



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, July 3, 2012

6:00 p.m. - Executive Session

AGENDA

Safe Harbor for Closed Session - Pursuant to Government Code Section 54956.9

Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9 - One Potential Case

6:30 p.m. – Regular Meeting

6:30 p.m.
AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 19, 2012 (pp. 1-7)
- B. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference (pp. 8-11)
- C. Claim Against the City of Winters – Frances A. Callison – Deny and Refer to YCPARMIA (pp. 12-20)
- D. Approve an Exclusive Negotiating Rights Agreement Extension between the City and Presidio Companies in Regards to the Downtown Hotel Project (pp. 21-32)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Authorize Issuance of Professional Services Contract to Melton Design Group for Design and Engineering Services to be Used as a Basis for Construction Drawings/Documents for the Orchard Village Park Construction Project (APN # 003 360 025) (pp. 33-34)

2. Councilmember Liaison Assignments (pp. 35-37)
3. Planning Commission Vacancy (p.38)

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY

- 1.

CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 3, 2012 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on June 28, 2012, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 795-4910 ext. 101. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for

other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.

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View on the internet: www.cityofwinters.org/administrative/admin_council.htm

Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.

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

City Council agenda packets are available for review or copying at the following locations:

Winters Library – 708 Railroad Avenue

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

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on the Front Steps of City Hall on June 19, 2012

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

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Mayor Woody Fridae
Absent: Council Member Tom Stone
Staff: City Manager John Donlevy, City Attorney John Wallace, City Clerk Nanci Mills, Housing Programs Manager Dan Maguire, Building Official Gene Ashdown, Environmental Services Manager Carol Scianna, Police Chief Sergio Gutierrez, Police Sergeant Jose Ramirez, Police Corporal Jeremy Warren, and Administrative Assistant Tracy Jensen.

Emily, Joseph and Alli Aguiar, along with Mason Stoops, led the Pledge of Allegiance.

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

Mayor Fridae said he would like to move Council/Staff Comments and Public Comments after the Presentations.

CONSENT CALENDAR

- A. Minutes of the Budget Meeting Held on Tuesday, April 24, 2012
- B. Minutes of the Regular Meeting and Executive Session Held on Tuesday, May 1, 2012
- C. Minutes of the Regular Meeting and Executive Session Held on Tuesday, May 15, 2012
- D. Approval of a Memorandum of Understanding for Joint Emergency Management Services and Adoption of Resolution 2012-19 Funding Participation in the Joint Emergency Management Services Program
- E. Project Acceptance – Grant Avenue Sidewalk Connectivity, Project No. 10-11

- F. **Amplified Sound Permit for WFOL Gazebo Concerts**
- G. **Resolution 2012-26, A Resolution of the City Council of the City of Winters, Declaring Results of California Presidential Primary Election Held on June 5, 2012**
- H. **Project Budget Sheet for Grant Avenue/Walnut Lane Roundabout, Project No. 12-04**
- I. **Personnel – Management Analyst – Advice from Legal Counsel – EEOC Charge No. 550-2011-0815 – Separation and Release Agreement – Fiscal Impact \$80,000 – Council Approval on May 15, 2012**
- J. **Joint Meeting of the Winters City Council and the Winters Joint Unified School District Board on Thursday, July 12, 2012, at 6:30 p.m.**

City Manager Donlevy gave an overview and said Item D, Joint Emergency Management Services, is another example of the shared services concept we currently utilize within the Fire Department with the City of Dixon and within the Planning Department with the City of West Sacramento. Council Member Anderson requested that Item J, the joint meeting with the school board, begin at 6:30pm and conclude at 8:00pm.

Motion by Council Member Aguiar-Curry, second by Council Member Martin to approve the Consent Calendar. Motion carried unanimously, with one absent.

