) Grant Avenue and East Street (APN #s 003 370 028, 003 370 029, & 003 370 030) – undeveloped parcels currently referred to as “Grant Avenue Commercial - \$3,000
- 6) 311 First Street (APN # 003 204 002) – lot that is improved with an unoccupied steel building \$2,500

3. The CDA Executive Officer is authorized to open an escrow and obtain preliminary title reports on the subject properties, to prepare for completing the proposed Purchase and Sale Agreement.

4. The City Community Development Agency determines that the proposed Purchase and Sale Contract qualifies as a governmental funding mechanism pursuant to 14 CCR section 15378 which does not involve a commitment to any specific project which may result in a potentially significant environmental impact As such the Purchase and Sale

Agreement does not qualify as a project for purposes of the California Environmental Quality Act.

5. The City Community Development Agency hereby authorizes and directs the CDA Executive Officer to take all actions and do all things required by or necessary and proper to perform and carry out the proposed Purchase and Sale Agreement, at fair market value, and to execute and deliver all certifications agreements and other documents necessary or required under the Purchase and Sale Agreement, in preparation for the public hearing on March 15, 2011.

6. The Agency Secretary shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a meeting of the City Community Development Agency held on March 1, 2011, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

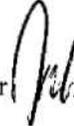
CECILIA AGUIAR-CURRY, CHAIR

ATTEST:

NANCI G. MILLS, Secretary



CITY COUNCIL
STAFF REPORT

TO: Honorable Chairman and Board of Directors
DATE: March 1, 2011
FROM: John W. Donlevy, Jr., Executive Director 
SUBJECT: Redevelopment Agency Property Appraisals

RECOMMENDATION:

That the Community Development Agency (CDA) Board of Directors authorize appraisals on six properties currently owned by the CDA in order to facilitate a transfer of those properties to the City to satisfy existing debt of the CDA to the City.

BACKGROUND:

At the January 18, 2011 City Council meeting, Staff presented an update on the status of on the Governors Budget Proposal and their intent to end redevelopment agencies. Some takeaways are:

- The State is intent on dissolving redevelopment agencies. This means the Winters CDA will no longer exist as an entity.
- They feel that this can be done by the legislature and through a statutory process without a constitutional amendment.
- The timeline is for this to happen no later than March 26.
- "Successor Agencies" will be created to manage outstanding debt and agency assets, presumably including land.
- Current projects will be honored but "planned" projects will not.

The Winters Community Development Agency has obligations to bond holders and to the City of Winters. We need to begin structuring a resolution of these outstanding obligations! Winters should not expect to be beholden to whomever the "successor" entity and should begin setting ourselves up for the transition if this comes to fruition.

As an Agency, the CDA has entered into many legal obligations. All of those involved did so in good faith (and under the law) and it is owed to everyone to establish means for a protection from liability for those involved as the State moves forward with whatever they will do. As they shift authority away from those who made the obligations to "successor" entities for which the CDA may have no control, the Agency needs to protect itself.

Staff outlined a strategy which included the following:

- Protection of financial agreements/loans between the CDA and the City to ensure repayment.
- Disposition of Agency owned property as potential assets to repay the loans.
- Preservation of the integrity of the City as it revolves around the bonds which have been sold by the Agency and may be managed by a "Successor" Agency.
- Assurance that all public projects built by the Agency will be conveyed to the City, especially the Public Safety Facility.

The CDA currently owes the City approximately \$3.1 m. The CDA owns properties in the Downtown, along Grant Ave. and the Winters II Apartments. The anticipation is that the CDA may need to transfer the properties to City ownership as a form of repayment. The State shifted all property tax increment in 2010 and the CDA has no monetary assets which can be used to repay the City.

The CDA is also the project developer on the Public Safety Facility. The City owns the land underneath; hence a form of conveyance needs to be established.

Staff is now embarking on the following:

1. Moving quickly to have the CDA properties appraised as to value.
2. Developing Purchase/Transfer Agreement for the properties based on the appraised value.
3. Developing a conveyance agreement to dedicate public facilities to the City.

