



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, April 19, 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*

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

Roll Call

Pledge of Allegiance

Approval of Agenda

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, March 15, 2011 (pp 1-10)
- B. Resolution 2011-23, A Resolution of the City Council of the City of Winters Declaring Weeds and Rubbish on Certain Lots and Parcels Within the City of Winters to be a Public Nuisance and Ordering the Institution of Proceedings to Abate Said Public Nuisances (pp 11-16)
- C. Application for Youth Day Parade Permit and Request for Youth Day Street Closure (pp 17-20)

### PRESENTATIONS

- Recognition of U14 Girls Soccer Team- California State Champions
- Recognition of Cody Linton- Winters High School Wrestling
- Southwest Water Update- Wesley Mercado

### DISCUSSION ITEMS

- 1. Public Hearing and Consideration of Ordinance 2011-03, An Interim Urgency Ordinance of the City of Winters Enacted Pursuant to Government Code Section 65858 to Extend Interim Urgency Ordinance No. 2011-02 for an Additional 10 Months and 15 Days and to Continue for this Period the Temporary Prohibition Against the Establishment and Operation of Street Vendors (pp 21-26)
- 2. Funding and Design Contract for Grant Avenue/Road 90 Signal Improvements, Project No. 11-01; and Funding for Gateway Utilities, Phase 2, Project No. 08-06 (pp 27-29)
- 3. In-Car Camera Systems for Winters Police Vehicles Information Report and Power Point Presentation by Lt. Sergio Gutierrez (pp 30-34)
- 4. Assistant City Attorney Services Contract- Recommendation (pp 35-42)

5. Authorization to Purchase Furniture for Public Safety Facility (pp 43-49)
6. Authorization to Purchase Audio/Visual Equipment for Public Safety Facility (pp 50-61)

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COMMUNITY DEVELOPMENT AGENCY

1. Approve Revised Project Budget Sheet, Award Construction Contract and Amend Contract for Materials Testing and Inspection for the Downtown Streetscape Improvements, Phase 2 (pp 62-67)

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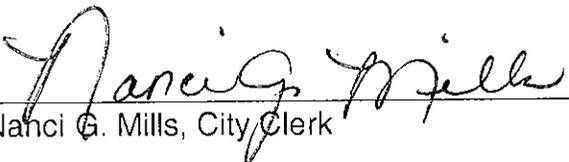
CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 19, 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 April 14, 2011, and made available to the public during normal business hours.

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

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

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

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Wednesday at 10:00 a.m.

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Minutes of the Regular Meeting of the Winters City Council  
Held on Tuesday, March 15, 2011

Mayor Pro Tem Aguiar-Curry called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Michael Martin, Tom Stone  
and Mayor Pro Tem Cecilia Aguiar-Curry  
Absent: Mayor Woody Fridae  
Staff: City Manager John Donlevy, City Attorney John Wallace, City Clerk  
Nanci Mills, Community Development Director Nellie Dyer, Director  
of Financial Management Shelly Gunby, Housing Programs  
Manager Dan Maguire, Fire Captain Brad Lopez, Associate Elliot  
Landes and Administrative Assistant Tracy Jensen.

Kathy Cowan led the Pledge of Allegiance.

**Approval of Agenda:** City Manager Donlevy asked Mayor Pro Tem Aguiar-Curry to convene the Community Development Agency (CDA) prior to Council Discussion Item #3 so this item could be heard concurrently with CDA Item #1. City Manager Donlevy also asked to switch CDA Items #2 and #3 so new CDA Item #2 could be heard concurrently with Council Item #4. Motion by Council Member Martin and seconded by Council Member Stone to approve the agenda with said changes. Motion carried unanimously.

**COUNCIL/STAFF COMMENTS:** Council Member Stone will be attending the Local Government Commission (LGC) conference this week and will bring back information to share. The Chamber Mixer that was held last night at Anytime Fitness went well. Supervisor Rexroad contacted Mr. Stone and asked for some re-districting feedback. The only thing he thought he could safely convey from the Council is that at some point, the City of Winters would like a reasonable chance of having a supervisor from our area. Historically, our chances have been minimized. Representation is Supervisor Rexroad's motivation and he thought the people at the southern part of the County would get better representation (currently represented by Don Saylor of Davis.) Mr. Stone asked that this subject be placed on a future agenda for discussion.

Council Member Martin attended a Yolo Solano Air Quality Management District meeting last week and requested the Gas Lawn Mower Exchange Program information be included on the City's website.

Council Members Anderson and Aguiar-Curry recently attended an Local Government Commission (LGC) dinner meeting. Last week, Council Member Anderson, along with City Manager Donlevy and Council Member Aguiar-Curry, toured the City with a group from SACOG, which was made up of 15 representatives from small jurisdictions all over the nation who were interested in farming relationships and affordable housing. Council Member Anderson also attended a Yolo County Transportation District (YCTD) meeting last night.

Council Member Aguiar-Curry attended a Yolo Leadership meeting in Woodland and appreciated the Council members who were able to attend. The meeting was well attended by Council members, as well as County staff and school district staff, and kudos to Dan Maguire for making sure we had school board representation. Ms. Aguiar-Curry attended the Winters Chamber of Commerce meeting and noted there are 150 Chamber members. The Yolo County Health Department will be holding a workshop at the Community Center, date TBA. Ms. Aguiar-Curry recently interviewed 7 WHS students for Work Ready certificates, who provided many good comments and also had some good ideas for the swimming pool. The League of California Cities is accepting applications for Board of Director and will hold the Sacramento Valley quarterly meeting on March 25<sup>th</sup>. There is a Rural Development Agency (RDA) webinar on Thursday at City Hall and all staff members are invited to watch. A letter was received from Assemblywoman Mariko Yamada regarding an upcoming veterans day-long forum in Suisun City, where various veteran benefits will be discussed.

**PUBLIC COMMENTS:** None

### **CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 1, 2011**
- B. Minutes of the Special Meeting of the Winters City Council Held on Friday, March 4, 2011**
- C. Resolution 2011-17, a Resolution of the City Council of the City of Winters Receiving from the Community Development Agency the Annual Housing Element Progress Report to Legislative Body, Governor's Office of Planning and Research and State Department**

- of Housing and Community Development for the Calendar Year Ending December 31, 2010 and Authorizing its Transmittal to the State Department of Housing and Community Development and the Governor's Office of Planning and Research
- D. Project Acceptance – Municipal Well Pump Station No. 7, Project No. 05-05
  - E. Request to Award Lowest Bid for a Residential 60” Dual Oven Range for the New Police-Fire Facility Living Quarters
  - F. Request for Street Closure and Amplified Sound Permit for East Main Street submitted by Chris Turkovich for Roots to Wine Event
  - G. Approve a Traffic Engineering Service Work Order with Fehr & Peers Associates, Inc in the Amount of \$16,350 to Prepare a Cumulative Traffic Analysis for the Gateway Area Development Projects and Authorize the City Manager to Execute the Work Order with Fehr & Peers Associates, Inc.
  - H. Proclamation Recognizing “National Agriculture Week”, March 13-19, 2011

City Manager Donlevy gave an overview. If the State kills redevelopment, all bets are off for affordable housing. Masters Wholesale Distributing was awarded the bid for the oven range for the Public Safety Facility's living quarters, which includes a two-year warranty. None of the bidders offered a five-year warranty.

Motion by Council Member Anderson and seconded by Council Member Martin to approve the Consent Calendar. Motion carried unanimously.

**PRESENTATIONS:** None

### **DISCUSSION ITEMS**

1. **Consideration and Adoption of Ordinance 2011-02, an Urgency Ordinance of the City Council of the City of Winters, Establishing a Moratorium on the Establishment and Operation of Street Vendors Pursuant to Government Code Section 65858**

Community Development Director Nellie Dyer gave an overview and said the moratorium would last for 45 days. Ms. Dyer said she wants to focus on stationary vending and people pushing food carts. City Attorney Wallace clarified that the moratorium would authorize the City to stop processing any new

applications. The moratorium would last for 45 days with the adoption of this ordinance. This would then be followed by a first reading, public hearing and second reading and adoption of an ordinance for a second moratorium that would last for 10-1/2 months. Council Member Stone said the sidewalk in the first block of Railroad south of Grant is the biggest sidewalk in town and is a prime location. Parking can also be an issue. During Youth Day, the vendors in the park don't have permits. Ms. Dyer said with Youth Day approaching, she would like to look at it in the next couple of weeks. Stationary vending is a concern @ Railroad & Grant. She suggested the possibility of a Food Cart pod at Rotary Park, although "brick & mortar" businesses may balk. It needs to be researched, and not haphazardly.

Ms. Dyer also said marijuana will be on the Planning Commission agenda in March as an information item.

Council Member Anderson asked about the taco truck. City Attorney Wallace said existing permits are grandfathered in and are acceptable. Council Member Aguiar-Curry added that the landlord where the taco truck is parked provides no cafeteria facility to its' employees and added an electrical outlet to be used by the taco truck for this purpose. City Attorney Wallace said the taco truck application indicated they would be providing food to the workers.

Council Member Aguiar-Curry said with the loss of the Farmers Market, there would likely be more vendor attempts and asked about parking. She suggested talking to downtown businesses to find out how it might work and might not work. Although food carts are a great low cost alternative, we must think of the existing businesses. There are a lot of restrictions in the code, including the distance required between the vendor and school grounds. Ms. Aguiar-Curry would love to accommodate the vendors but we need to look at how it fits in Winters. Council Member Martin asked about restrooms for sidewalk vendors and Council Member Anderson said the proprietor of the business where the street vendor is doing business must agree to bathroom use.

Motion by Council Member Stone and seconded by Council Member Martin to adopt Urgency Ordinance 2011-02 establishing a moratorium on the establishment and operation of street vendors pursuant to Government Code Section 65858. Motion carried with the following vote:

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

**2. Public Hearing and Possible Adoption of Resolution 2011-18,  
A Resolution of the City Council of the City of Winters**

**Authorizing Submittal of an Application and Contract Execution for Funding from the Economic Development Allocation of the State Community Development Block Grant ("CDBG") Program**

Housing Programs Manager Dan Maguire gave an overview. Mayor Pro Tem Aguiar-Curry opened the public hearing at 7:06 p.m. and closed the public hearing at 7:06 p.m. with no public comment.

Motion by Council Member Anderson and seconded by Council Member Martin to authorize the submittal of an application and contract execution for funding from the Economic Development Allocation of the State Community Development Block Grant ("CDBG") Program. Motion carried with the following vote:

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

Mayor Pro-Tem Aguiar-Curry opened the meeting of the Community Development Agency concurrently with the City Council at 7:06 p.m.

**3. Public Hearing for Property Transfer from Community Development Agency to City of Winters (Joint with Community Development Agency Item #1)**

City Manager Donlevy gave an overview and requested that a joint public hearing of the City Council and Community Development Agency (CDA) be conducted for the property transfer from the CDA to the City of Winters, as the Agency and City have a common interest in the development of various projects. Staff is recommending securing payment through transfer of property of the six properties listed, five of which the CDA has moved forward with preliminary appraisals. Following the joint public hearing, City Manager Donlevy asked Council to approve the Purchase and Sale Agreement and Joint Escrow Instructions, and approve the Delegation and Conveyance Agreement for the referenced properties (318 Railroad Avenue, 314 Railroad Avenue, 23 Main Street, 110 E. Baker Street, 311 First Street, and Grant Avenue Commercial Property.) If approved, the City would credit the CDA the amount of \$1,563,000 as partial repayment of debts owed to the City.

Council Member Martin asked was the total Agency to City indebtedness is. Ms. Gunby said between \$3.4 and \$3.5 million dollars. She added that Council had

approved a repayment schedule at a prior City Council meeting held on February 15, 2011.

Mayor Pro Tem Aguiar-Curry opened the joint public hearing at 7:12 p.m. and closed the public hearing at 7:12 p.m. with no public comment.

City Attorney Wallace said the motion would be to "approve recommendations 2 and 3 as amended to delete the 1d real property."

Motion by Council Member Anderson and seconded by Council Member Stone to approve staff recommendations 2 and 3 as amended to delete the 1d real property. Motion carried unanimously with Mayor Fridae absent.

4. **City of Winters/Winters Community Development Agency Cooperation Agreement:**
  - a. **Approval of Resolution 2011- 21 A RESOLUTION OF THE WINTERS CITY COUNCIL AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT FOR PAYMENT OF COSTS INCURRED BY THE CITY ASSOCIATED WITH CERTAIN AGENCY-FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS.**
  - b. **COOPERATION AGREEMENT BETWEEN THE CITY OF WINTERS AND THE WINTERS COMMUNITY DEVELOPMENT AGENCY FOR PAYMENT OF COSTS INCURRED BY THE CITY ASSOCIATED WITH CERTAIN AGENCY-FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSINGPROJECTS**
  - c. **Approval of Resolution 2011-19 A RESOLUTION OF THE CITY OF WINTERS AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT FOR ADVANCE AND REIMBURSEMENT OF ADMINISTRATIVE AND OVERHEAD EXPENSES**
  - d. **COOPERATIVE AGREEMENT FOR ADVANCE AND REIMBURSEMENT OF ADMINISTRATIVE AND OVERHEAD EXPENSES**

City Manager Donlevy gave an overview and said this is also a joint item with CDA Item #3, which was moved to CDA Item #2 during the approval of the agenda. There are four actions to take: the adoption of Resolutions 2011-19 and 2011-21, City Cooperation Agreements, and Resolutions 2011-20 and 2011-22, CDA Cooperative Agreements. This action is a reaffirmation at a regular meeting following the special meeting held on March 4, 2011. City Attorney Wallace said this reaffirmation of actions taken on 3/4/11 is due to public notice requirements. City Attorney Wallace also advised of a correction on Agenda Packet Page 86, wherein "the Central District of California" should read "the

Eastern District of California." Council Member Anderson also advised of a spelling correction on the heading on Agenda Packet Page 79.

Motion by Council Member Stone and seconded by Council Member Anderson to approve Resolution 2011- 21 authorizing the execution of a Cooperation Agreement for payment of costs incurred by the City associated with certain agency-funded capital improvement and affordable housing projects; a Cooperation Agreement between the City of Winters and the Winters Community Development Agency for payment of costs incurred by the City associated with certain agency-funded capital improvement and affordable housing projects; approval of Resolution 2011-19 authorizing the execution of a cooperation agreement for advance and reimbursement of administrative and overhead expenses; and a Cooperative Agreement for advance and reimbursement of administrative and overhead expenses. Motion carried with the following vote:

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

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### **COMMUNITY DEVELOPMENT AGENCY**

**1. Public Hearing for Property Transfer from Community Development Agency to City of Winters (Joint with City Council)**

Item heard jointly with City Council Item #3.

**2. Authorization for Community Development Agency to provide funding for legal fees for possible litigation by League of California Cities and California Redevelopment Association relating to Governor Browns proposal to eliminate Redevelopment Agencies as part of the States 2011-2012 Budget.**

Director of Financial Management Shelly Gunby gave an overview. On March 7<sup>th</sup>, the League of California Cities held a special board meeting and voted to authorize the League to be named plaintiff in any litigation challenging the constitutionality of Gov. Brown's proposal and resulting legislation. Ms. Gunby is requesting authorization from the Community Development Agency to provide funding between \$2,500 and \$5,000, although no funding request has been

received yet. The Winters Community Development Agency would be severely impacted if the Redevelopment Agency cannot continue. Should a lawsuit be filed, Ms. Gunby is requesting the CDA approve the authorization of legal fees. Agency Member Martin asked if the State can freeze funds? Can these funds be reallocated? Ms. Gunby said the Winters CDA cannot enter into any new contracts or new development deals, but can continue normal operations through July 1<sup>st</sup>, as the bill has not yet been passed. The State will vote tomorrow on the budget, which includes the redevelopment vote. Executive Director Donlevy said this freezes us from doing anything and said it is horrible legislation. Agency Member Anderson asked if the funds were limited to the Redevelopment Agency and clarified that the authorized amount is not to exceed \$2,500. Executive Director Donlevy said funding for legal fees would be slightly higher than \$2,500.