PRESENTATIONS

1. Administration of Oath to be Given for New Council Members

City Manager Donlevy said he wanted to start by recognizing Mayor Fridae and the he has a lot to be proud of. While Mayor Fridae appears to be passive in his approach, he is a very competitive individual with immense leadership skills. The accomplishments under his tenure as Mayor include the construction and completion of the Public Safety Facility, the renovation of Putah Creek, the renaissance Downtown, the Grant Avenue improvements, the approval of Burger King, and the advancement of economic development. There has also been a massive renovation of the City's infrastructure, including \$4 million to update the City's water and sewer systems and the construction of Water Well #7. From a financial standpoint, we are facing the toughest year in seven years due to the massive assault by the State of California, but have been able to maintain sufficient reserves and adopt budgets. We have seen the personnel transition at the Public Safety Facility by the hiring of Fire Chief McAlister and Police Chief Gutierrez. The Complete Streets, the Economic Development Advisory Committee, the Grant Avenue Design Guidelines, the Economic Development Strategy have all occurred under Woody's quiet and direct leadership. Mayor Fridae and the entire Council won the highest distinction in the Sacramento

region for excellence in planning and building and the values Mayor Fridae brings are elicited in this award. The image of Winters City Hall recently graced the cover of Comstock's magazine. Mayor Fridae's extremely competitive nature has been key in capturing the Mayor's Cup in the Sacramento Valley Division League of California Cities' golf tournament, where there are four winners but only one name on the award: "Team Winters." The Captain's Chair presented to Mayor Fridae is appropriate given his quiet mantra of "hard on the problem, soft on the people."

Mayor Fridae thanked City Manager Donlevy for complimenting what the Council has done and what the Council has preserved and said it has been a privilege to serve as Mayor for the last two years. While writing his campaign statement for the recent election, Mayor Fridae said it's not "Mayor" but "the City of Winters" that he's most proud of. He shares his dedication to the City and teamwork with the rest of the Council, the City Administration and the entire City staff.

The Honorable Kimberly Mueller swore in new Council Member Wade Cowan and returning Council Member Woody Fridae.

2. Designation of Mayor and Mayor Pro Tempore (Ordinance 2004-04, relating to Selection of the Mayor and Mayor Pro Tempore, is included as information only)

Council Member Martin nominated Cecilia Aguiar-Curry as the first woman Mayor in the City of Winters. Seconded by Council Member Anderson and approved unanimously, with one absent.

Council Member Anderson nominated Woody Fridae to be designated as the Mayor Pro Tem. Seconded by Council Member Aguiar-Curry and approved unanimously, with one absent.

Council Member Fridae passed a new gavel and sounding block to Council Member Aguiar-Curry, who regularly displays her leadership as she continues to serve on numerous State, County and Regional boards and said Ms. Aguiar-Curry will do a great job leading us through these tough financial times.

The Honorable Kimberly Mueller then swore in new Mayor Cecilia Aguiar-Curry and thanked Cecilia for giving her the honor of swearing in the City of Winters' first woman Mayor.

Mayor Aguiar-Curry thanked Judge Mueller for the honor and responsibility given to her. She also thanked Woody Fridae, Michael Martin, Harold Anderson and Tom Stone for their time and commitment locally, regionally and statewide. Mayor Aguiar-Curry also acknowledged City Manager Donlevy and the entire City staff for continuing to improve the quality of life in Winters. Mayor Aguiar-

Curry welcomed Council Member Cowan to the team, and although she will miss seeing him in the audience at the City Council meetings, she welcomes him to the dais.

As a child peeking in the windows and playing on the front steps of City Hall, she thought the building was mystical and was intrigued by the old jail cell. As she peeked in the windows and saw the flurry of activity, she wondered what all the fuss was about. Winters will continue to be at the table at local, regional and statewide levels to see that our needs are recognized. Mayor Aguiar-Curry promised not to forget the bottom line: to do what's best for the City and its' citizens. In closing, Mayor Aguiar-Curry thanking her children, family and friends and said her mission is local government no matter how rich or poor. She is committed to Winters and thanked everyone for their confidence in her and the entire City Council.