Staff received bids from three appraisers to have the following CDA properties appraised:

- 1) 318 Railroad Ave., (APN# 003 204 005) – current building tenant is JJ's Saloon
- 2) 314 Railroad Ave., (APN# 003 204 006) – current building tenant is Cody's Restaurant
- 3) 23 Main Street, (APN# 003 204 012) – undeveloped lot (pocket park)
- 4) 110 Baker Street, (APN# 003 370 038) – 99 year ground lease to Winters Village Apartments (CDA owns the land)
- 5) Grant Ave. and East St. (APN#s 003 370 028, 003 370 029, & 003 370 030) – undeveloped parcels currently referred to as Grant Avenue Commercial.
- 6) 311 First Street, (APN# 003 204 002) – lot that is improved with an unoccupied steel building.

Lee Bartholomew and Associates was deemed the low responsive bid with a bid of "not to exceed \$15,000". It should be noted that Bartholomew and Associates has provided appraisals for a number of these properties previously, which should allow for a quicker response time to provide the work product.

Because of the short timeline (March 26), these items will be coming to both the City and CDA at the March 15th meeting.

FISCAL IMPACT:

The financial impacts are yet to be determined. A shift of all redevelopment funds to the State of California would exceed \$1,000,000 annually and impact many current contracts and leases.

Lee Bartholomew and Associates will perform the required appraisals under a contract to not exceed \$15,000.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 1, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: January 2011 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for January 2011.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review. The report for January 2011 is attached.

Items of note in the attached report are as follows:

General Fund

General Fund revenues are 27% of budgeted, the following items affect the cash flows into the General Fund.

- The first installment of Property Tax was received February 1, 2011.
- The first installment of Property Tax in lieu of Sales Tax was received February 1, 2011.
- The first installment of Property Tax in lieu of VLF was received February 1, 2011.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization.
- Municipal Services taxes are 58% of budget.
- Utility User Tax is 28% of budget. We received a letter from PG&E dated February 7, 2011 offering to send the increased Utility User Tax amount due from September 1, 2010 that has previously been withheld. The letter states that the funds will be received no later than April 15, 2011.

- Building permit fees received are 90% of budget.
- General Fund expenditures are 54% of budget.

Other funds:

Fund 221 Gas Tax Fund: The State of California has begun remitting Gas Tax funds to the City, and Gas Tax revenues are 58% of budgeted.

Fund 211 City Wide Assessment District: The City will received assessments from the City Wide Assessment District at the same time as it received the property tax payment, on February 1, 2011.

Fund 701 and 711 Redevelopment Funds: The Community Development Agency received the first installment of tax increment on February 1, 2011.

Fund 611 Water: Water fund revenues are 64% of budget and expenditures are 59% of budget.

Fund 612 Sewer: Sewer fund revenues are 59% of budget and expenditures are 46% of budget.

FISCAL IMPACT:

None

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of January 31, 2011

Fund	Description	Balance	
		6/30/2010	1/31/2011
101	General Fund	\$ (115,299)	\$ 561,779
103	Community Center and Pool Fund	22,903	24,332
201	Fire Prevention Grant	1,781	1,193
208	First Time Homebuyer	83,263	83,632
211	City Wide Assessment	61,389	{161,001}
212	Flood Assessment District	3,775	3,791
221	Gas Tax	44,820	42,994
231	State COPS 1913		{119,462}
251	Traffic Safty	208,848	208,739
252	Asset Forfeiture	13,348	13,693
254	Vehicle Theft Deterrent	48,119	48,333
261	Traffic Congestion Relief	55,666	
274	Park Grant	146	
277	First 5 Grant	213	{6,813}
291	Beverage Recycling Fund	16,919	21,157
294	Transportation(Including Bus S	397,453	222,756
298	Workforce Grant	18,023	
299	After School Program	85,259	124,344
302	07-PTA Grant	2,377	
351	RLF Housing Rehab	7,565	7,599
352	RLF First Time Homebuyer	11,160	26,525
355	RLF Small Business	76,061	91,724
356	RLF-HOME Program	74,551	74,881
411	Street Impact Fee	1,032,244	1,035,206
412	Storm Impact Fee	147,413	148,066
413	Parks and Recreation Impact Fe	747,345	540,202
416	General Facilities Impact Fee	244,782	245,600
417	Water Impact Fee	201,428	692,394
418	Sewer Impact Fee	227,661	228,287
421	General Fund Capital	544,427	546,641
422	Landfill Capitel	226,894	220,638
424	Parks and Recreation Capital	8,257	8,417
427	Capital Equipment Fund	49,220	52,150
429	Service Reserve	43,175	43,367
481	General Plan 1992 Study		{575,909}
482	Flood Control Study	1,278	1,284
492	RAJA Storm Drain	37,929	38,097
494	Capitlal Asset Recovery Fee	39,495	44,528
496	Storm Drain Non-Flood	231	232
501	General Debt Service	55,376	55,621
611	Water O & M	423,980	989,515
612	Water Reserve	77,268	82,143
615	07 Water Bonds	{70}	{670,262}
616	Water Conservation	9,532	9,015
617	Water Meter	32,607	{1,605}
621	Sewer O & M	1,215,639	1,448,823
626	07 Sewer Bonds	{248,250}	{292,460}
629	Sewer Debt Service	7,770	7,770
651	Central Services	22,676	1,696
701	Redevelopment	540,590	{249,056}
703	2007 Bond Proceeds	7,831,843	4,267,399
711	RDA Low Income Housing	129,633	{177,963}
712	RDA 2004 LIH Bond Proceeds	1,146,160	239
713	2007 LIH Bond Proceeds	1,515,542	1,280,258
751	Redevelopment LTD	472,445	472,445
821	Winters Library	102,960	103,415
831	Swim Team	77,454	84,220
832	Masters Swim Program		{3,247}
833	Festival de la Comunidad	1,229	1,483
845	Historical Photos	1,144	
846	Quilt Festival	325	691
Total Cash		\$ 18,085,972	\$ 11,949,536