Motion by Agency Member Anderson and seconded by Agency Member Martin to approve staff recommendation as amended, authorizing the Executive Director of the CDA to provide funding as requested by the League of California Cities and the California Redevelopment Association, including a \$200 assessment. Motion carried unanimously, with one absent.

3. **City of Winters/Winters Community Development Agency Cooperation Agreement:**
  - a. **Approval of Resolution 2011-22 A RESOLUTION OF THE WINTERS COMMUNITY DEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT FOR PAYMENT OF COSTS INCURRED BY THE CITY ASSOCIATED WITH CERTAIN AGENCY-FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS**
  - b. **A COOPERATION AGREEMENT BETWEEN THE CITY OF WINTERS AND THE WINTERS COMMUNITY DEVELOPMENT AGENCY FOR PAYMENT OF COSTS INCURRED BY THE CITY ASSOCIATED WITH CERTAIN AGENCY-FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSINGPROJECTS**
  - c. **Approval of Resolution 2011-20 A RESOLUTION OF THE WINTERS COMMUNITY DEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT FOR ADVANCE AND REIMBURSEMENT OF ADMINISTRATIVE AND OVERHEAD EXPENSES**
  - d. **COOPERATIVE AGREEMENT FOR ADVANCE AND REIMBURSEMENT OF ADMINISTRATIVE AND OVERHEAD EXPENSES**

Item heard jointly with City Council Item #4.

**4. Approve Amendment No. 3 to Rick Engineering Contract for Design of the Downtown Streetscape Phase II Project**

Agency Member Anderson recused himself due to a possible conflict of interest.

City Manager Donlevy said this would be reaffirmation of approval and adds approximately \$14,000 to the contract for the implementation of Phase II.

Motion by Agency Member Martin, seconded by Agency Member Stone to approve Amendment No. 3 to the Rick Engineering contract for design of the Downtown Streetscape Phase II Project. Motion carried unanimously with two absent.

Agency Member Anderson returned to the dais at this time.

**5. Approve Legal Services Agreement with Best, Best & Krieger**

City Manager Donlevy gave an overview. Agency Member Anderson asked about Proposition 22, the ban on the State from borrowing funds from local governments. City Manager Donlevy said the constitutional amendment was passed by 61% of the voters in California. Reallocating redevelopment funds from committees is a direct conflict of Proposition 22 and Article 18 of the State Constitution. Proposition 13 and other legal statutes are in place to protect these funds. The State says by statute they can dissolve the redevelopment agencies. The State's Department of Finance are using numbers from three years ago and if they they decide don't want to pay our bond indebtedness, the City of Winters' credit rating could be forever affected.

Agency Member Anderson asked if the City's property tax was higher three years ago than it is now. City Manager Donlevy said property tax is down by 18%. The State Department of Finance is using 2008 numbers to determine the legislation today. Under AB101, the State is looking to take \$1.7 billion from local redevelopment agencies, pegging an amount for each redevelopment agency. What if we don't have it? Will we be forced to dip further into our funds for a bond payment? Staff is recommending that we enter into a legal service agreement and encumber the funds and to potentially file a lawsuit against the State of California. The City has very clean audits and we have the ability to demonstrate that our redevelopment funds were audited. The Standard & Poor's review of our actions speak for itself.

At a population of just below 7,000, the City of Winters has financial policies that we need and bond indebtedness that we don't need. In the event the City has to incur indebtedness, we will experience exorbitant credit rates if our credit rating is killed, so we have every need to defend ourselves.

Agency Member Martin asked if \$60,000 was enough. City Manager Donlevy said we have friends that will join us and City Attorney Wallace said we are not alone. Best Best & Krieger LLP are the same folks that handled our recent litigation. Agency Chair Aguiar-Curry asked if we will retain the same attorneys. City Manager Donlevy said Attorney Iris Yang knows the agency and Attorney Harriet Steiner will also be involved. The lead Redevelopment Council will be Glen Hawkins of the California Redevelopment Association.

Motion by Agency Member Martin, second by Agency Member Stone to approve the Legal Services Agreement with Best Best & Krieger and the reserve of \$60,000 in attorney's fees from CDA funds.

Agency Chair Aguiar-Curry closed the Community Development Agency at 7:40 p.m.

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**CITY MANAGER REPORT:** City Manager Donlevy said the State Assembly is scheduled to vote tomorrow @ 1:00 p.m. regarding trailer bill AB101 concerning redevelopment, which was authored by Assemblyman Roger Dickinson. If adopted as written, the bill will change the relationship between the State and local government. The bill is mean, out of bounds, and is a horrible piece of legislation. Anyone supporting this bill should be held accountable.

The City will be interviewing with three firms for an assistant City Attorney, beginning with two interviews tomorrow. A recommendation will come back to Council at the April 19<sup>th</sup> meeting.

**INFORMATION ONLY:** None

**EXECUTIVE SESSION:** None

**ADJOURNMENT:**

Mayor Pro-Tem Aguiar-Curry adjourned the meeting at 7:45 p.m.

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Cecilia Aguiar-Curry, Mayor Pro Tem

**ATTEST:**

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Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** April 19, 2011  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk  
**SUBJECT:** Resolution 2010-23, Declaring Weeds and Rubbish on Certain Lots and  
Parcels within the City of Winters to be a Public Nuisance and Ordering  
the Institution of Proceedings to Abate said Public Nuisances

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**RECOMMENDATION:**

Approve Resolution 2010-23, a Resolution Declaring Weeds and Rubbish on Certain Lots and Parcels within the City of Winters to be a Public Nuisance and Ordering the Institution of Proceedings to Abate said Public Nuisances.

**BACKGROUND:**

Each year at this time the Winters Fire Department surveys parcels for which weeds or rubbish, or both, have been observed.

A public hearing has been scheduled for the May 3<sup>rd</sup> City Council meeting, to be held at 6:30 p.m. for the purpose of hearing and considering all objections to the proposed removal of the weeds, rubbish, and refuse from the parcels described in Exhibit A.

**FISCAL IMPACT:**

None by this action.

**Resolution No. 2011-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
DECLARING WEEDS AND RUBBISH ON CERTAIN LOTS AND PARCELS  
WITHIN THE CITY OF WINTERS TO BE A PUBLIC NUISANCE AND  
ORDERING THE INSTITUTION OF PROCEEDINGS  
TO ABATE SAID PUBLIC NUISANCES**

**WHEREAS**, Title 4, Division 3, Part 2, Chapter 13, Article 2 of the Government Code, commencing with section 39560 (herein "Weed Abatement Law"). Provides the City Council with an alternative procedure which it may use for the abatement of weed and rubbish on lots and parcels within the City as public nuisances, and

**WHEREAS**, The City Council desires to utilize the procedures provided in the weed abatement law as a means of abating certain public nuisance conditions located throughout the City consisting of weeds and rubbish on lots and parcels within the City, and

**WHEREAS**, The Winters Fire District has presented the City Council with a list describing by street name and assessor's parcel number the lots and parcels within the City upon which weeds or rubbish, or both have been observed; and

**WHEREAS**, The City Council desires to abate weeds growing on said lots as seasonal and recurrent nuisances as provided in Section 39562.1 of the Weed Abatement Law;

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

1. That all weeds growing upon the streets, sidewalks and private property and all rubbish and refuse upon parkways, sidewalks and private property within the City are hereby declared to be, a public nuisances subject to abatement as provided in the weed abatement Law and this resolution.
2. That all weeds growing upon streets, sidewalks and private property within the City are also declared to be a seasonal and recurrent nuisance subject to abatement as provided in Section 39562.1 of the weed Abatement Law.
3. That the location of each such lot and parcel upon which a public nuisance has been observed to presently exist, listed by street upon which it fronts and Yolo County Assessor's parcel number, is set forth in Exhibit "A" attached hereto and incorporated herein by reference.

4. That the Fire Chief or his Representative of the Winters Fire District is hereby designated to be the "superintendent" as defined in Section 39560 of the Weed Abatement Law. For purposes of performing the duties imposed by said law within the City. Except that, the City Manager will be responsible for filing all liens and signature approval of the abatement contractor.
5. That a public hearing is hereby set before the City Council to be held at 6:30 P.M. on May 3, 2011 at the City Council Chambers. City Hall 318 First Street, Winters, California, for the purposes of hearing and considering all objections to the proposed removal of the weeds, rubbish and refuse from the parcels described in Exhibit "A".
6. That the Winters Fire District is hereby directed to give mailed notice of said hearing to all persons owning property described in Exhibit "A" as provided in Section 39567.1 of the Weed Abatement Law. Said mailed notice to be in the form provided for in the Weed Abatement Law for such notice. Said notice shall state that weeds are seasonal and recurrent nuisances as provided in Section 39562.1 of the Weed Abatement Law.
7. The Fire Chief or his representative is hereby authorized and directed to seek informal competitive bids for the performance of said abatement work on lots and parcels through the city and to present to the City Manager for consideration following the conclusion of the public hearing described above. The City Council finds and determines that said work of removing weeds and rubbish as provided in the Weed Abatement Law constitutes on professional services to the City.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF APRIL, 2011, BY THE FOLLOWING VOTE:**

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

\_\_\_\_\_  
Woody Fridae, MAYOR

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, CITY CLERK

EXHIBIT A

| APN        | SITUS                      | AssesseeNa   | AddressSt                     | AddressCt      | AddressSta | AddressZip | ZONING       | GIS_Acres       |
|------------|----------------------------|--|-------------------------------|----------------|------------|------------|--------------|-----------------|
| 038 070 35 | RUSSELL/BAKER/MAIN         | RABADA JOHN S AND RABADA JOHN S AND M D INC RET TRU    | 22 CASTLEWOOD DR              | PLEASANTON     | CA         | 94566      | P-C          | 4.44193000000   |
| 003 372 04 | 101 W GRANT AVE            | WINTERS JT UNIFIED SCH DIST                            | 909 W GRANT AVE               | WINTERS        | CA         | 95694      | C-2          | 1.13651000000   |
| 003 430 08 | TAYLOR ST                  | WINTERS MHP LLC  | 9929 VENICE BLVD              | LOS ANGELES    | CA         | 90034      | R-3          | 0.51960700000   |
| 003 182 65 | 424 MAIN ST                | VAUGHAN ANGUS L AND MARY J                             | 422 MAIN ST                   | WINTERS        | CA         | 95694      | R-1          | 0.16089400000   |
| 003 370 28 | E GRANT AVE                | WINTERS COMMUNITY DEVELOPMENT AGENCY                   | 318 1ST ST                    | WINTERS        | CA         | 95694      | C-2          | 1.45787000000   |
| 038 070 31 | PCL 3 GATEWAY DR           | JORDAN FARM PARTNERSHIP IV                             | 1600 EXECUTIVE CT             | SACRAMENTO     | CA         | 95825      | PC/BP        | 0.97362400000   |
| 003 224 02 | 8 E ABBEY ST               | PICKEREL JOHN R AND MELANIE B                          | 10 MAIN ST                    | WINTERS        | CA         | 95694      | C-2          | 0.59413000000   |
| 030 384 01 | 410 MOODY SLOUGH RD        | AGUILAR RUDOLFO C                                      | 410 MOODY SLOUGH RD           | WINTERS        | CA         | 95694      | R-4          | 2.80598400000   |
| 030 220 17 | CR 33                      | GBH WINTERS HIGHLANDS LLC ETAL                         | 725 FOLSER AVE                | BERKELEY       | CA         | 94710      | R-4/R-1      | 47.90470000000  |
| 038 050 60 | -1505 & RUSSELL BLVD       | ALL ASHRAF AND YASMIN                                  | 5000 E 2ND ST STE G           | WINTERS        | CA         | 95694      | M-1/CB       | 5.71014000000   |
| 003 370 30 | E GRANT AVE                | WINTERS COMMUNITY DEVELOPMENT AGENCY                   | 318 1ST ST                    | BENICIA        | CA         | 94510      | C-2          | 2.43271000000   |
| 030 372 20 | 910 SOUTHOOWN CT           | HACKLEY NANCY A  | 910 SOUTHDOWN CT              | WINTERS        | CA         | 95694      | R-2          | 0.45289800000   |
| 003 330 18 | DUTTON ST                  | CONWAY LOUIS W   | 417 F ST NUM 3                | WINTERS        | CA         | 95694      | O-F          | 1.13898400000   |
| 003 330 17 | CR 89                      | CONWAY LOUIS W   | 417 F ST NUM 3                | DAVIS          | CA         | 95616      | O-F          | 0.60979100000   |
| 003 243 02 | 10 RUSSELL ST              | HEMENWAY DEBORAH SCHOLAR AND HEMENWAY DEBORAH SCH      | 8 RUSSELL ST                  | DAVIS          | CA         | 95694      | R-1          | 0.20328700000   |
| 038 190 35 | E MAIN ST                  | CHRISTIE ROBERT J KATHERINE L                          | P O BOX 683070                | PARK CITY      | UT         | 84068      | P-C          | 5.79304000000   |
| 003 350 07 | 121 E GRANT AVE            | LORENZO ALADDIN C AND LYNDIA TR                        | 121 E GRANT AVE               | WINTERS        | CA         | 95694      | C-2          | 5.11940000000   |
| 003 322 20 | 723 RAILROAD AVE           | BRZEJSKI EVA J AND G STREET SAN BERNARDINO LLC         | 206 A BULKLEY AVE             | SAUSALITO      | CA         | 94965      | C-2/O-F      | 2.19299000000   |
| 003 183 49 | RUSSELL ST                 | AGUIAR JALNET M AND GIANOLA FAMI TRUST                 | 27447 CR 91A                  | WINTERS        | CA         | 95694      | R-1          | 0.47100400000   |
| 003 360 05 | WALNUT LN                  | CENT YALL COAL FOR AFFORD HOU                          | 3351 M ST STE 100             | WINTERS        | CA         | 95694      | R-4/P-R      | 10.03010000000  |
| 003 430 11 | GRANT AVE                  | COUNTRY INVESTORS                                      | 2706 LAND PARK DR             | MERCED         | CA         | 95348      | A-1          | 1.07619000000   |
| 038 070 28 | T8N R1W                    | JORDAN FARM PARTNERSHIP IV                             | 1600 EXECUTIVE CT             | SACRAMENTO     | CA         | 95825      | PC/BP        | 9.54449000000   |
| 038 070 29 | PCL 2 GATEWAY DR           | JORDAN FARM PARTNERSHIP IV                             | 1600 EXECUTIVE CT             | SACRAMENTO     | CA         | 95825      | PC/BP        | 1.57469000000   |
| 030 200 46 | HWY 128                    | BREZNOCK EUGENE M AND ANN L                            | 27956 HWY 128                 | WINTERS        | CA         | 95694      | R-1          | 1.31330000000   |
| 003 152 01 | GRANT AVE                  | RAMOS DOLORES D TR                                     | P O BOX 1019                  | WINTERS        | CA         | 95694      | R-4          | 0.23017700000   |
| 038 050 18 | 29500 RUSSELL BLVD         | SOUTH MARKET COURT PTN LP AND SKREDEX MARK AND CHRISTI | 7700 COLLEGE TOWNS DR STE 201 | SACRAMENTO     | CA         | 95826      | R-1/OS/PC    | 60.92310000000  |
| 030 220 10 | T8N R1W POR SEC 21         | PINKSTON VOYDELL AND LOIS                              | 442 RUSSELL ST                | WINTERS        | CA         | 95694      | R-1          | 3.23376000000   |
| 030 220 09 | 105 NIEMANN ST             | NEIMANN TRUST  | 235 MONTGOMERY ST STE 642     | SAN FRANCISCO  | CA         | 94104      | R-1          | 3.72547000000   |
| 030 220 27 | R1W POR SEC 21             | STATEWIDE PROPERTIES WINTERS                           | 200 B ST STENUM F             | DAVIS          | CA         | 95616      | R-1/PC/P/R-3 | 5.51238000000   |
| 030 220 14 |                            | WINTERS JT UNIFIED SCH DIST                            | 909 W GRANT AVE               | WINTERS        | CA         | 95694      | POP          | 5.60904000000   |
| 030 220 13 |                            | WINTERS JT UNIFIED SCH DIST                            | 318 1ST ST                    | WINTERS        | CA         | 95694      | POP          | 4.21501000000   |
| 003 370 29 | E GRANT AVE                | WINTERS COMMUNITY DEVELOPMENT AGENCY                   | 1410 NEOTOMAS AVE SUITE 106   | WINTERS        | CA         | 95405      | C-2          | 1.02412000000   |
| 003 450 16 | W GRANT AVE                | BAYSERRA NORCAL PROPERTIES LLC                         | 3876 OUTAH RIDGGE TRAIL       | SANTA ROSA     | CA         | 95694      | C-1          | 0.45995000000   |
| 038 203 19 | RED BUD LN                 | OREMUS FAMILY LIVING TRUST                             | P O BOX 81                    | SILETZ         | OR         | 97380      | R-1          | 0.24586000000   |
| 003 182 71 | 437 RUSSELL ST             | OREMUS FAMILY LIVING TRUST                             | 511 MAIN ST                   | WINTERS        | CA         | 95694      | R-1          | 0.14320000000   |
| 003 120 03 | 511 MAIN ST                | ROMAN CATHOLIC BISHOP OF SAC                           | 105 ORCHARD LANE              | WINTERS        | CA         | 95694      | R-2          | 5.23963000000   |
| 003 242 13 | 117 2ND ST                 | COMAN ELIZABETH ETAL                                   | 1410 NEOTOMAS AVE SUITE 106   | SANTA ROSA     | CA         | 95405      | R-1          | 0.41951000000   |
| 003 450 15 | W GRANT AVE                | BAYSERRA NORCAL PROPERTIES LLC                         | 1000 TECHNOLOGY DR WS 314     | WINTERS        | CA         | 95694      | C-1          | 0.54384500000   |
| 003 182 85 | 426 MAIN ST                | FEDERAL NATIONAL MORTGAGE ASSOCIATION                  | 428 MAIN ST                   | WINTERS        | CA         | 95694      | R-1          | 0.12680600000   |
| 003 341 12 | 100 WOLFESKILL ST          | ALLEN TODD WILLIAM AND DUCHOSSAIS ALLEN CHRISTELLE     | P O BOX 1083                  | WINTERS        | CA         | 95694      | R-1          | 0.39409500000   |
| 003 220 34 | ANDERSON AVE               | JAUREQUI CASMIRO AND GUADALUPE                         | 50 E NORTH TEMPLE ST 22ND FL  | SALT LAKE CITY | UT         | 94150220   | OS           | 3.47508000000   |
| 003 241 13 | WOLFESKILL ST              | CORP OF THE PRESIDING BISHOP CH OF LDS                 | 8552 HOLMES LN                | WINTERS        | CA         | 95694      | R-1          | 1.42399800000   |
| 038 050 57 | 999 E GRANT AVE            | CASTRO GEORGE J AND CASTRO GEORGE J AND MARITLA DEO    | 5000 E 2ND ST STE G           | WINTERS        | CA         | 95694      | C-H          | 1.00626000000   |
| 038 070 32 | PCL 1 GATEWAY DR           | JORDAN FARM PARTNERSHIP IV                             | 1600 EXECUTIVE CT             | SACRAMENTO     | CA         | 95825      | PC/BP        | 0.61977800000   |
| 003 360 22 | 126 CARRION CT (PRIVATE CT | CARRION CHARLES R AND SANDY                            | 806 MEMMOD PL                 | BENICIA        | CA         | 94510      | R-1          | 0.0661363000000 |
| 003 450 18 | W GRANT AVE                | CASTRO GEORGE J AND CASTRO GEORGE J AND SURVIVOR S     | 8552 HOLMES LN                | WINTERS        | CA         | 95694      | C-1          | 0.46136300000   |
| 003 155 15 | 4 EDWARDS ST               | PLATT JOHN AND YOLANDA                                 | 27 E EDWARDS ST               | WINTERS        | CA         | 95694      | C-2          | 0.11570800000   |
| 003 120 04 | GRANT AVE                  | ROMAN CATHOLIC BISHOP OF SACRAMENTO                    | 2110 BROADWAY                 | WINTERS        | CA         | 95694      | R-2          | 2.83431000000   |
| 003 450 19 | 900 W GRANT AVE            | WINTERS JT UNIFIED SCH DIST                            | 909 W GRANT AVE               | WINTERS        | CA         | 95694      | C-1          | 1.29382000000   |
| 003 241 21 | 200 WOLFESKILL ST          | LARSEN ERIC ETAL                                       | 200 WOLFESKILL ST             | WINTERS        | CA         | 95694      | R-1/OS       | 1.37061000000   |
| 003 430 10 | GRANT AVE                  | COUNTRY INVESTORS                                      | 2706 LAND PARK DR             | SACRAMENTO     | CA         | 95818      | A-1          | 2.84525000000   |
| 038 180 47 | 200 MADRONE CT             | SPRINGER DAVID A AND LINDA AND SPRINGER FAMI TRUST     | 200 MADRONE CT                | WINTERS        | CA         | 95694      | R-2          | 0.33161400000   |
| 003 524 19 | 415 GRANT AVE              | CARTER PHILIP JOHN AND CARMEN AND CARTER REV TRUST     | P O BOX 929                   | WINTERS        | CA         | 95694      | R-2          | 6.27951000000   |
| 030 220 19 | T8N R1W S21                | GBH WINTERS HIGHLANDS LLC ETAL                         | 725 FOLGER AVE                | BERKELEY       | CA         | 94710      | R-1          | 21.40980000000  |
| 038 070 30 | PCL 4 GATEWAY DR           | JORDAN FARM PARTNERSHIP IV                             | 1600 EXECUTIVE CT             | SACRAMENTO     | CA         | 95825      | PC/BP        | 0.88784500000   |