3. Certificates of Appreciation to the 2012 Winters Youth Day Chairpersons

- **Troy Barnett – Teen Dance Chairperson**
- **John and Debbie Clifford – Park Entertainment Chairpersons**
- **Kathy Cowan – Diaper Derby/Games Chairperson**
- **Kathy Donlevy – Kid Faire Chairperson**
- **Chris Jones – Booth Chairperson**
- **Laura Mariani – Fun Run Chairperson**
- **Amber Sebastian – Kiddie Parade Chairperson**
- **Mike Sebastian – Parade Chairperson**

Mayor Aguiar-Curry thanked all the 2012 Winters Youth Day Chairpersons and presented Certificates of Appreciation to those who were present, Kathy Cowan and Kathy Donlevy. She added that volunteerism has no condition and is a true devotion.

DISCUSSION ITEMS

- 1. Public Hearing and Adoption of Resolution 2012-18, a Resolution of the City Council of the City of Winters Amending and/or Approving the Annual Levy Report, and Ordering the Levy and Collection of Assessments within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2012/2013**

City Manager Donlevy gave a brief overview. Mayor Aguiar-Curry opened the public hearing at 7:07 p.m. and closed the public hearing at 7:07 p.m. without public comment. Motion by Council Member Martin, second by Council Member

Fridae to adopt Resolution 2012-18, amending and/or approving the Annual Levy Report and ordering the levy and collection of assessments within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2012/2013. Motion carried with the following vote:

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

2. Public Hearing to Receive Input from Specific Property Owners Regarding Implementation of Weed Abatement for 2012

City Manager Donlevy gave a brief overview. Mayor Aguiar-Curry opened the public hearing at 7:10 p.m. and closed the public hearing at 7:10 p.m. without public comment.

3. Planning Commission Appointment

City Manager Donlevy said the Planning Commission vacancy is due to Wade Cowan joining the City Council. There is one year left on his term, when his term and the terms of three other Planning Commissioners will expire in 2013.

Council Member Cowan made a motion to appoint Lisa Baker to fill his vacancy for the remainder of his term. Lisa is very involved and was a member of the Economic Development Advisory Committee and is familiar with the Grant Avenue Design Guidelines. She is the Executive Director of the Yolo County Housing Authority and knows the ins and outs of the Planning Commission. There are some important items coming before the Planning Commission and a full staff is needed.

Council Member Anderson seconded the motion for discussion. Council Member Martin said the appointment process takes time and given there is less than a year left on Wade's term, he agreed with making the appointment now. Between advertising and interviewing, we can't afford to wait 2-3 months. Lisa Baker is a fair-minded individual and he supports the motion.

Council Member Anderson said the appointment is a good one given the time frame and the person involved and asked if there might be any possible conflicts in the upcoming year. Council Member Cowan said Ms. Baker was reluctant to accept a four-year term and sees no potential problems with projects in the upcoming year and felt comfortable with finishing the year out.

Council agreed unanimously to appoint Lisa Baker to the Planning Commission to fulfill the terms of departing Planning Commissioner Wade Cowan.

COUNCIL/STAFF COMMENTS: Council Member Anderson attended the Winters Putah Creek Park meeting in May; attended a Yolo Non-Profit meeting with former Mayor Pro-Tem Aguiar-Curry, which was chaired by Supervisor Don Saylor; there were no SACOG meetings in June; attended an Oversight Board meeting in June, where the Rosenberg Rule's of Order were adopted. Council Member Anderson said he would like to bring the Rosenberg Rule's of Order before the City Council at a future meeting. Council Member Anderson attended a Yolo-Solano Air Quality Board meeting on 6/13 as an alternate for Council Member Martin, who could not attend, and on 6/14 attended an LPCCC meeting in Vacaville, where Swainson Hawk experiences were shared.

Council Member Fridae will be attending a Yolo County All-Elected on 6/21 and will attend his last Yolo County Mayors meeting that evening.