City of Winters
 General Fund Revenue Summary
 July 1, 2010 through January 31, 2011

		% of Year Complete			58%
G/L Code	Account Description	Budget 2010-2011	January Actual	Year to Date Actual	% of Budget Recieved
101-41101	Property Tax	\$ 689,872			0%
101-41102	Property Tax in Lieu of Sales Tax	71,621			0%
101-41103	Property Tax in Lieu of VLF	517,612			0%
101-41401	Sales & Use Tax	227,379	16,900	101,709	45%
101-41402	Prop 172	22,738			0%
101-41403	Franchise Fee	209,401		45,867	22%
101-41404	Property Transfer Tax	10,000			0%
101-41405	Utility Tax	789,000	41,071	223,250	28%
101-41406	Municiple Services Tax	286,080	23,730	166,700	58%
101-41408	TOT Tax	5,500		1,554	28%
101-41407	Business Licenses	24,000	14,457	18,802	78%
101-46102	Building Permits	75,164	4,468	67,805	90%
101-46103	Encroachment Permit	1,200	593	2,106	176%
101-46104	Other Licenses & Permits	31,457	1,728	33,594	107%
101-41507	Motor Vehicle in Lieu	28,490	2,185	7,950	28%
101-41508	Motor Vehicle Licensing Fee-ERAF			393	
101-41509	Homeowners Property Tax Relief	16,300			0%
101-48106	Post Reimbursement	1,500	415	415	28%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	50			0%
101-42103	Plan Check Fees		2,273	17,097	
101-42104	Planning Application Fees	10,000		3,200	32%
101-42107	Project Monitoring Fees	500	1,127	2,537	507%
101-42108	Police Reports	500	86	312	62%
101-42109	Fingerprint Fees	3,500	62	1,598	46%
101-42111	Towing/DUI Reimbursement	1,000	175	780	78%
101-42112	Ticket Sign Off Fees	250	100	617	247%
101-42201	Recreation Fees	3,660		186	5%
101-42205	Basketball Revenues	4,400	320	5,150	117%
101-42208	Masters Swim Passes	3,600		940	26%
101-42211	Pool Ticket Sales	5,400		3,397	63%
101-42213	Pool Proceeds	1,350		968	72%
101-42212	Pool Concession Stand Revenues	4,500		3,297	73%
101-42215	Swim Passes	6,000		310	5%
101-42216	Swim Lessons	11,800		2,710	23%
101-42217	Water Aerobics Fees			611	
101-42218	Swim Team Reimbursement	8,000		8,000	100%
101-42301	Park Rental	750	75	705	94%
101-42303	Community Center Rental	63,920	1,360	2,437	4%
101-42304	Community Center Insurance Collected		613	1,465	
101-44101	Rents/Leases Revenues	38,500	3,859	22,454	58%
101-43110	Fines-No Building Permits			53	
101-44102	Interest Earnings	3,000	479	746	25%
101-46106	Reinspect Fee	250		53	21%
101-49101	Contributions	80,450	4,101	30,646	38%
101-49102	Reimbursements/Refunds		597	1,984	
101-49104	Miscellaneous Revenues	1,000	349	3,548	355%
101-49106	Cash Over/Short		10	(23)	
101-49999	Interfund Operating Transfer	5,000			0%
Total Revenues		\$ 3,264,694	\$ 121,133	\$ 785,923	24%