|                        |                    |  |                              |               |    |       |         |                 |
|------------------------|--------------------|--|------------------------------|---------------|----|-------|---------|-----------------|
| 003 424 26 822         | RAILROAD AVE       | BIGGS MICHAEL A AND SHAUNIE                          | 820 RAILROAD AVE             | WINTERS       | CA | 95694 | R-2     | 1.332090000000  |
| 003 330 13 CR 89       |                    | MONTOYA DONNA M AND MARTIN JOHN R SUCC TR            | 710 DUTTON ST                | WINTERS       | CA | 95694 | O-F     | 1.337730000000  |
| 003 430 12 GRANT AVE   |                    | ROMAN CATHOLIC BISHOP OF SACRAMENTO                  | 2110 BROADWAY                | SACRAMENTO    | CA | 95818 | R-2     | 10.544900000000 |
| 003 450 17 W GRANT AVE |                    | BAVIERRA NORCAL PROPERTIES LLC                       | 1410 N EOTOMAS AVE SUITE 106 | SANTA ROSA    | CA | 95405 | C-1     | 0.264712000000  |
| 003 241 22 102         | WOLFSKILL ST       | OGANDO JOSEPH E AND KAREN M                          | 102 WOLFSKILL ST             | WINTERS       | CA | 95694 | R-1/OS  | 2.493300000000  |
| 038 361 32 1206        | VALLEY OAK DR      | ALSBURY MERWIN G AND LINDALEA                        | 1206 VALLEY OAK DR           | WINTERS       | CA | 95694 | R-2     | 0.514482000000  |
| 038 050 19             | WALNUT LN          | CORBETT FAMILY TRUST                                 | 44167 GREENVIEW DR           | EL MACERO     | CA | 95618 | R-1     | 10.101900000000 |
| 038 050 23             | T8N R1W POR SEC 22 | CONN ROWENE MACMILLAN CO TR AND MACMILLAN CLIFFORD C | 1012 GROVE LN                | NEWPORT BEACH | CA | 92660 | R-4     | 3.606340000000  |
| 038 050 21             | T8N R1W POR SEC 22 | DAVIS GARY AND LYNN AND DAVIS FAM REV TRUST          | 1731 HOWE AVE NUM 198        | SACRAMENTO    | CA | 95825 | R-4     | 1.083820000000  |
| 038 050 63             | 1-505/GRANT AVE    | WINTERS LLC  | P O BOX 369                  | LOS GATOS     | CA | 95031 | M-1/CB  | 3.372390000000  |
| 003 491 03 103         | ORCHARD LN         | GUTIERREZ RALPH AND SHIRLEY                          | 107 ORCHARD LN               | WINTERS       | CA | 95694 | R-2     | 0.166237000000  |
| 038 220 32 502         | NIEMANN ST         | WINTERS JT UNIFIED SCH DIST                          | 909 W GRANT AVE              | WINTERS       | CA | 95694 | POP/R-1 | 34.500300000000 |
| 038 210 03             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 11             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 01             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 08             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 06             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 07             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 05             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 04             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 02             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 09             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 210 10             | E MAIN ST          | VILLAGE TOWN HOMES LLC                               | 390 GRANDVIEW DR             | VACAVILLE     | CA | 95688 | C-1     | 0.000000000000  |
| 038 050 24 28056       | WALNUT LN          | HERRINGTON JOHN S AND LOIS H AND HERRINGTON FAM TRUS | 160 ALDERWOOD RD             | WALNUT CREEK  | CA | 94598 | R-1     | 0.278690000000  |
| 003 160 65             | E EDWARDS ST       | WINTERS INVESTORS LLC                                | P O BOX 758                  | CONCORD       | CA | 94522 |         | 27.551500000000 |
| 030 220 49             |                    | GBH WINTERS HIGHLANDS LLC ETAL                       | 725 FOLGER AVE               | BERKELEY      | CA | 94710 |         | 34.500300000000 |
| 030 220 50             |                    | GBH WINTERS HIGHLANDS LLC ETAL                       | 725 FOLGER AVE               | BERKELEY      | CA | 94710 |         | 34.500300000000 |
| 003 430 30             | TAYLOR ST          | OGANDO JOE E AND KAREN M                             | 102 WOLFSKILL STREET         | WINTERS       | CA | 95694 |         | 0.000000000000  |
| 003 430 29             | TAYLOR             |  |                              |               |    | 0     |         | 0.000000000000  |

## **2011 Weed Abatement Timeline for the City of Winters**

|                 |  |
|-----------------|--|
| March 2, 2011   | Identify parcels for potential abatement.  |
| April 19, 2011  | Adopt resolution declaring public nuisance on specified parcels.                                   |
| April 20, 2011  | C-D-D secretary to mail notices based on approved list.  |
| May 3, 2011     | Hold public hearing to receive input from specific property owners.                                |
| May 31, 2011    | Deadline for voluntary abatement by property owners.   |
| June 1, 2011    | City abatement contractor to begin abatement on parcels not in compliance.                         |
| June 15, 2011   | Contractor to finish first abatement.  |
| June 17, 2011   | Contractor to submit first billing for weed abatement.   |
| August 1, 2011  | Deadline for voluntary removal of any secondary re-growth of weeds.                                |
| August 2, 2011  | City abatement contractor to begin removal of second growth of weeds on parcels not in compliance. |
| August 16, 2011 | Contractor to finish second abatement.   |
| August 17, 2011 | Contractor to submit second abatement billing.   |

The Fire Chief may adjust the deadline for voluntary abatement based on the relative fire hazards presented by the dry vegetation.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 19, 2011  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk  
**SUBJECT:** Application for Youth Day Parade Permit and Request for Street Closure

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**RECOMMENDATION:**

Approve the Application for Youth Day Parade Permit and Request for Street Closure.

**BACKGROUND:**

At the City Council meeting held on April 1, 2008, Council approved a \$2,500 donation to the Youth Day Committee to help support Youth Day festivities, to be paid on an annual basis.

**FISCAL IMPACT:**

\$2,500 annually

APPLICATION FOR PARADE PERMIT

NOTE: To be submitted \_\_\_\_\_ days prior to the event.

NOTE: If amplification system is to be used a separate permit is required.

DATE OF APPLICATION: 4-4-11

NAME OF ORGANIZATION: WINTERS YOUTH DAY

ADDRESS: P.O. Box 807, Winters, CA 95694 TELEPHONE # 530 795-2091

PURPOSE OF PARADE: 75<sup>TH</sup> ANNUAL WINTERS YOUTH DAY CELEBRATION

TYPE OF CONVEYENCE: CARS, WALKING, HORSES

NUMBER OF PERSONS OR ENTRIES ENROLLED Approximately 100 entries

TYPE OF SAFETY MEASURES PROVIDED: BARRICADES, CONES, PARADE MARSHALS

general police patrols

CITY SERVICES REQUIRED: BARRICADES, CONES, 2 sets of stairs for reviewing stands (at city yard)

police patrols

DATE & TIME OF PARADE: Saturday April 30, 2011 10:00 AM - NOON

PROVIDE MAP OF PARADE ROUTE.

DATE: 4-11-11 C.C. \_\_\_\_\_

SIGNATURE OF AUTHORIZED APPLICANT: [Signature]

FIRE CHIEF: Captain [Signature] POLICE CHIEF: [Signature]

APPROVED BY CITY COUNCIL: \_\_\_\_\_

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

DENIED BY CITY COUNCIL: \_\_\_\_\_

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

REASON(S) FOR DENIAL: \_\_\_\_\_



**CITY OF WINTERS  
REQUEST FOR STREET CLOSURE**

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

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

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

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

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

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

ORD 91-03 ART 16

|   |  |
|---|--|
| Name: <i>Mike Sebastian</i>   | Organization: <i>Winters Youth Day</i>       |
| Address: <i>P.O. Box 807 Winters</i>                                    | Mailing address: <i>Same</i>                 |
| Telephone: <i>530-795-2091</i>  | Today's Date: <i>4-11-10</i>                 |
| Streets Requested: <i>Main Street between Grant and First</i>           |  |
| Date of Street Closure: <i>4-30-10</i>                                  | Time(s) of Street Closure: <i>8am - Noon</i> |
| Description of Activity: <i>75<sup>th</sup> Annual Youth Day Parade</i> |  |

Services Requested of the City:  
*Red Stairs (2 sets) from City Corp Yard, No Parking Signs, Cones, barricades. general Police Services*



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Council Members  
DATE: April 19, 2011  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Nelia C. Dyer, Community Development Director  
John Wallace, City Attorney  
SUBJECT: Public Hearing and Consideration of Ordinance 2011-03, An Interim Urgency Ordinance of the City of Winters Enacted Pursuant to Government Code Section 65858 to Extend Interim Urgency Ordinance No. 2011-02 for an Additional 10 Months and 15 Days and to Continue for this Period the Temporary Prohibition Against the Establishment and Operation of Street Vendors

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**RECOMMENDATION:** Staff recommends the City Council: 1) Receive the staff report; 2) Conduct the Public Hearing; and 3) Adopt Ordinance 2011-03, an interim urgency ordinance of the City of Winters enacted pursuant to Government Code Section 65858 to extend Ordinance No. 2011-02 for an additional 10 months and 15 days and to continue for this period the temporary prohibition against the establishment and operation of street vendors.

**BACKGROUND:** Presently, Winters Municipal Code, Chapter 5.36 allows for and regulates street vendors in the City of Winters. However, it has come to the attention of the Community Development Department that there are several inherent issues with code that need to be addressed. These issues include the permitted location of stationary vendors and its impact on surrounding “brick and mortar” businesses, the difference between the requirements for restaurants and requirements for street vendors, and whether street vending truly “fits” the agricultural character of Winters.