City of Winters
Summary of Revenues
July 1, 2010 through January 31, 2011

Fund	Fund Description	% of Year Complete				58%
		Budget 2010-2011	January Actual	Year to Date Actual	Amount left to Receive	% of Budget Received
101	General Fund	\$ 3,894,711	\$ 121,131	\$ 785,922	\$ 3,108,789	20%
103	Community Center and Pool Fund		24	1,392	(1,392)	
201	Fire Prevention Grant		2	5	(5)	
208	First Time Homebuyer In Lieu		96	222	(222)	
211	City Wide Assessment	189,173	66	227	188,946	0%
212	Flood Assessment District	416	4	10	406	2%
221	Gas Tax	119,383		69,533	49,850	58%
231	State COPS AB1913	100,000		31,440	68,560	31%
251	Traffic Safety	10,500	115	(176)	10,676	-2%
252	Asset Forfeiture	300	227	322	(22)	107%
254	Vehicle Theft Deterrent	250	55	128	122	51%
261	Traffic Congestion Relief	70,226			70,226	0%
267	Grant Ave Improvement			1,204	(1,204)	
276	Putah Creek North Bank Improvement		1,895	33,012	(33,012)	
277	First 5 Grant			6,197	(6,197)	
279	Jardin De Ninos			4,650	(4,650)	
287	After School Program Contributions			5,000	(5,000)	
291	Beverage Recycling	5,050	20	5,047	3	100%
294	Transportation	221,777	105	(3,473)	225,250	-2%
299	After School Program	141,670	6,061	223,411	(81,741)	158%
302	07-PTA Grant			4,346	(4,346)	
313	STBG 96-1043 Housing & P Public Works	8,724	727	5,089	3,635	58%
321	EDBG 99-688 Buckhorn	16,168	1,450	10,152	6,016	63%
351	RLF Housing Rehab	6,697	9	21	6,676	0%
352	RLF Affordable Housing			15,366	(15,366)	
355	RLF Small Business	1,838	2,268	15,450	(13,612)	841%
356	RLF HOME Program		86	199	(199)	
411	Street Impact Fee	155,858	679	(176)	156,034	0%
412	Storm Drain Impact Fee	1,728	170	392	1,336	23%
413	Parks & Recreation Impact Fee	98,568	619	95	98,473	0%
414	Public Safety Impact Fee	71,542			71,542	0%
415	Fire Impact Fee	69,086			69,086	0%
416	General Facilities Impact	102,318	167	(155)	102,473	0%
417	Water Impact Fee	110,452	117	(175)	110,627	0%
418	Sewer Impact Fee	213,746	97	(280)	214,026	0%
421	General Fund Capital		576	226	(226)	
422	Landfill Capital	1,144	254	90	1,054	8%
424	Parks & Recreation Capital	390	10	22	368	6%
427	Capital Equipment	2,000	2,223	2,843	(843)	142%
429	Service Reserve Fund	5,000	50	115	4,885	2%
481	General Plan 1992	88,744			88,744	0%
482	Flood Control Study		1	3	(3)	
492	RAJA Storm Drain		44	101	(101)	
494	CARF	500	(1,481)	4,964	(4,464)	993%
495	Monitoring Fee	88,744			88,744	0%
496	Storm Drain Non-Flood			1	(1)	
501	General Debt Service	275	64	147	128	53%
611	Water O & M	1,005,707	83,563	638,887	366,820	64%
612	Water Reserve	10,560	1,581	5,480	5,080	52%
616	Water Conservation	11,592	11	25	11,567	0%
617	Water Meter Fund	10,200		19,518	(9,318)	191%
621	Sewer O & M	1,318,570	106,930	771,801	546,769	59%
701	Community Redevelopment	1,514,868	3,209	66,378	1,448,490	4%
703	2007 Bond Project Fund		6,753	2,956	(2,956)	
711	Community Redevelopment LIH	386,739		1,000	385,739	0%
712	RDA Housing Project Area		3	239	(239)	
713	2007 LIH Bond Project Fund	8,250	2,251	2,099	6,151	25%
751	Community Redevelopment LTD	30,663		34,282	(3,619)	112%
821	Winters Library	500	118	274	226	55%
831	Swim Team	71,250	14	44,098	27,152	62%
832	Masters Swim Program	3,000			3,000	0%
833	Festival de la Comunidad	6,400	2	6,562	(162)	103%
846	Quilt Festival		1	424	(424)	
Total Revenues		\$ 10,175,277	\$ 342,367	\$ 2,816,932	\$ 7,358,345	28%

City of Winters
Summary of Expenditures
July 1, 2010 through January 31, 2011

		% of Year Complete					58%
Fund	Fund Description	Budget 2010-2011	January 2011 Actual	Year to Date Actual	Balance of Budget Remaining	% of Budget Spent	
101	General Fund Expenditures by Department						
110	City Council	\$ 2,872	\$ 102	\$ 347	\$ 2,525	12%	
120	City Clerk	8,440	533	13,172	(4,732)	156%	
130	City Treasurer	338	27	189	149	56%	
160	City Manager	35,274	2,732	21,935	13,339	62%	
170	Administrative Services	170,109	12,551	98,671	71,438	58%	
180	Finance	3,134	239	1,608	1,526	51%	
210	Police Department	1,676,705	165,784	992,168	684,537	59%	
310	Fire Department	631,757	37,190	173,814	457,943	28%	
410	Community Development	245,863	15,382	153,370	92,493	62%	
420	Building Inspections	100,178	9,819	67,564	32,614	67%	
610	Public Works-Administration	180,325	12,916	113,123	67,202	63%	
710	Recreation	8,050	2,398	13,501	(5,451)	168%	
720	Community Center	84,901	8,180	44,435	40,466	52%	
730	Swimming Pool	69,863		28,353	41,510	41%	
	Total General Fund Expenditure	\$ 3,217,809	\$ 267,853	\$ 1,722,250	\$ 1,495,559	54%	
201	Fire Prevention Grant	500	596	596	(96)	119%	
211	City Wide Assessment	195,383	18,910	129,928	65,455	67%	
221	Gas Tax Fund	112,564	8,479	58,007	54,557	52%	
231	State COPS 1913	86,769	5,993	48,808	37,961	56%	
251	Traffic Safety			1,064	(1,064)		
261	Traffic Congestion Relief	35,000		73,489	(38,489)	210%	
267	Grant Avenue Improvements	70,000		(4,828)	74,828	-7%	
274	Park Grant			146	(146)		
276	Putah Creek North Bank improvem	1,261,332	2,958	23,450	1,237,882	2%	
277	First 5 Grant		50	13,010	(13,010)		
291	Beverage Recycling Grant	5,000		838	4,162	17%	
294	Transportation	281,171	28,718	218,270	62,901	78%	
299	After School Program	141,670	8,381	70,998	70,672	50%	
302	07-PTA Grant			4,348	(4,348)		
313	STBG 96-1043 Housing & Public W	420	727	5,089	(4,669)	999%	
321	EDBG 99-688 Buckhorn	7,935	1,450	10,152	(2,217)	128%	
411	Street Impact Fee	47,192			47,192		
413	Park & Recreation Impact Fee	447,228		210,211	237,017	47%	
417	Water Impact Fee			209,660	(209,660)		
422	Landfill Capital	10,800	400	4,248	6,552	39%	
429	Service Reserve	5,000			5,000		
611	Water O & M	942,602	58,359	560,800	381,802	59%	
615	07 Water Bonds	1,208,808	19,728	620,135	588,673	51%	
616	Water Conservation Fund	3,800	255	559	3,241	15%	
617	Water Meter Fund		2,441	53,778	(53,778)		
621	Sewer O & M	1,223,845	75,551	567,784	656,061	46%	
626	2007 Sewer Bond	2,208,070	37,355	41,685	2,166,385	2%	
651	Central Service Overhead		1,433	1,433	(1,433)		
701	Community Redevelopment	1,791,767	32,988	866,747	925,020	48%	
703	2007 Bond Project Fund	7,563,402	465,495	2,964,657	4,598,745	39%	
711	Community Redevelopment LIH	566,528	20,150	340,009	226,519	60%	
712	LIH Bond Proceeds	1,354,365		57,887	1,296,478	4%	
713	2007 LIH Bond Project Fund			242,113	(242,113)		
751	Community Redevelopment LTD			42,268	(42,268)		
821	Winters Library	25,000			25,000		
831	Swim Team	54,374		28,755	25,619	53%	
832	Masters Swim Program	3,000		3,058	(58)	102%	
833	Festival de la Comunidad	6,400		6,308	92	99%	
845	Historical Photos			725	(725)		
846	Quilt Festival		75	99	(99)		
	Total Expenditures	\$ 22,877,734	\$ 1,058,345	\$ 9,198,534	\$ 13,679,200	40%	