On March 15, 2011, the City Council adopted Ordinance No. 2011-02, an urgency interim ordinance establishing a moratorium on issuing permits, licenses or other entitlements for the establishment and operation of street vendors pending further study by the Planning commission. Ordinance No. 2011-02 will expire on April 29, 2011. State law allows an extension of the moratorium initially up to 10 months and 15 days. This urgency interim ordinance will give staff additional time to research these issues and determine whether Chapter 5.36 should be amended or repealed from the Winters Municipal Code.

Please note that this interim ordinance does not apply to El Verdusco Taco Truck or street vendors for one-day events (Youth Day, Earthquake Festival, etc).

**FISCAL IMPACT:** Review of the Winters Municipal Code will involve staff time and publication costs. The total fiscal impact is unknown.

## CITY OF WINTERS ORDINANCE NO. 2011-03

AN INTERIM URGENCY ORDINANCE OF THE CITY OF WINTERS ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 TO EXTEND INTERIM URGENCY ORDINANCE NO. 2011-02 FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS AND CONTINUE FOR THIS PERIOD THE TEMPORARY PROHIBITION AGAINST THE ESTABLISHMENT AND OPERATION OF STREET VENDORS

WHEREAS, on March 15, 2011, pursuant to Section 65858 of the California Government Code, the City Council of the City of Winters ("City Council") adopted Ordinance 2011-02, an interim ordinance, which temporarily prohibits the establishment and operation of street vendors within the City of Winters; and

WHEREAS, Section 65858(a) of the California Government Code provides that Ordinance 2011-02 shall expire and be of no further force and effect forty-five days from its date of adoption; and

WHEREAS, Section 65858(a) of the California Government Code provides that prior to the expiration of Ordinance 2011-02, the City may extend Ordinance 2011-02 for an additional ten (10) months and fifteen (15) days after giving notice pursuant to Section 65090 of the California Government Code and conducting a public hearing; and

WHEREAS, prior to this hearing, the City Council authorized the issuance of a written report describing the measures and actions taken by the City to alleviate the circumstances and conditions which led to the adoption of Ordinance No. 2011-02 since its adoption on March 15, 2011, as required by Government Code Section 65858(d) ("Council Report"); and

WHEREAS, based on the Council Report, the City Council has determined that the circumstances and conditions that led to the adoption of Ordinance No. 2011-02, which are set forth in the recitals of Ordinance 2011-02 and are fully incorporated herein by this reference, have not been alleviated as of the date of this Ordinance and continue to create the concerns described in Ordinance No. 2011-02; and

WHEREAS, the City Council now seeks to extend the temporary prohibition on the establishment and operation of street vendors, as currently authorized under Ordinance 2011-02, to continue studying possible amendments to the City's zoning regulations to help ensure that street vendors are regulated in a way that protects the community and complies with applicable law; and

WHEREAS, the purpose for extending Ordinance No. 2011-02 is to avoid the potentially significant adverse impacts to the public's health, safety, and welfare described in Ordinance No. 2011-02; and

WHEREAS, the City Council has determined there is a need to extend Ordinance No. 2011-02 for an additional ten (10) months and fifteen (15) days as authorized under Section 65858(a) of the California Government Code; and

WHEREAS, the notice and public hearing required by Section 85858(a) of the California Government Code for the extension of the Ordinance No. 2011-02 has been provided in accordance with applicable law'

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Adoption of this urgency interim ordinance ("Ordinance") shall constitute an extension of Ordinance 2011-02 pursuant to Section 65858 of the California Government Code.

SECTION 2. During the time this Ordinance is in effect, the City shall not any issue any permit, business license or other applicable entitlement for the establishment or operation of a street vendor in Winters.

SECTION 3. For purposes of this Ordinance, the terms defined below shall have the following meanings:

A. "Street vending business" shall mean any person, including an agent or employee of another, who sells or offers to sell food, beverages, or merchandise on any public street or sidewalk or private property from a stand, motor vehicle, or from his or her person. El Verduzco Taco Truck and street vendors for one-day events (Youth Day, Earthquake Festival, etc) are excluded from this definition.

SECTION 3. The City Council hereby finds and determines that adoption of this Ordinance and extension of Ordinance No. 2011-02 is necessary for the current and immediate protection of the public health, safety, and welfare of the City and its residents for all reasons set forth in the recitals above, the recitals of Ordinance No. 2011-02, and the agenda report prepared in connection with this Ordinance, which are hereby expressly incorporated as though fully set forth herein, and the following additional reasons:

1. The Winters Community Development Department has identified inherent issues with Chapter 5.36, including the permitted location of stationary vendors and its impact on surrounding "brick and mortar" businesses, the difference between the requirements for restaurants and requirements for street vending businesses, and whether street vending truly "fits" the agricultural character of Winters.
2. The Winters City Council recognizes that street vending businesses raise issues of law and public policy, and that the regulation of such businesses requires careful consideration and thorough study.

3. To address these issues, it is necessary for the Community Development Department to study the potential impacts such facilities may have on the public health, safety, and welfare.
4. Based on the foregoing, the City Council finds that issuing permits, business licenses, or other applicable entitlements providing for the establishment and/or operation of street vending businesses, prior to the completion of the City of Winters' study of the potential impact of such facilities, poses a current and immediate threat to the public health, safety, and welfare, and that therefore a temporary moratorium on the issuance of such permits, licenses, and entitlements is necessary.

SECTION 4. The City Council hereby directs the Community Development Department to consider and study amendments to or repeal of Chapter 5.36.

SECTION 5. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. Ten days prior to the expiration of this Ordinance, the City Council shall issue a written report describing the measures which the City has taken to alleviate the conditions which led to the adoption of this Ordinance.

SECTION 7. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 8. This Ordinance shall be adopted by a four-fifths vote of the City Council. Upon adoption, the Mayor shall sign this Ordinance, and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in the Winters Express, a weekly newspaper of general circulation, printed, published, and circulated in the city of Winters. The term of this Ordinance shall be in effect beginning April 29, 2011 for ten (10) months and fifteen (15) days and shall thereafter be of no further force and effect, unless earlier repealed or extended by City Council as provided for in Government Code Section 65858.

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2011

STATE OF CALIFORNIA )  
COUNTY OF YOLO )ss.  
CITY OF WINTERS )

I, Nanci Mills, City Clerk of the City of Winters, County of Yolo, State of California, hereby certify that the foregoing Urgency Ordinance No. 2011-03 was introduced, passed and adopted by said City Council, signed by the Mayor, and attested by the City Clerk of said city, all at a regular meeting of said council held on the 19th day of April, 2011, by the following vote:

AYES: None  
NOES: None  
ABSENT: None  
ABSTAIN: None

\_\_\_\_\_  
Woody Fridae, MAYOR

ATTEST:

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



**TO:** Honorable Mayor and Council Members  
**DATE:** April 19, 2011  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nicholas J. Ponticello, City Engineer  
**SUBJECT:** Funding and Design Contract for Grant Avenue/Road 90 Signal Improvements, Project No. 11-01, and Funding for Gateway Utilities, Phase 2, Project No. 08-06.

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**RECOMMENDATION:** 1) Approve Project Budget Sheet (PBS) for Grant Avenue/Road 90 Signal Improvements, Project No. 11-01; 2) approve the updated PBS for Gateway Utilities, Phase 2, Project No. 08-06; and 3) Authorize the City Manager to expend funds within the Project Budget Sheet approvals for executing consultant services agreements on behalf of the City.

**BACKGROUND:** Planned development in the vicinity of Grant Ave. (Hwy. 128) and Road 90 has triggered the need for a new traffic signal and road geometrics at the intersection. A Project Budget Sheet was prepared for the Grant Avenue/Road 90 Signal Improvements, Project No. 11-01, which includes the traffic signal, road widening, lighting, removal of the I-505 southbound free right-turn lane onto Grant Avenue, and pavement rehabilitation.

Design is nearly completed for the I-505/Gateway Utilities, Phase 2, Project No. 08-06 and a construction cost estimate has been updated. The attached PBS reflects actual costs for Phase 1 and the estimated construction cost for Phase 2, resulting in an increase of \$180,000.

The Grant Avenue/Road 90 Signal Improvements, Project No. 11-01 and I-505/Gateway Utilities, Phase 2, Project No. 08-06, projects will go out as one bid package, to take advantage of the favorable bidding climate and economy of scale associated with a larger project. Bid call is slated for summer 2011 with construction completed by the end of the year.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The cost of the Grant Avenue/Road 90 Signal Improvements project is being paid through a combination of TDA and Street Impact funds. A cost-allocation will be established to reimburse the City through the development of the properties that trigger the signal.

The cost of the I-505/Gateway Utilities, Phase 2 project is being paid through 2007 Sewer and Water Bonds. A Zone of Benefit will be established to reimburse the City through the development of the properties the utilities serve.

Attachments: Project Budget Sheets (2)

City of Winters

**I-505/Gateway Utilities Project, Phase 1 & 2**

**Project Budget Sheet**

CIP#: 08-06

MPFP#(s):

Last Updated: July 2009

Original Approval: May 2009

Project Owner: Public Works

Revised: April 2011

Project Manager: Nick Ponticello

Project Resource: Ponticello Enterprises

**Description:**

Construction of water and sewer backbone service through the Gateway Master Plan area including a sewer pump station and water main loop in Grant Avenue to East Main Street.

**Authority:**

City Council approved design and construction of the water and sewer services on May 19, 2009.

| Budget:               |  | Item |         | Amount       |                     |
|-----------------------|--|------|---------|--------------|---------------------|
| Project Management    |  | \$   | 55,000  | Other        |                     |
| Design                |  | \$   | 107,000 | Construction | \$ 1,000,000        |
| CM, Testing, Insp.    |  | \$   | 25,000  | Contingency  | \$ 100,000          |
| <b>Project Total:</b> |  |      |         |              | <b>\$ 1,287,000</b> |

| Financing Schedule:                         |            | Project Start: 2010 |      | Project Completion: 2011 |            |
|---|------------|---------------------|------|--------------------------|------------|
| Phases: Final Design, Bid, and Construction |            |                     |      |                          |            |
| Fund Code:                                  | 417        | 701                 | 615  |                          |            |
| Name:                                       | Water Bond | Sewer Bond          |      |                          |            |
| FY 08/09:                                   |            |                     |      |                          | \$ -       |
| FY 09/10:                                   | \$ 92,000  | \$ 214,000          |      |                          | \$ 306,000 |
| FY 10/11:                                   | \$ 370,000 | \$ 510,000          |      |                          | \$ 880,000 |
| FY 11/12:                                   | \$ 42,000  | \$ 59,000           |      |                          | \$ 101,000 |
| Fund Totals:                                | \$ 504,000 | \$ 783,000          | \$ - | \$ -                     | \$ -       |
| Ratios:                                     | 39.2%      | 60.8%               | 0.0% | 0.0%                     | 0.0%       |

Recommended for Submittal

Jim Fletter, Project Engineer

Apr-11

Recommended for Approval (Dept. Head)

Nicholas Ponticello, City Engineer

(date)

Finance Department Approval

Shelly Gunby, Director of Finance

(date)

City Manager Approval

John Donlevy, City Manager

(date)

**Grant Ave./Road 90 Signal Improvements  
Project Budget Sheet**

**CIP#: 11-01**  
**Last Updated:** March-11  
**Project Owner:** Public Works  
**Project Manager:** Alan Mitchell

**MPFP#(s):**  
**Original Approval:** March-11  
**Project Resource:** Design Consultant

**Description:**

Design and construction of a new traffic signal, with intersection widening and removal of free-right turn at I-505 southbound off-ramp.

**Authority:**

As part of the environmental review process in identifying traffic impacts associated with proposed new development along Road 90, one key mitigation requirement was to construct a traffic signal and make geometric modifications at Grant Avenue and Road 90, including geomtric adjustments to the I-505 southbound off-ramp.

| <b>Budget:</b>                  |   |           |                       |   |                   |
|---------------------------------|---|-----------|-----------------------|---|-------------------|
| Item                            | % | Amount    | Item                  | % | Amount            |
| Project Management              |   | \$ 20,000 | Investigations        |   | \$ -              |
| Construction Management/Testing |   | \$ 60,000 | Land                  |   | \$ -              |
| Consultant Design               |   | \$ 73,000 | Construction          |   | \$ 706,000        |
| RW Consultant                   |   | \$ -      | Other                 |   | \$ 10,000         |
| CEQA                            |   | \$ -      | <b>Project Total:</b> |   | <b>\$ 869,000</b> |

| <b>Financing Schedule:</b> |            | Project Start: 2011 |       | Project Completion: 2011 |       |       |            |
|----------------------------|------------|---------------------|-------|--------------------------|-------|-------|------------|
| Phases:                    |            |                     |       |                          |       |       |            |
| Fund Code:                 | 294        | 411                 |       |                          |       |       | FY Totals  |
| Name:                      | TDA        | Street Impact       | Blank | Blank                    | Blank | Blank |            |
| Prior FY:                  |            |                     |       |                          |       |       | \$ -       |
| FY 10/11:                  | \$ 100,000 |                     |       |                          |       |       | \$ 100,000 |
| FY 11/12:                  | \$ 200,000 | \$ 569,000          |       |                          |       |       | \$ 769,000 |
|                            |            |                     |       |                          |       |       | \$ -       |
|                            |            |                     |       |                          |       |       | \$ -       |
|                            |            |                     |       |                          |       |       | \$ -       |
| Fund Totals:               | \$ 300,000 | \$ 569,000          | \$ -  | \$ -                     | \$ -  | \$ -  | \$ 869,000 |
| Ratios:                    | 34.5%      | 65.5%               | 0.0%  | 0.0%                     | 0.0%  | 0.0%  | 100.0%     |

**Recommended for Submittal**

Alan L. Mitchell, Project Manager

Apr-11

**Recommended for Approval (Dept. Head)**

Nicholas J Ponticello, City Engineer

(date)

**Finance Department Approval**

Shelly Gunby, Director of Finance

(date)

**City Manager Approval**

John Donlevy, City Manager

(date)



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 11, 2011  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Sergio Gutierrez, Lieutenant   
**SUBJECT:** In-Car Camera Systems for Police Cars

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**INFORMATION REPORT:**

This staff report is a review of an in-car camera system for Winters Police patrol vehicles.

**BACKGROUND:**

The in-car camera systems serve several purposes for law enforcement. The systems are designed to capture both audio and video recordings of officers' interaction with the public or an incident. These incidents could range from a citizen contact, traffic stop, a pursuit, a disturbance, an altercation, or a shooting. In all these incidents, recordings can be used as evidence, administrative review for personnel matters, identifying suspects, vehicles, officer safety, training tools, etc.

During these current fiscal challenges, many law enforcement agencies in this region have dwindled to bare-bone operations. For example, Yolo County Sheriff's Department recently laid-off 11 deputies and reduced their patrol staff per shift to three patrol units for the entire county. The risks and hardship this created was an increase in response times to back-up Winters P.D. units. Several agencies within Yolo County have been impacted by in the same manner.

We are seeing an even greater need for the police department to have an in-car camera system. Police operations are mainly at patrol level. Police officers' interactions with the public are usually a result of some level of enforcement action. Occasionally after an enforcement contact, a citizen complaint may arise claiming police misconduct and violation of department policy. The review of a complaint tasks a police administrative investigator with several hours of investigation. A simple video review, when feasible, often speaks for itself and can quickly provide a conclusion to the validity

of a complaint. In an article published by the International Association of Chief of Police [IACP], "93% of all complaints filed against officers with cameras, the officers are exonerated." In addition, a survey revealed that there was a 97% reduction in filed complaints against officers when the civilian was informed they were being recorded by a mobile police video system. This included a withdraw of complaints once the complainant was informed the contact with the officer was recorded.

Regarding the issue of officer safety, the in-car camera system serves as a very critical tool. Typically, the interactions are completed without any further incidents. However, there are those few incidents when a police officer is confronted with a hostile subject and escalates beyond one officer's ability to control. The subject may escape after injuring an officer, leaving the officer incapable of identifying the subject, or even a more tragic result.

An example of this involved Sacramento Sheriff Deputy Jeffrey Mitchell who was killed in October 2006. There were no in-car cameras in Sacramento County's Sheriff's patrol cars. Deputy Mitchell was killed while patrolling the rural areas of Sacramento County. Sadly, to this date, the suspect(s) who killed Deputy Mitchell have yet to be identified. Shortly after his death, the Sacramento County Sheriff's Department installed in-car cameras. In the tragic incident involving the Yolo County Sheriff's Department, Deputy Jose "Tony" Diaz was killed in 2008. There was an in-car camera system installed in his patrol car, which proved instrumental and as key evidence for the investigation.

Videos can also be used as training tools for officers to share with other officers, especially newer officers in the field training program. It can broaden the perspective use for developing training videos within the organization and other law enforcement agencies.

During the latter half of the 1990s, the Winters Police Department had an older in-car camera system. They were designed to use VHS cassettes, which was recorded to a VCR installed in the trunk. This took a large amount of space, both in the trunk and in storage inside the police department. The average recording time for a VHS cassette was four (4) hours. The draw backs to VHS were storage and capacity in recording time.

The in-car camera systems would be regulated through department policy similar to other law enforcement agencies in the region and state. The policy would dictate what is mandatory or optional in recording certain types of police action. The Winters Police Department is currently the only law enforcement agency in the county that does not have an in-car camera system in place.

The latest technology has provided a less complex method of capturing and downloading recordings for law enforcement. During the month of March, the police department was able to acquire an in-car camera as a demo from a company called CDCE, Inc. [[www.cdce.com](http://www.cdce.com)].

This company specializes in wireless mobile camera systems and they currently market the product from Panasonic called the Arbitrator 360°. The demo was provided for 30 days and was temporarily installed in a patrol car giving the police department the opportunity to evaluate it. Both the quality of audio and video were very good for both night and day time use.

The Arbitrator 360° operates through a wireless downloading system that eliminates the need to manually remove any external data storage devices, i.e., CDs, thumb drives, SD cards, etc. The data automatically downloads when the patrol car is parked at the police department. The system maintains the best level of integrity protection to avoid tampering with the authenticity of the data recordings. West Sacramento Police Department and Woodland Police Department currently have a similar system and has proven affective for their operational needs.

We have come to the conclusion that in-car camera systems are still a very effective law enforcement tool.

**FISCAL IMPACTS:**

None at this time.

**Attachments:**

Article by IACP

Top 10 Reasons for In-Car Cameras

## Top Ten Reasons for In-Car Cameras

1. Helps prove probable cause for search and seizure, often leading to drug money forfeiture.
2. 82% of drunk driving offenders plead no contest, saving the department time and money from not attending court.
3. The LAPD alone has paid tens of millions in lawsuits on unsubstantiated claims due to a lack of police in car video systems.
4. Officer training improves as officers stops are reviewed and critiqued.
5. 93% of incidents where a complaint is filed against an officer with a police car video system, the officer is exonerated.
6. Violence against officers decreases as offenders are reluctant to assault officers or become belligerent while on camera.
7. Officer courtesy improves, leading to better community relations.
8. Following of departmental procedure increases on average 48% resulting in increased policing efficiency.
9. 97% reduction in filed complaints against officers when the civilian is informed they are being taped by a mobile police video system.
10. If an officer is incapacitated or worse, the video may be the only witness to the crime. Catching the license plate and possibly faces.

# “93% of all complaints filed against officers with cameras, *the officers are exonerated!*”

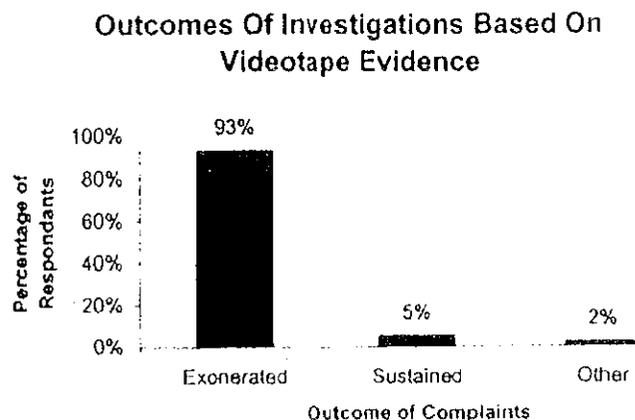
**Agency Liability and Internal Control** - The study showed the significant impact that the in-car cameras have had on improving the officers' ability to respond to complaints regarding professionalism and courtesy. The survey specifically asked line officers about complaints filed against them and the use of the recording to adjudicate the complaints. The majority of officers reported that the camera ultimately cleared them of accusations of wrongdoing; very few reported that the camera sustained a complaint against them. According to the responses of the over 3,000 officers who completed the surveys, in only 5% of the cases were complaints sustained based on video evidence captured by the in-car cameras.

A first line supervisor, or a supervisor of a similar command level, will generally handle a complaint against a police officer. Discussions with the supervisors mirrored the findings from the line officers survey, but added two new dimensions:

1. In at least half of the instances, once the complainant is made aware that the stop or contact was recorded, the complaint was withdrawn.
2. A significant amount of time was saved in conducting investigations, with the availability of the video evidence. Usually, this was conducted as an informal inquiry into the events. The supervisor reviewed the officer's recording of the event, and then contacted the complainant to discuss the incident. These cases were rarely documented when the findings are in favor of the officer. If video evidence was not available, the complainant would usually be asked to file a written complaint. The supervisor would then interview all witnesses and the officer or officers involved, would then prepare a written document of the findings.

In both the survey and interviews, officers were asked about their personal experiences with the use of in-car video evidence in the investigation of allegations of misconduct. Of the 3,680 surveys returned, a total of 2,244 officers responded to this question. The data revealed that in cases where video evidence was available, the officer was exonerated 93% of the time; in 5% of the cases the complaint was sustained. In the cases in which the complaint was sustained, the violation may not be the initial allegation, but rather a finding of other unreported misconduct observed upon review of the tape. These could range anywhere from not wearing the proper attire to major infractions. In the remaining 2% of the cases, the responding officers reported the outcome of investigation as "other." Overall, a majority of agencies using cameras reported a higher number of exonerations when there was video evidence of the incident.

Internal affairs sections also recognized the value of the in-car cameras. They found that following installation, an increasing number of cases were resolved or dealt with at the first line supervisor level rather than being forwarded to their office for formal investigations.





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and City Councilmembers  
**DATE:** April 19, 2011  
**FROM:** Harold Anderson, City Councilmember  
**SUBJECT:** Assistant City Attorney Services Recommendation and Contract

---

**RECOMMENDATION:**

That the City Council approve an Agreement between the City Council of the City of Winters, California and Best, Best and Krieger, LLP for Assistant City Attorney/Legal Services.

**BACKGROUND:**

In January, 2011, the City Council authorized a committee of the City Attorney, City Manager and myself to develop a request for proposals and solicit proposals from qualified law firms for the provision of legal services in the capacity of Assistant City Attorney.

The RFP's were mailed to five (5) area municipal law firms and the City received formal proposals from four (4). These included:

- Best Best and Krieger (Sacramento)
- Burke Williams & Sorenson (Oakland)
- Kronick Moskowitz Tiedemann & Girard (Sacramento)
- Meyers Nave (Sacramento)

From the proposals, three (3) firms, excepting Burke Williams and Sorenson, were selected for interviews. Interviews were conducted over a two week period in March.

While each of the interviewed firms exhibited excellent qualifications, the firm selected for recommendation is Best Best and Krieger. Generally, the combination of the lead counsel for the engagement (Harriet Steiner) and the firms other legal staff's familiarity and long term

relationship with Winters and the depth, scope, size were the determining factors in the selection.

The details of the relationship are included in the proposed agreement.

One key aspect of the agreement is the inclusion of the “Retainer” feature of the relationship. This is recommended based on the fixed nature of the cost and the access of legal advice within this structure to all areas of the organization.

The recommended effective date of the agreement is May 1, 2011.

**FISCAL IMPACT:**

The retainer agreement provides for a monthly charge of \$5,800. The overall hourly billing fee is also included in the proposal and agreement.

**Proposals:** (Copies of the following proposals are available for review in the City Clerk’s office)

- Best Best Krieger
- Meyers Nave
- Kronick Moskovitz
- Burke Williams and Sorenson

**Legal Expenses:**

- One year history of City legal expenses – Total \$138,593.81 (A detailed breakdown of this amount is available for review in the City Clerk’s office)

**Attachments:**

Legal Services Agreement



## City Council Staff Report

TO: Winters City Council  
DATE: April 5, 2011  
FROM: John C. Wallace, City Attorney  
SUBJECT: Agenda Item - Recommendation for Assistant City Attorney Services  
(BBK)

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The City Manager has addressed this agenda item in a separate report. Enclosed is the proposed agreement, which I have approved as to form. It follows the current retainer agreement with Meyers/Nave. There will be some overlapping of services in the transition, with the Meyers/Nave agreement to be terminated 30 days after April 20th.

Office of the City Attorney  
John C. Wallace, City Attorney  
City Hall, 318 First Street  
Winters, CA 95694  
(530) 795-4910/FAX (530) 795-4935  
[john.wallace@cityofwinters.org](mailto:john.wallace@cityofwinters.org)  
Direct Line: (530) 795-4171  
Direct FAX: (530) 795-4172

**AGREEMENT FOR LEGAL SERVICES  
CITY OF WINTERS**

This Agreement for Legal Services is entered into between Best Best and Krieger LLP ("BBK") and the City of Winters ("City").

**1. Legal Services to be Provided**

The City hires BBK to provide legal services as requested or as approved by the City Attorney, the City Manager or the City Council of the City of Winters.

**2. General or Routine Legal Services: Monthly Retainer.**

The City shall pay BBK a monthly retainer in the amount of \$5800.00 plus costs, as set forth below, for the following services:

- Attending regular City Council meetings, as requested;
- Attending special City Council meetings, as requested;
- Attending Planning Commission and other City board and commission meetings, as requested;
- Attending regularly scheduled staff meetings, as requested;
- Providing legal advice and guidance to the City Council, the City Manager and staff on Brown Act, Public Records Act, Political Reform Act, and other procedural matters;
- Preparing or reviewing agendas, ordinances, staff reports, resolutions, agreements, and similar legal documents;
- Providing updates on new legislation and case law which could affect the City;
- Handling Public Records Act requests;
- Providing routine advice on land use, real estate, personnel, financing, public contracting, public safety and election matters; and
- Providing routine advice on redevelopment and housing matters.

**3. Specialty or Non-Routine Services.**

Specialty or Non-Routine Legal Services outside the monthly retainer will be billed at the hourly rate of \$245 per hour for all attorneys and \$150 per hour for paralegals and clerks plus costs. Specialty or non-routine legal services will only be performed upon the request of the City Council, the City Manager or the City Attorney, or his or her designee. These services include:

- Labor relations and employment law;
- Complex real estate or land acquisitions;
- Litigation;
- Redevelopment;
- Natural resources (including CEQA/NEPA, water quality, water rights and endangered species);

- Erisa/tax/employment benefits;
- Toxics; and
- Other services as agreed to by the City and BBK.

**4. Reimbursed Legal Services.**

Legal services provided to the City for which the City can be reimbursed by third parties shall be billed at the rate of \$295 an hour for all attorneys and \$175 an hour for paralegals and clerks plus costs.

**5. Hourly Rate Adjustment**

All hourly rates shall be adjusted at the beginning of each calendar year, commencing January 1, 2012, pursuant to the Consumer Price Index, CPI-U as published by the U.S. Department of Labor Statistics for U.S. City Average all items, not seasonably adjusted. The increase will be based on the change for the most recent calendar year period, rounded up to the nearest dollar per hour. However, such adjustment shall be no less than 2.5 percent and no more than 5 percent annually.

**6. Term of Agreement**

This Agreement shall be effective as of \_\_\_\_\_, 2011, or upon approval by the Winters City Council, whichever date is later.

**7. Staffing Assignments**

Harriet Steiner shall be primarily responsible for the provision of legal services to the City. Kara Ueda shall assist Harriet Steiner and serve as the primary back up for Ms Steiner. Other attorneys and legal assistants shall be utilized where necessary to assist in providing legal services as is appropriate for their level of experience.

**8. Costs and Expenses**

BBK does not separately bill or charge for secretarial or other administrative charges. Our fees include all routine word processing, secretarial and office costs associated with the provision of legal services.

BBK will bill the City directly, without mark-up, for directly incurred business expenses such as courier services, travel expenses and court costs, but BBK will not separately charge for the cost of normal duplicating, long distance telephone, express mail, postage, and other items necessary for legal representation. BBK shall, instead, bill the City and be reimbursed monthly for miscellaneous expenses through a standard administrative fee, currently set at 4% of legal. The City shall not be charged hourly rates for travel time to and from City Hall or other City facilities, but City will be charged actual mileage at the IRS rate.

The City shall reimburse BBK for the actual costs, without mark-up, incurred by

outside vendors working directly on the case/matter, such as court costs, including filing fees, witness fees, experts and depositions and discovery costs not directly paid by the City.

From time to time, BBK may need to advance costs and incur expenses on behalf of the City on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, BBK may need to have sufficient funds on hand from the City to pay them when due. BBK will advise the City from time to time if or when we expect items of significant cost to be incurred, and the City may pay these costs directly or provide advances to cover those costs before they are due.

#### **9. Monthly Billing**

BBK will provide the City with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable within thirty days, unless other arrangements are made. Each attorney and paralegal or clerk shall keep a record of time spent on all matters (routine and non-routine) in increments of one-tenth (0.1) of an hour. Each task shall be distinctly and completely identified. The billing entry will contain the name or initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took and the fee. Invoices shall be submitted electronically.

#### **10. Independent Contractor**

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

#### **11. Joint Representation/Of Counsel**

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

#### **12. Insurance**

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

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

BBK carries professional liability coverage with Lloyd's of London and certain London Companies (Policy No. LDUSA0600774) with a total limit of liability in excess of \$1,000,000 per claim. BBK does not self-insure. The firm also carries general liability, business automobile liability and employer's liability insurance in the amount of \$1,000,000, as well as workers' compensation coverage as required by law.

Upon request, we will provide a copy of a valid insurance certificate and proof of coverage to the City. As with all our public agency clients, we can provide the City with a Certificate of Insurance or required endorsements naming the City as an additional insured, indicating that our policy is primary over any insurance covered by the City and will not be cancelled or materially changed without thirty (30) days' prior notice to the City.

**13. No Guarantee Of Outcome**

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

**14. Professional Standing**

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

BBK maintains a comprehensive database on client representation. Prior to accepting any representation, the database is accessed to determine whether there are any existing conflicts. Additionally, each attorney is separately e-mailed a description of other proposed representation and asked to comment on any potential conflicts. Based on the results of that check, BBK does not have any current or potential conflicts with the City that would preclude from serving as City Attorney.

**15. Nondiscrimination**

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

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

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

**17. Termination**

This Agreement may be terminated, with or without cause, by BBK at any time upon sixty (60) days written notice to the City, and by the City at any time upon

written notice to BBK. In the event of termination, City shall be responsible only for fees and costs incurred through the effective date of the termination, and BBK will cooperate with the City in the orderly transfer of all related files and records to new counsel.

**18. California Law**

This Agreement is deemed to be entered into at our office in Sacramento, California and shall be interpreted according to California law, excluding its conflict of laws provisions.

**19. Negotiated Terms**

This is a negotiated agreement that can be accepted or rejected by the parties. The terms of the Agreement are not set by law. You may consult independent counsel before entering into this Agreement.

IN WITNESS WHEREOF,

CITY OF WINTERS

BEST BEST & KRIEGER LLP

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

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

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers

**DATE :** April 19, 2011

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

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

**SUBJECT:** Authorization to Purchase Furniture for the Public Safety Facility

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**RECOMMENDATION:**

Staff recommends that the City Council (1) award the contract for the Furniture and installation to Western Contract Furniture (2) authorize the City Manager to execute the contract on the City's behalf and (3) authorize the expenditure in the amount of \$230,229.43.