City of Winters
Fund Balances Report
Estimated Fund Balance as of January 31, 2011

Fund#	Fund Description	Audited	Current Year	Current Year	Transfers	Ending Fund	Change From:
		Fund Balance June 30, 2010	Revenues	Expenditures	In/(Out)	Balance	6/30/2010
101	General Fund	\$ 1,423,074	\$ 785,923	\$ 1,722,257	\$ -	\$ 486,745	\$ (936,329)
103	Community Center & Pool Fund	22,940	1,392			24,332	1,392
201	Fire Prevention Grant	1,784	5	596	-	1,193	(591)
208	First Time Homebuyer	83,410	222		-	83,632	222
211	City Wide Assessment	70,253	227	129,928	-	(59,448)	(129,701)
212	Flood Assessment District	3,781	10		-	3,791	10
221	Gas Tax	56,964	69,533	58,007	-	68,490	11,526
231	State COPS 1913	(102,095)	31,440	48,808	-	(119,463)	(17,368)
251	Traffic Safety	209,978	(176)	1,064	-	208,738	(1,240)
252	Asset Forfeiture	13,372	322		-	13,694	322
254	Vehicle Theft Deterrent	353	128		-	481	128
261	Traffic Congestion Relief			73,489	-	(73,489)	(73,489)
267	Grant Avenue Improvements	(6,032)	1,204	(4,828)	-		6,032
274	Park Grant	146		146	-		(146)
276	Putah Creek North Bank Imp	(20,997)	33,012	23,450	-	(11,435)	9,562
277	First Five Grant		6,197	13,010	-	(6,813)	(6,813)
279	Jardin De Ninos		4,650		-	4,650	4,650
287	After School Program Contributions		5,000		-	5,000	5,000
291	Beverage Recycling Grant		5,047	838	-	4,209	4,209
294	Transportation	426,555	(3,473)	218,270	-	204,812	(221,743)
298	Workforce Grant	18,023			-	18,023	
299	After School Program		223,411	70,996	-	152,413	152,413
302	07-PTA Grant		4,346	4,346	-		
313	ST8G-96-1043 Housing and P	(29,070)	5,089		(5,089)	(29,070)	
321	EDBG 99-688 Buckhorn		10,152		(10,152)		
351	RLF Housing Rehabilitation	19,222	21		-	19,243	21
352	RLF Affordable Housing	28,587	15,366		-	43,953	15,366
355	RLF Small Business	76,274	209		15,241	91,724	15,450
356	RLF HOME Program	74,682	199		-	74,881	199
411	Street Impact Fee	1,130,381	(176)		-	1,130,205	(176)
412	Storm Drain Impact Fee	177,673	392		-	178,065	392
413	Parks & Recreation Impact	750,317	95	210,211	-	540,201	(210,116)
416	General Facilities Impact	245,756	(155)		-	245,601	(155)
417	Water Impact Fee	202,229	(175)	209,660	-	(7,606)	(209,835)
418	Sewer Impact Fee	(187,990)	(280)		-	(188,270)	(280)
421	General Fund Capital	546,416	226		-	546,642	226
422	Landfill Capital	224,796	90	4,248	-	220,638	(4,158)
424	Parks and Recreation Capit	8,395	22		-	8,417	22
427	Equipment Replacement Fund	373,230	2,843		-	376,073	2,843
429	Service Reserve Fund	500,777	115		-	500,892	115
481	General Plan 1992	(575,909)			-	(575,909)	
482	Flood Control Study	(123,720)	3		-	(123,717)	3
497	RAJA Storm Drain	28,407	101		-	28,508	101
494	CARF	39,564	4,964		-	44,528	4,964
496	Storm Drain Non-Flood	231	1		-	232	1
501	General Debt Service	55,474	147		-	55,621	147
502	General LTD	(32,687)			-	(32,687)	
611	Water O & M	3,363,782	638,887	560,800	-	3,441,869	78,087
612	Water Reserve	78,361	5,480		-	83,841	5,480
615	2007 Water Bonds	1,022,997		620,135	-	402,862	(620,135)
616	Water Conservation	9,549	25	559	-	9,015	(534)
617	Water Meter Fund	25,415	19,518	53,778	-	(4,845)	(34,260)
619	Water Debt Service Fund	(3,130,487)			-	(3,130,487)	
621	Sewer O & M	4,508,183	771,801	567,784	-	4,712,200	204,017
626	2007 Sewer Bonds	2,197,028		41,685	-	2,155,343	(41,685)
629	Sewer Debt Service	(3,669,422)			-	(3,669,422)	
651	Central Service Overhead	1,433		1,433	-		(1,433)
701	Community Redevelopment	(223,375)	24,110	866,747	42,268	(1,023,744)	(800,369)
703	2007 Bond Project Fund	7,217,242	2,956	2,964,657	-	4,255,541	(2,961,701)
711	Community Redevelopment LI	288,251	1,000	340,009	-	(50,758)	(339,009)
712	RDA Housing Project Area	57,887	239	57,887	-	239	(57,648)
713	2007 LIH Bond Projects	1,520,272	2,059	242,113	-	1,280,258	(240,014)
751	Community Redevelopment LT	1,022,700	34,282		(42,268)	1,014,714	(7,986)
821	Winters Library	103,141	274		-	103,415	274
831	Winters Library	68,878	44,098	28,755	-	84,221	15,343
832	Master Swim Program	(190)		3,058	-	(3,248)	(3,058)
833	Festival de La Comunidad	1,229	6,562	6,308	-	1,483	254
845	Historical Photo Fund	725		725	-		(725)
846	Quilt Festival	291	424	99	-	616	325
911	General Fixed Assets	15,795,393			-	15,795,393	
Total Fund Balance		\$ 35,997,827	\$ 2,759,424	\$ 9,141,025	\$ -	\$ 29,616,226	\$ (6,381,601)



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 2, 2011
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: January 2011 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters monthly investment for January 2011.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for January 2011. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract (GIC) for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters.

The investment report for the month of January reflects interest received from all of the above sources.

FISCAL IMPACT:

None

City of Winters
investment Earnings Report
Investment Earnings as of January 31, 2011

Fund	Fund Description	January Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND	\$ 479	\$ 746
103	Community Center and Pool Fund	24	55
201	FIRE PREVENTION FUND	2	5
208	FIRST TIME HOMEBUYER	96	222
212	FLOOD ASSESSMENT DISTRICT	4	10
251	TRAFFIC SAFETY	115	(176)
252	ASSET FORFEITURE	15	36
254	VEHICLE THEFT DETERRENT	55	128
291	BEVERAGE RECYCLE GRANT	20	47
294	TRANSPORTATION/BUS	105	243
299	AFTER SHCOOL PROGRAM	78	180
313	STBG 96-1043	50	198
321	EDBG 99-688	696	4,868
351	RLF HOUSING REHAB	9	21
355	RLF SMALL BUSINESS	90	209
356	RLF HOME PROGRAM	86	199
411	STREET IMPACT FEE	679	(176)
412	STORM IMPACT FEE	170	392
413	PARKS & REC IMPACT FEE	619	95
416	GENERAL FACILITY IMPACT FEE	167	(155)
417	WATER IMPACT FEE	117	(175)
418	SEWER IMPACT FEE	97	(280)
421	GENERAL FUND CAPITAL	576	226
422	LANDFILL CAPITAL	254	90
424	PARKS & REC CAPITAL	10	22
427	EQUIPMENT REPLACEMENT FUND	57	131
429	SERVICE RESERVE	50	115
482	FLOOD CONTROL STUDY	1	3
492	RAJA STORM DRAIN	44	101
494	CARF	45	104
496	STROM DRAIN NON-FLOOD		1
501	GENERAL DEBT SERVICE	64	147
611	WATER O & M	300	(324)
612	WATER RESERVE	79	183
616	WATER CONSERVATION	11	25
617	WATER METER FUND		40
621	SEWER O & M	595	(208)
703	2007 BOND PROJECT FUND	6,753	2,956
712	RDA LIH PROJECT AREA	3	239
713	2007 LIH BOND PROJECT	2,251	2,099
751	REDEVELOPMENT LTD		34,282
821	WINTERS LIBRARY	118	274
831	SWIM TEAM	14	33
846	Quilt Festiva	1	1
	Total Investment Earnings	<u>\$ 14,999</u>	<u>\$ 47,232</u>