**BACKGROUND:**

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

On August 4, 2009 the City Council authorized the following: (1) award a construction contract for the Public Safety Facility (Project 05-03) to Bobo Construction, Inc. in the amount of Six Million Three Hundred Sixty Six Thousand (\$6,366,000.00); (2) authorize expenditures in the amount of Eight Million Dollars (\$8,000,000.00) for the Project; (3) authorize the City Manager to execute the contract/payment up to Seventy Five Thousand Dollars (\$75,000.00) for Special Inspection services; (4) authorize the City Manager to execute the construction contract on the City's behalf.

On September 3, 2009 the City issued Bobo Construction a "Notice to Proceed" for the City of Winters Police-Fire Facility. On September 15, 2009 a "Pre-Construction Meeting" was

held. Members of City staff and Bobo Construction were present at this meeting. Bobo Construction was given 260 working days to complete the project. The Project is currently 85% complete. With the additional "rain delay days" and "construction change order days" it is anticipated that construction will be completed in May 2011.

For the past several months the Public Safety Facility Project Team had contacted three major government office furniture providers in the Sacramento region. These vendors were: Miles Treaster and Associates; Keller Group and Western Contract Furniture. Each of these vendors offers CMAS and other government contracts that the City of Winters can purchase from. The Project Team visited each one of the vendor sites and reviewed their respective products. Each vendor was given the same information regarding the needs and furnishing requirements for the Facility. They were also asked to submit a proposal of how they would furnish the facility.

The Project Team reviewed and evaluated proposals from each vendor. On November 18, 2010 the Project Team met with the Public Safety Facility Committee (PSFC) to review the proposals. After review, the Project Team recommended that Western Contract Furniture be selected as the furniture vendor for the project. The Public Safety Facility Committee affirmed the recommendation of the Project Team. The Project Team also met with the City Manager and advised him of the reviews and recommendations of both groups. The City Manager authorized the Project Team to proceed in finalizing the furniture plan for the facility with Western Contract Furniture. City Council was apprised of this action during a project update on January 4, 2011.

During the period of time between November 2010 and March 2011 the Project Team met on numerous occasions with Western Contract Furniture's project team. Because Western Contract's submittal was approximately 80% complete only fine detail work needed to be done. Western Contract met with the Project Architect Dennis Dong to review carpet, flooring and wall color selections made for the building. Based on their discussion and the Facility Project Team's input Western Contract presented furniture and fabric recommendations to staff.

On March 10, 2011 the Project Team met with the Public Safety Facility Committee (PSFC) to review the furniture and fabric recommendations made by Western Contract. The Public Safety Facility Committee approved the furniture and fabric recommendations made by Western Contract. The PSFC affirmed that the furniture selected by the Project Team met community standards and was appropriate for the type of facility designed. Included in this furniture purchase is \$20,000.00 set aside for public art for the facility.

The City Manager has reviewed and approved the furniture and fabric recommendations submitted by Western Contract.

It is recommended that the contract be awarded to Western Contract, in the amount of \$230,229.43. The requested amount for furniture expenditures (\$209,299.49.00) includes a 10% contingency.

**FISCAL IMPACT:**

Up to \$230,229.43 paid out of fund 703, 2007 RDA Tax Allocation Bond Proceeds



westerncontract  
We furnish synergy

11455 Folsom Boulevard  
Rancho Cordova, CA 95742  
P 916.638.3338 F 916.638.2698



P R O P O S A L

PROPOSAL: 98298  
DATE: 04/12/11

PROPOSAL FOR:  
  
CITY OF WINTERS  
318 A STREET  
WINTERS, CA 95694

INSTALL AT:  
CITY OF WINTERS  
318 A STREET  
WINTERS, CA 95694

530/795-2261  
PROJECT CONTACT: CLIENT CUSTOMER P/O: QUOTE VALID  
Patrick DuHain 026809 11/30/09

| QTY  | PRODUCT | DESCRIPTION  | SELL      | EXTENDED  |
|------|---------|--|-----------|-----------|
| 1.00 | LOT     | HAWORTH FILES PER ATTACHED<br>SPEC FILE: CWPF-POLICE<br>RECORDS 4-1-11.SP4<br>SPA# S103713                     | 1,200.56  | 1,200.56  |
| 1.00 | LOT     | HAWORTH PEDS PER ATTACHED<br>SPEC FILE: CWPF-RECEPTION<br>PEDS 4-1-11.SP4<br>SPA# S103713                      | 429.00    | 429.00    |
| 1.00 | LOT     | HAWORTH FURNITURE PER<br>ATTACHED SPEC FILE:<br>CWPF-PATROL SERGENTS<br>WORKSTATION 4-1-11.SP4<br>SPA# S103713 | 3,255.22  | 3,255.22  |
| 1.00 | LOT     | HAWORTH FURNITURE PER<br>ATTACHED SPEC FILE:<br>CWPF-FIRE WORKSTATIONS<br>4-1-11.SP4<br>SPA# S103713           | 17,528.80 | 17,528.80 |
| 1.00 | LOT     | HAWORTH FURNITURE PER<br>ATTACHED SPEC FILE:<br>CWPF-INVESTIGATIONS<br>WORKSTATIONS 4-1-11.SP4<br>SPA# S103713 | 4,168.74  | 4,168.74  |
| 1.00 | LOT     | HAWORTH FURNITURE PER<br>ATTACHED SPEC FILE:<br>CWPF-SEATING & TABLES<br>HAWORTH 4-1-11.SP4                    | 51,923.27 | 51,923.27 |

CONTINUED...



westerncontract  
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11455 Folsom Boulevard  
Rancho Cordova, CA 95742  
P 916.638.3338 F 916.638.2698



| QTY | PRODUCT | DESCRIPTION | SELL | EXTENDED |
|-----|---------|-------------|------|----------|
|-----|---------|-------------|------|----------|

SUBTOTAL: 193,348.23

|                  |           |            |            |
|------------------|-----------|------------|------------|
| DEPOSIT REQUIRED | 64,385.00 | SALES TAX: | 15,951.26  |
| 33.30 %          |           |            | =====      |
|                  |           | TOTAL      | 209,299.49 |

ACCEPTED BY \_\_\_\_\_  
DATE ACCEPTED \_\_\_\_\_  
SIGN AFTER REVIEWING AND  
ACCEPTING TERMS & CONDITIONS

WE SINCERELY THANK YOU FOR YOUR BUSINESS  
Visit us at [WWW.WESTERNCONTRACT.COM](http://WWW.WESTERNCONTRACT.COM)

Submitted by: \_\_\_\_\_  
WCF ACCEPTANCE \_\_\_\_\_ DATE: \_\_\_\_\_

PAGE 3 OF 3 PROPOSAL: 98298



April 12, 2011

Proposal No: 98298

City of Winters – Fire and Police Facility  
Mr. Bruce Muramoto  
318-A First Street  
Winters, CA 95694

Dear Bruce:

Please accept this as our proposal to provide furniture, design and project management services for the new Fire and Police Facility in Winters, CA. Western Contract is pleased to have been selected as a City of Winters project partner in providing the following services.

### **FURNITURE, DESIGN AND PROJECT MANAGEMENT SERVICES**

#### **PROGRAMMING**

- Define project scope, square footage, and requested furniture requirements
- Document program information including storage requirements and equipment location/type

#### **SCHEMATIC DESIGN**

- Site visit to verify in detail existing architectural, electrical and data locations
- Create building shell on AutoCad and maintain an updated version as provided by the architect
- Provide completed block plan for client review and approval

#### **DESIGN DEVELOPMENT**

- Proposed furniture layout, two revisions included.
- Select and coordinate finishes and fabrics
- Confirm workstation standards (i.e. fabric grade, panel heights, storage needs)
- Review plan with client
- Final plan presented, sign-off from client

#### **PROJECT MANAGEMENT**

- Review and assess requirements, budget and critical schedule with client.
- Communication with client in regards to the schedule.
- Coordinate assembly resources and other subcontractors (if needed), i.e. telecom, electrician or movers.
- Perform final walk-through with client and create action plan for punch list items if needed.
- Follow-up on all punch list items.

#### **ADMINISTRATION AND OPERATIONS DOCUMENTS**

- Provide Final drawings and specifications for order.
- Coordinate with all manufacturers for a timely delivery per project schedule
- Provide coded installation plans
- Provide furniture electrical/data plans
- Provide a furnishing facilities binder containing product information and manufactures warranties

#### **DELIVERY AND INSTALLATION SERVICES**

- Receive and deliver all accepted items
- Assemble and install all accepted items in compliance with manufactures standards and guide lines
- Provide trained and certified installers
- Provide on-site installation management
- Inspect and clean all installed desks and stations
- Remove all boxes and packing material from job site
- Provide post occupancy support as needed
- Provide warranty services as needed

Additional services or revisions not outlined in the proposal will be available to you at an hourly rate of \$75.00. Any additional time required to complete changes due to discrepancies in information provided by client or client approved source will be billed at the hourly rate of \$75.00.

Instruments of Service include all drawings, plan, specifications, and other documents, including those in electronic format, prepared for this project by Western Contract or Western Contract consultants. Western Contract and Western Contract consultants retain all rights of ownership and property interest therein, including copyrights. Upon payment of all monies due Western Contract, we shall furnish the client with reproducible copies of the Instruments of Service for the use and maintenance of the project only.

The Instruments of Service shall not be used on other projects, extensions to this project, or completion of this project by others, except by written agreement and with appropriate compensation to Western Contract.

If this proposal meets with your approval, it is understood that this letter constitutes our entire agreement and that no changes will be made except in writing, signed by Western Contract and the City of Winters representatives.

This agreement may be terminated by you upon seven days written notice. In the event of termination, we shall be paid for services performed to date at the rates specified herein. Billing will be on a monthly basis for work performed. If fees are not paid within ten days of invoice, work on your project will be delayed until payment is received.

It is understood that any and all professional liabilities incurred by Western Contract throughout the course of rendering professional services on this project shall be limited to a maximum of the net fee received.

Because of substantial costs incurred to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty or more days by the client, for any reason, a project restart fee of 10% of the total fee earned to date will be due and payable immediately.

We can proceed with ordering this project as soon as we receive a purchase order in the amount as stated on the attached proposal made out to Western Contract. Please indicate your approval below. We look forward to working with you.

Sincerely,

**Western Contract**

*An employee owned company*



Sarah Redeen, Associate IIDA  
Project Manager



Patrick DuHain  
Business Development Manager - Services

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



TO: Honorable Mayor and Council Members  
DATE: April 19, 2011  
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*  
FROM: Bruce Muramoto, Chief of Police and Scott Dozier, Fire Chief *[Signature]*  
SUBJECT: Authorization to Purchase an Audio visual System for the Public Safety Facility

---

**RECOMMENDATION:**

Staff recommends that the City Council (1) award the contract for the Audio Visual systems to Spinitar (2) authorize the City Manager to execute the contract on the City's behalf and (3) authorize the expenditure in the amount of \$62,355.00.

**BACKGROUND:**

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

On August 4, 2009 the City Council authorized the following: (1) award a construction contract for the Public Safety Facility (Project 05-03) to Bobo Construction, Inc. in the amount of Six Million Three Hundred Sixty Six Thousand (\$6,366,000.00); (2) authorize expenditures in the amount of Eight Million Dollars (\$8,000,000.00) for the Project; (3) authorize the City Manager to execute the contract/payment up to Seventy Five Thousand Dollars (\$75,000.00) for Special Inspection services; (4) authorize the City Manager to execute the construction contract on the City's behalf.

On September 3, 2009 the City issued Bobo Construction a "Notice to Proceed" for the City of Winters Police-Fire Facility. On September 15, 2009 a "Pre-Construction Meeting" was held. Members of City staff and Bobo Construction were present at this meeting. Bobo Construction was given 260 working days to complete the project. The Project is approximately 85% complete. With the additional "rain delay days" and "construction change order days" it is anticipated that construction will be completed during May 2011.

The Public Safety Facility's Community room is a multi use room. It functions as a large training room, meeting room and the City's Emergency Operations Center (EOC). Staff recommends that the Community room be equipped with an overhead LCD projector, four (4) LCD television sets, a public address system for training, meeting and EOC purposes. In addition, the two Chief's conference rooms will be equipped with 52" LCD televisions for computer presentations, cable television and training videos. The conference rooms will also be set up for telephone conferencing.

The contractor, Spinitar, has been in the Audio Visual system integration business since 1986. The County of Yolo has used Spinitar to outfit the Office of Emergency Management, County Administrator's conference room and three libraries (Winters, West Sacramento, Davis) with Audio visual systems. The City of Woodland also used Spinitar to equip their recently completed Community Center. Staff has toured facilities that Spinitar has installed Audio visual equipment and is impressed with the quality of work.

The purchase of equipment and installation services is based on CMAS Contract Schedule 3-10-58-0077G. It is recommended that the contract be awarded to Spinitar, in the amount of \$56,687.08. The requested amount for the Audio visual system expenditures (\$62,355.00) includes a 10% contingency.

**FISCAL IMPACT:**

Up to \$62,355.00 paid out of fund 703, 2007 RDA Tax Allocation Bond Proceeds



CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 004-11

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

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Project Approach. Services and Installation dated February 18, 2011. Consultant shall provide said services at the time, place, and in the manner specified within Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed Fifty-Six Thousand Six Hundred Eighty-Seven Dollars and Eight Cents (\$56,687.08), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

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

ATTEST:

By: \_\_\_\_\_
Nanci G. Mills, CITY CLERK

## City of Winters, CA Winters Public Safety Facility

February 18<sup>th</sup>, 2011

Spinitar is excited to work with the City of Winters on the Audio Visual systems for the new Winters Public Safety Facility. Equipment and our installation services can be found on our CMAS Contract Schedule 3-10-58-0077G.

We have included the attached materials list as part of our proposal submission. With more than 25 years in audiovisual systems integration, Spinitar is dedicated to providing its clients with custom audiovisual and communications technologies, solutions and services that facilitate better business results.

### Systems Overview

The overall audiovisual **"goal/benefit"** in this project design is to provide a complete integrated audiovisual system solution based on drawing and specifications provided.

SPINITAR will be providing an outstanding solution based on up to date technology, ease of use for the end-users and technical staff, with providing a migration path for future expandability. SPINITAR will provide a complete audiovisual room solution, including integrated video and audio conferencing, and complete multimedia input and display capability.

This project will provide meeting/training rooms with the essentials for all company meetings; comply with the most demanding multimedia technology requirements for any training or meetings, and supply the infrastructure to perform the most high-level customer, client, or Board-Level meeting.

### Large Training Room

- SPINITAR will provide and install a 5000 ANSI Lumen, ceiling mounted, WXGA projector and four 52" LCD Displays. SPINITAR will cable all audiovisual signals (specified 1 laptop input, rack mounted PC, support for DVI, HDMI, VGA, and Display Port inputs will be provided. A wireless Keyboard and Mouse is included for presentations in the room away from the rack mounted PC.
- VCR/DVD and cable box, owner provided) to the presentation switcher and HDMI Matrix Switcher located in the Equipment Rack and terminate. Signal from these switchers will feed the projectors primary input. A second output from the switcher will feed the input of the four 52" LCD Displays.
- Audio will follow video signals and will feed a single Biamp Nexia DSP along with provided wireless lapel microphones. Signal will then feed the Audio Amplifier and go out to 6 – premium quality dual concentric ceiling speakers to provide voice and line level audio support.
- Microphone support for the training room will be through a high definition dual channel rechargeable wireless microphone system with two lapel microphones.
- Control over the system will be through an AMX processor and wall docked color LCD touch panel. Initial start up of the system, system source select, system will allow the user to pick the source for each display, distribute to one two or all of the 52" LCD displays, DVD transport control, and volume control will all be programmed on the touch panel.

## Small Conference Rooms

- SPINITAR will provide and install a wall mounted 52" LCD display capable of displaying signals up to 1920 x 1080 resolution in each of the small conference rooms. SPINITAR will cable all audiovisual signals (specified laptop inputs, VCR/DVD and cable box if provided) and provide and install wall plates for AV and Laptop inputs. Support for DVI, HDMI, VGA, and Display Port inputs will be provided.
- Installed audio system will allow for use with rich media systems, web conferencing, and IP Telephony. The system will have a USB Port for connection for connection to Skype, WebEX and other (future) AV Conferencing Applications. Handset support is provided through a headset port. One 360 degree microphone pod and two high quality Speakers.
- Remote control of the system will be through an AMX Control Panel with a System Intuitive Interface that emulates a telephone dialer. A wireless Keyboard and Mouse is included for presentations at the table.

### Pre-Installation Services

Spinitar will be responsible for all work necessary to complete the design, engineering, delivery, installation and testing of the audiovisual systems with the exception of the Conduit, ISDN, Floor Box Installation and Conduit, and Network requirements. SPINITAR shall provide information after receipt of the contract/Purchase Order for the placement and specifications for the electrical, conduit, and network. All workmanship shall be professional in quality in every respect and all materials shall conform to the current applicable industry standards.

### The following services are appropriate for a project such as this:

- Project Management: A project manager will be assigned to coordinate all project activities with the customer and other vendors.
- Engineering: System Engineering will be executed to ensure that all of the equipment is integrated in accordance with the proposal.
- Engineered Drawings: Functional system block diagrams, equipment location drawings, rack elevations, pin to pin wiring diagrams, and software control system and System Processor functionality diagrams (if applicable) will be provided by SPINITAR
- Documentation: All product and software delivered will be provided with manufacturer operational and service manuals.
- Facility Testing: All equipment will be tested in the facility before shipment to site.
- Shipping: Equipment will be delivered to site. Once the equipment has been delivered, risk of loss or damage shall be that of the customer.

### Approach to Systems Implementation

Spinitar provides a turnkey audiovisual system, to include equipment and materials, testing, training and warranty. Installation includes engineering, labor and hardware for display, audio, video, control systems and related equipment rack, equipment mounting, plates, panels, connectors, cables, etc.

### Project Management Approach

Spinitar's Systems Integration project management teams have been organized in such a way as to promote service efficiency in client job completion, from initial project concept to implementation and coordination. As a matter of course, Spinitar project managers assigned to a client job will regularly conduct meetings with clients, technical representatives and associated contractor representatives to address resolution of questions and assure that job deliverables are being met.

In addition, Spinitar project managers are responsible for developing project schedules, managing the flow of work to be completed at a client job site, facilitate the staging of equipment and materials at Spinitar's on-site distribution facility, create "as-built" schematics and drawings, and facilitate completion on final punch-list items as required for each project. Spinitar's project managers are also industry-certified and trained to ensure safety and proper working environment procedures are being considered and adhered to.

## **Installation**

SPINITAR will execute all work necessary to make the audiovisual systems function as specified. Completion of projects including all pre-installation, installation, on-site testing, training, and documentation services is typically projected at 8-12 weeks from the receipt of the Purchase Order for a project like this.

**Note: All electrical, structural, and conduit room requirements, not specified as the responsibility of SPINITAR in this proposal, is the responsibility of Customer.**

## **Training, Service and Post Installation Support**

SPINITAR will provide comprehensive training for both system operators and maintenance staff. The training will include all aspects of operation and maintenance adequate to operate the AV system in a safe and efficient manner. SPINITAR will provide up to 4-hours of detailed scheduled on-site training.

### **Operational Training:**

This aspect of the training is geared specifically towards the end-user/operator. The purpose of this training is to arm operators with all necessary knowledge to confidently and comfortably operate all aspects of the system.

#### **Areas covered include the following:**

- Equipment & System Overview
- Equipment Operation and Function
- Equipment Start up, Stop, and Shut Down
- Equipment Automatic and Manual Operation
  - Thorough discussion and documentation relating to Control System operation.
  - Thorough discussion and documentation relating to System Processor and its control applications.
  - Powering up, using powering down AV system via Control System.
  - Includes manual operation of Display Systems, Audio System and all other related components.
  - Includes use/operation of patch panels, when and where to be used
  - Who to call when help is required.
  
- **Project Coordination**
  - Acting internal Project Manager
  - Coordination between Project Manager and purchasing for successful and timely ordering and delivery of equipment
  
- **Design & Engineering**

- Complete submittal packages including architectural and audio/video and control drawings
- All drawings are produced in Auto CAD 2000
- Weekly team with all participants to review project timeline and engineering drawings

## Integration Services

Final testing and commissioning of system: balancing audio, equalizing sound, perform mechanical and electronic procedures delivery of equipment

- **Control Programming**
  - Program software to specific approved design for human interface control of the audiovisual system
  - Base touch panel from drawings
  - Loading and testing of all control functions
- **Project Management**
  - Meetings with clients technical and contract representatives, status reports, and resolution of questions or issues outstanding
  - Develop project schedule and oversight of Spinitar team
  - Stage equipment and materials at our shop, create as built drawings
  - Submit owner manual binders of all equipment documentation
  - Supervise end user training on systems operation
  - Facilitate completion of final punch list items
- **Installation Services**
  - Performs pre-install / rough-in cabling and termination, including bundling and labeling of cables
  - Rack assembly and testing
  - Installation teams work closely with our design and engineering teams and project management in order to stage build and test all components prior to shipment
  - Facilitate completion of final punch list items
  - Site clean up and disposal
- **Service & Support Team**
  - Equipped to manage, support and maintain all customer installations after project completion
  - Full support programs, ranging from time and materials to 24/7 on-site support services
  - Established partnerships with our manufacturer's to ensure we have every resource available to our customers

Thank you for this opportunity to provide this proposal for the successful integration of Audio Visual Equipment for the Winters Public Safety Facility. Spinitar is looking forward to the next step in the process.

Cordially,

Don Isbell CTS  
[doni@spinitar.com](mailto:doni@spinitar.com)  
916-798-8155cell

EXHIBIT B

**SPINITAR**

**MATERIAL LIST**

Project Name: Winters Police and Fire Headquarters  
 Project Number: Initial Design  
 Release Date:   
 Release #:  
 Procurement Goal:   
 Installation Goal:

**GS03F-0001P**

Tax: 8.75%

Don Isbell  
 10461 Old Placerville Road  
 Suite 110  
 Sacramento, CA 95827  
 916.798.8155cell  
 doni@spinitar.com

| ITEM # | PROPOSED QUANTITY | ACTUAL QUANTITY | ROOM | SPEC      |         | MFG           | MODEL #        | DESCRIPTION   | SHIP TO? | UNIT PRICE | PRICE EXT  | REQUIRED DATE | TRACKING #S / COMMENTS |
|--------|-------------------|-----------------|------|-----------|---------|---------------|----------------|---|----------|------------|------------|---------------|------------------------|
|        |                   |                 |      | PARAGRAPH | SECTION |               |                |   |          |            |            |               |                        |
| 1      | 1                 | 1               |      |           |         | Mitsubishi    | WLE8700U       | Large Training Room<br>5000 Lumen, LCD, WXGA (1366x800), 22lbs, DVI-D, Split-Screen, Lens shift, Incl sid lens  |          | \$4,690.00 | \$4,690.00 |               |                        |
| 2      | 1                 | 1               |      |           |         | Kramer        | VP729          | 9-input Scaler / Switcher - HQV@ Processing, Ethernet Control   |          | \$1,124.36 | \$1,124.36 |               |                        |
| 3      | 1                 | 1               |      |           |         | Aliona        | AT-PROHD44M-SR | 4 x 4 HDMI Matrix Switcher / CAT5/6/7 transmission with 4 Receivers   |          | \$2,692.31 | \$2,692.31 |               |                        |
| 4      | 1                 | 1               |      |           |         | Kramer        | PT-571HDCP     | DVI CAT5 Transmitter  |          | \$150.00   | \$150.00   |               |                        |
| 5      | 1                 | 1               |      |           |         | Kramer        | PT-572HDCP     | DVI CAT5 Receiver   |          | \$150.00   | \$150.00   |               |                        |
| 6      | 1                 | 1               |      |           |         | Extron        | 26-649-06      | 6' DVI-D Male to Male Cable   |          | \$38.46    | \$38.46    |               |                        |
| 7      | 1                 | 1               |      |           |         | Extron        | 26-649-12      | 12' DVI-D Male to Male Cable  |          | \$57.69    | \$57.69    |               |                        |
| 8      | 1                 | 1               |      |           |         | Extron        | 26-566-03      | 12' Micro VGA w/Audio Cable   |          | \$38.46    | \$38.46    |               |                        |
| 9      | 1                 | 1               |      |           |         | Extron        | 26-656-01      | DisplayPort Male to DVI Female Active Adapter   |          | \$32.05    | \$32.05    |               |                        |
| 10     | 1                 | 1               |      |           |         | Extron        | 26-616-01      | HDMI Female to DVI-D Male Adapter   |          | \$23.08    | \$23.08    |               |                        |
| 11     | 1                 | 1               |      |           |         | AMX           | FG2105-04      | Integrated Master/NetLinx Controller with 404 MIPS Processor, 64MB RAM, 128 MB of FLASH, 4 IR Ports, 4 I/O Ports, 4 Relays, and 3 RS-232/422/485 Ports and optional ICSNet                    |          | \$1,121.79 | \$1,121.79 |               |                        |
| 12     | 1                 | 1               |      |           |         | AMX           | FG2258-04K     | Modero Next Generation 7" Wall/Flush w/ VoIP Intercom Includes VAVB/ETHERNET  |          | \$2,692.31 | \$2,692.31 |               |                        |
| 13     | 1                 | 1               |      |           |         | Extron        | 60-845-01      | 70 V Mono Power Amp - 40 Wats   |          | \$250.00   | \$250.00   |               |                        |
| 14     | 6                 | 6               |      |           |         | Tannoy        | 8001-4240      | CVS4 4" High Performance 2 Way Ceiling Mount Speaker  |          | \$96.15    | \$576.92   |               |                        |
| 15     | 1                 | 1               |      |           |         | Revolabs      | 02-DUAL-NM     | HD Dual Channel Rechargeable Wireless Microphone System   |          | \$995.00   | \$995.00   |               |                        |
| 16     | 2                 | 2               |      |           |         | Revolabs      | 01-HDEXEMIC-11 | HD Wearable Lapel Style Microphone  |          | \$313.21   | \$626.41   |               |                        |
| 17     | 1                 | 1               |      |           |         | Wireless Comp | RF-420         | Wireless Keyboard/Laser Mouse Bundle  |          | \$358.97   | \$358.97   |               |                        |
| 18     | 4                 | 4               |      |           |         | NEC           | E551           | E551 - 55" LCD Public Display Monitor w/built in ATSC tuner, 1920x1080 (FHD) native resolution, 120Hz refresh, Full AV function, Built in speakers, Tabletop stand included, 1 Year Warranty. |          | \$1,689.74 | \$6,758.97 |               |                        |
| 19     | 4                 | 4               |      |           |         | Chief         | PCMU           | Ceiling Mount   |          | \$364.00   | \$1,456.00 |               |                        |
| 20     | 4                 | 4               |      |           |         | Kramer        | PT-571HDCP     | DVI CAT5 Transmitter  |          | \$150.00   | \$600.00   |               |                        |
| 21     | 4                 | 4               |      |           |         | Kramer        | PT-572HDCP     | DVI CAT5 Receiver   |          | \$150.00   | \$600.00   |               |                        |

**SPINITAR**

**MATERIAL LIST**

Project Name: Winters Police and Fire Headquarters  
 Project Number: Initial Design  
 Release Date:  
 Release #  
 Procurement Goal:  
 Installation Goal:

**GS03F-0001P**  
 Tax: 8.75%

Don Isbell  
 10461 Old Placerville Road  
 Suite 110  
 Sacramento, CA 95827  
 916.798.8155cell  
 doni@spinitar.com

| ITEM # | PROPOSED QUANTITY | ACTUAL QUANTITY | ROOM | SPEC      |         | MFG           | MODEL #      | DESCRIPTION  | SHIP TO <sup>1)</sup> | UNIT PRICE | PRICE EXT. | REQUIRED DATE | TRACKING #S / COMMENTS |
|--------|-------------------|-----------------|------|-----------|---------|---------------|--------------|--|-----------------------|------------|------------|---------------|------------------------|
|        |                   |                 |      | PARAGRAPH | SECTION |               |              |  |                       |            |            |               |                        |
| 20     | 1                 | 1               |      |           |         | Raxness       | POTR         | Pull Out Rack System   |                       | \$380.00   | \$380.00   |               |                        |
| 21     | 1                 | 1               |      |           |         | Furman        | PS8R11       | Power Distribution/Sequencer   |                       | \$224.36   | \$224.36   |               |                        |
| 1      | 2                 | 2               |      |           |         | NEC           | E551         | Small Conference Rooms<br>E551 - 55" LCD Public Display Monitor w/built in ATSC tuner, 1920x1080 (FHD) native resolution, 120Hz refresh, Full AV function, Built in speakers, Tabletop stand included, 1 Year Warranty, Wall Mount |                       | \$1,689.74 | \$3,379.49 |               |                        |
| 2      | 2                 | 2               |      |           |         | Peerless      | SF650        | Wall Mount   |                       | \$99.00    | \$198.00   |               |                        |
| 3      | 2                 | 2               |      |           |         | Kramer        | PT-571HDCP   | DVI CAT5 Transmitter   |                       | \$150.00   | \$300.00   |               |                        |
| 4      | 2                 | 2               |      |           |         | Kramer        | PT-572HDCP   | DVI CAT5 Receiver  |                       | \$150.00   | \$300.00   |               |                        |
| 5      | 2                 | 2               |      |           |         | Extron        | 26-649-12    | 12' DVI-D Male to Male Cable   |                       | \$57.69    | \$115.38   |               |                        |
| 6      | 2                 | 2               |      |           |         | Extron        | 26-666-03    | 12' Micro VGA w/Audio Cable  |                       | \$38.46    | \$76.92    |               |                        |
| 7      | 2                 | 2               |      |           |         | Extron        | 26-656-01    | DisplayPort Male to DVI Female Active Adapter  |                       | \$32.05    | \$64.10    |               |                        |
| 8      | 2                 | 2               |      |           |         | Extron        | 26-616-01    | HDMI Female to DVI-D Male Adapter  |                       | \$23.08    | \$46.15    |               |                        |
| 9      | 2                 | 2               |      |           |         | Clear One     | 930-154-102  | Interact AT Bundle - Two Wired Mics and Wired Controller 5 Watt Audio Amp, and two Ceiling Speakers. Skype capable, audio conferencing system  |                       | \$2,346.15 | \$4,692.31 |               |                        |
| 10     | 2                 | 2               |      |           |         | AMX           | FG1301-08-SA | Novara 8 Button ControlPad Brushed Aluminum US   |                       | \$445.51   | \$891.03   |               |                        |
| 11     | 2                 | 2               |      |           |         | Wireless Comp | RF-420       | Wireless Keyboard/Laser Mouse Bundle   |                       | \$358.97   | \$717.95   |               |                        |
| 1      | 1                 | 1               |      |           |         | Spinitar      | Misc         | Cables, Connectors, Plates, Hardware   |                       | \$2,274.00 | \$2,274.00 |               |                        |
| ###    |                   |                 |      |           |         | Spinitar      | Spinitar     | Materials  |                       |            |            |               |                        |

|                            |             |                      |             |
|----------------------------|-------------|----------------------|-------------|
| SUB-TOTAL:                 | \$38,292.49 | PURCHASE ORDER TOTAL | \$56,687.08 |
| TAX:                       | \$3,350.59  |                      |             |
| Electronic Waste Handling: | \$150.00    |                      |             |
| FREIGHT:                   | \$1,154.00  |                      |             |
| INSTALLATION:              | \$13,740.00 |                      |             |

1) Please drop ship to:

Installation to include Engineering, CAD, Project Management, Labor to install all Equipment Listed Above, and Commissioning/Testing of System, and Training

## EXHIBIT "C"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk's office upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City of Winters prior to the effective date of such cancellation, or change in coverage.

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

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

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

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

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

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

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

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

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

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

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

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

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

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



**COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

Date: April 19, 2011

TO: City of Winters Community Development Agency

THROUGH: John W. Donlevy, Jr., City Manager/Executive Director *[Signature]*

BY: Nick Ponticello, City Engineer

**SUBJECT: Approved Revised Project Budget Sheet, Award Construction Contract, and Amend Contract for Materials Testing and Inspection, for the Downtown Streetscape Improvements, Phase 2**

---

**RECOMMENDATION:** For the Downtown Streetscape Improvements, Phase II Project No. 06-07, staff recommends that the Community Development Agency Board of Directors: 1) approve the revised Project Budget Sheet (PBS) dated April 19, 2011; 2) award a construction contract to Parker Landscape Development, Inc., in the amount of \$536,089.52 and authorize the City manager to execute the contract; 3) authorize expenditures in the amount of \$590,000 for construction; and 4) authorize the City Manager to execute an Amendment with Construction Testing Services (CTS) for up to \$10,000 for materials sampling, testing and inspection services.

**BACKGROUND:** On March 30, 2011, the Board was presented with the updated design concept for the Downtown Streetscape Improvements, Phase II Project No. 06-07, and authorized staff to advertise the project for bids. Rick Engineering completed the design in July but the project was delayed due to a Caltrans mix-up on processing the project funding approval through the CTC and the delay in an approved State budget. The funds were finally allocated in October but the authorization to proceed with construction was denied by FHWA until more Caltrans documentation was prepared to address utility conflicts. Authorization to construct was finally issued in early March 2011, and the construction documents were advertised for bids.

The scope of the improvements have not changed from what the Board approved, which in general will be creating bulb-outs at all four corners of First and Main Streets; mid-block on Main Street between First Street and Railroad. It will also include improvements at the mid-block alley on the west side of Railroad Avenue between Main and Abbey Streets. The bulb-outs will be of a similar

layout and design as the Phase I improvements at the corner of Abbey Street and Railroad Avenue, including furnishings, surface treatments, and landscaping. The improvements will also include underground storm drain facilities in Main Street and other sidewalk and lighting upgrades along Main Street between First Street and Railroad Avenue. The attached plan shows the affected areas.

Bids were opened on April 12, 2011 and the City received 5 bids. The results are as follows:

| <b>Contractor</b>     | <b>Bid Amount</b> |
|-----------------------|-------------------|
| Parker Landscape      | \$536,089.52      |
| Lister Construction   | \$585,327.50      |
| C&C Construction      | \$615,040.50      |
| Ghilotti Construction | \$615,357.50      |
| Trent Construction    | \$638,455.00      |

Based on the bid results, it is recommended that the contract be awarded to Parker Landscape Development, Inc. as the apparent lowest responsive, responsible bidder, in the amount of \$536,089.52. The requested amount for construction expenditures (\$590,000) includes a 10% contingency, which is typical for this type of project. The Engineer's estimate was \$560,089.

Staff is verifying bid packages. The apparent low bidder – Parker - did not include the Underutilized Disadvantage Business Enterprise (UDBE) documentation showing compliance with the contract requirements, and they have 4 business days following the bid opening, to do so. Parker indicates they will be compliant and staff will confirm before the meeting. If the apparent low bidder is non-compliant, their bid will have to be rejected and staff will have to postpone award to review additional bid packages and affect on overall budget, and come back to the Board on May 3<sup>rd</sup> with a revised PBS and request to award.

Construction should commence in May with completion slated for September. Coordination and communication with the affected downtown businesses is paramount.

The City Engineer will provide construction inspection and management, in conjunction with CTS providing materials sampling, testing, and inspection. CTS are providing similar services at the Police/Fire Facility and they have the pertinent qualifications and experience needed.

**FISCAL IMPACT:** A copy of the revised Project Budget Sheet (PBS) has been attached, which shows construction funding from STIP-TE (\$495,000) and Redevelopment (Fund 702 - \$45,000). The revised PBS includes additional funding (\$31,000) for project management and construction management due to extensive coordination with Caltrans for funding-authorization and right of way certification, and to cover materials sampling, testing and inspection services. The revised PBS includes additional funds (\$12,800) previously approved by the Board for design services, for coordination with Caltrans, PG&E, and design support during construction. The total increase in budget reflected on the revised PBS is \$88,800. Please note: the revised PBS includes construction budget assuming award to the apparent low bidder – Parker.

**ATTACHMENTS:**

Construction Area Plan

Bid Results

Original PBS – March 2010

Revised PBS – April 2011

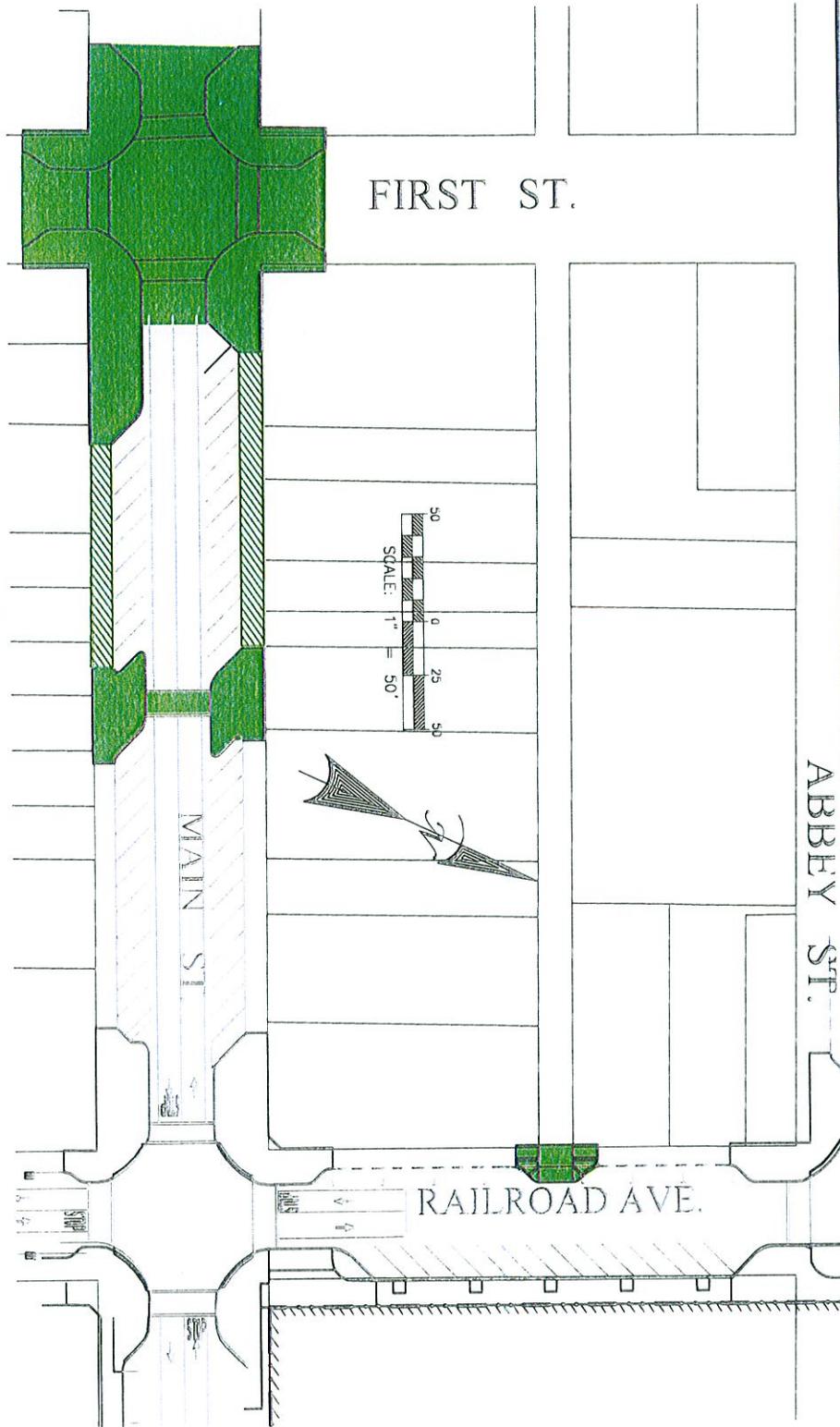
CITY OF WINTERS

DOWNTOWN STREETSCAPE PHASE 2  
PROJECT AREA

PONTICELLO ENTERPRISES  
CONSULTING ENGINEERS

DATE: MAR 3, 2009  
BY: A. UTERDOCK

SHEET:  
1 OF 1



**Downtown Streetscape Improvements, Phase 2 STIP Funded  
Project Budget Sheet**

CIP#: 08-02

MPFP#(s):

Last Updated: 25-Mar-2010

Original Approval:

Project Owner: Redevelopment Agency

Project Manager: Asa Utterback

Project Resource: Consultant

**DOWNTOWN STREETScape PHASE 2 IMPROVEMENTS**

**Description:**

These Phase 2 Improvements will include pedestrian and aesthetic improvements on the west side of Railroad Avenue from Abbey to Main, the entire intersection of Main Street and First Street, and a mid-block crossing at the paseo on Main Street with intermediate lighting and concrete repairs in the same block. At each site the project will add expanded sidewalks with aesthetic barriers along edges of roadway, add landscaping and irrigation in new planters, enhance pedestrian crossings, install new street furniture, add to the City storm drainage facilities as needed for the pedestrian improvements and provide minimal upgrading/infill of lighting systems where needed. **STIP FUNDING TO GO AGAINST CONSTRUCTION PHASE ONLY. The Main Street mid-block crossing was rolled out of the first phase along with the corresponding budget value totalling \$185,000. Federal Aid Project No. STPLER 5110 (025) ; EA No. 03-01.2024 ; MPO ID (SACOG) YOL19264 ;**

Federal Aid Proj No.: STPLER 5110 (025)

EA No.: 03-01.2024

MPO ID: YOL19264

**Authority:**

PPNO: 1915

This project will generally enhance the community amenities and the City's portion of the funding is being provided from CDA bond proceeds.

| <b><u>Budget:</u></b>   |   |           |                       |   |                   |
|-------------------------|---|-----------|-----------------------|---|-------------------|
| Item                    | % | Amount    | Item                  | % | Amount            |
| Project Management      |   | \$ 37,000 | Investigations        |   |                   |
| Construction Management |   | \$ 37,000 | Land                  |   | \$ -              |
| Consultant Design       |   | \$ 61,000 | Construction          |   | \$ 545,000        |
| RW Consultant           |   | \$ -      | Other                 |   |                   |
| CEQA                    |   |           | <b>Project Total:</b> |   | <b>\$ 680,000</b> |

| <b><u>Financing Schedule:</u></b> |                   | Project Start:    | 2008        | Project Completion: | 2010        |
|-----------------------------------|-------------------|-------------------|-------------|---------------------|-------------|
| Phases:                           | Phase 2           |                   |             |                     |             |
| Fund Code:                        | 702               |                   |             |                     |             |
| Name:                             | Redevelopment     | STIP-TE           | Blank       | Blank               | Blank       |
| Prior FY:                         |                   |                   |             |                     |             |
| FY 06/07:                         |                   |                   |             |                     |             |
| FY 07/08:                         |                   |                   |             |                     |             |
| FY 08/09:                         | \$ 185,000        |                   |             |                     |             |
| FY 09/10:                         | \$ 495,000        |                   |             |                     |             |
| FY 10/11:                         |                   |                   |             |                     |             |
| <b>Fund Totals:</b>               | <b>\$ 185,000</b> | <b>\$ 495,000</b> | <b>\$ -</b> | <b>\$ -</b>         | <b>\$ -</b> |
| <b>Ratios:</b>                    | <b>27.2%</b>      | <b>72.8%</b>      | <b>0.0%</b> | <b>0.0%</b>         | <b>0.0%</b> |

Recommended for Submittal

Nicholas J Ponticello, City Engineer (date)

Recommended for Approval (Dept. Head)

Nelia Dyer, Community Development Director (date)

Finance Department Approval

Shelly Gunby, Director of Finance (date)

City Manager Approval

John Donlevy, City Manager (date)

**Downtown Streetscape Improvements, Phase 2 STIP Funded  
Project Budget Sheet**

CIP#: 08-02

MPFP#(s):

Last Updated: 19-Apr-2011

Original Approval:

Project Owner: Redevelopment Agency

Project Manager: Alan Mitchell

Project Resource: Consultant

**DOWNTOWN STREETSCAPE PHASE 2 IMPROVEMENTS**

**Description:**

These Phase 2 Improvements will include pedestrian and aesthetic improvements on the west side of Railroad Avenue from Abbey to Main, the entire intersection of Main Street and First Street, and a mid-block crossing at the paseo on Main Street with intermediate lighting and concrete repairs in the same block. At each site the project will add expanded sidewalks with aesthetic barriers along edges of roadway, add landscaping and irrigation in new planters, enhance pedestrian crossings, install new street furniture, add to the City storm drainage facilities as needed for the pedestrian improvements and provide minimal upgrading infill of lighting systems where needed. STIP FUNDING TO GO AGAINST CONSTRUCTION PHASE ONLY. Federal Aid Project No. STPLER 5110 (025) ; EA No. 03-01.2024 ; MPO ID (SACOG) YOL19264 :

**Authority:**

This project will generally enhance the community amenities and the City's portion of the funding is being provided from CDA bond proceeds.

| <b>Budget:</b>          |   |           |                       |   |                   |
|-------------------------|---|-----------|-----------------------|---|-------------------|
| Item                    | % | Amount    | Item                  | % | Amount            |
| Project Management      |   | \$ 42,000 | Investigations        |   |                   |
| Construction Management |   | \$ 50,000 | Land                  |   | \$ -              |
| Consultant Design       |   | \$ 73,800 | Construction          |   |                   |
| RW Consultant           |   | \$ -      | Materials Testing     |   | \$ 10,000         |
| CEQA                    |   |           | <b>Project Total:</b> |   | <b>\$ 175,800</b> |

| <b>Financing Schedule:</b> |                   | Project Start:    | 2009        | Project Completion: | 2011        |
|----------------------------|-------------------|-------------------|-------------|---------------------|-------------|
| Phases:                    | Phase 2           |                   |             |                     |             |
| Fund Code:                 | 702               |                   |             |                     |             |
| Name:                      | Redevelopment     | STIP-TE           | Blank       | Blank               | Blank       |
| Prior FY:                  |                   |                   |             |                     | FY Totals   |
| FY 06/07:                  |                   |                   |             |                     | \$ -        |
| FY 07/08:                  |                   |                   |             |                     | \$ -        |
| FY 08/09:                  | \$ 185,000        |                   |             |                     | \$ 185,000  |
| FY 09/10:                  | \$ 495,000        |                   |             |                     | \$ 495,000  |
| FY 10/11:                  |                   |                   |             |                     | \$ -        |
| <b>Fund Totals:</b>        | <b>\$ 185,000</b> | <b>\$ 495,000</b> | <b>\$ -</b> | <b>\$ -</b>         | <b>\$ -</b> |
| <b>Ratios:</b>             | <b>27.2%</b>      | <b>72.8%</b>      | <b>0.0%</b> | <b>0.0%</b>         | <b>0.0%</b> |

Recommended for Submittal

Alan Mitchell, Assistant City Engineer

April-11

Recommended for Approval (Dept. Head)

Nelia Dyer, Community Development Director

(date)

Finance Department Approval

Shelly Gunby, Director of Finance

(date)

City Manager Approval

John Donlevy, City Manager

(date)