Council Member Martin congratulated Council Member Cowan and welcomed him aboard. He also congratulated Mayor Fridae as the new Mayor Pro-Tem. Mayor Aguiar-Curry has worked hard and will represent the community very well. Council Member Martin is working with the Solano Community College Board on a Blue Ribbon Committee, where efforts are being made for a ballot measure to improve facilities at the Vacaville campus. They are reaching out to the City of Winters, who could benefit by future job training.

Council Member Cowan said the YDCM will be having a trail run and duck race in Putah Creek during the second week in September. He also reminded Council Member Andersons of the Affordable Housing Steering Committee meeting they attended at City Hall.

Mayor Aguiar-Curry attended a Yolo County Housing Committee meeting; attended the Non-Profit meeting with Council Member Anderson and also attended a League of California Cities Environmental Quality meeting. Mayor Aguiar-Curry is also looking into a Winter pilot program with Valley Vision and Winters Broadband.

PUBLIC COMMENTS: None

**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY**

1.

CITY MANAGER REPORT: City Manager Donlevy welcomed Ellie Fairclough from Congressman Mike Thompson's office, who didn't know about two Swainson Hawks until now. The North Bank Trail project has begun, with work behind the Community Center estimated to be completed in 30 days and the second phase to be completed in late September. The work must be done by 11/15 due to the elderberry bush requirements.

INFORMATION ONLY: None

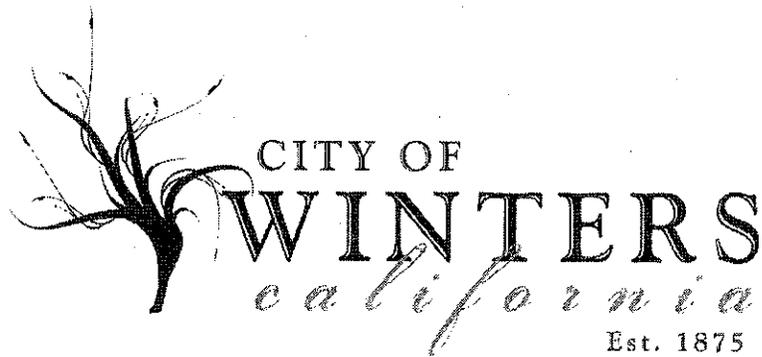
EXECUTIVE SESSION: None

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:24 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 3, 2012
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

RECOMMENDATION: That the Council designate a voting delegate and up to two alternates to vote at the Annual Business Meeting at the League of California Cities Annual Conference.

BACKGROUND: An Annual Business Meeting is held as part of the League of California Cities Annual Conference each year to consider and take action on resolutions that establish League policy. This year the business meeting will take place at noon on Friday, September 7, 2012 at the conference in San Diego.

The League's bylaws require that the Council take action to designate the voting delegate and the alternates. It is also required that the voting delegate and alternates be registered to attend the conference. Currently Mayor Cecilia Aguiar Curry is registered to attend the conference. Correspondence from the League of California Cities is attached detailing the Annual Conference Voting Procedures.

FISCAL IMPACT:
None.

Council Action Advised by August 3, 2012

May 3, 2012

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 5 - 7, San Diego**

The League's 2012 Annual Conference is scheduled for September 5 - 7 in San Diego. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 7, at the San Diego Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, August 15, 2012. This will allow us time to establish voting delegate/alternates' records prior to the conference.

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

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up

-over-



Annual Conference Voting Procedures 2012 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2012 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, August 15, 2012. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

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

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

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

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Wednesday, August 15th, to:

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

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 3, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Claim Against the City of Winters – Frances A. Callison

RECOMMENDATION:

It is recommended that the City Council deny the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

Anytime the City of Winters receives a Claim for Damages to Person or Property, the claim is denied and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$1,000 deductible, with any costs in excess to come from funds pooled at the JPA.



July 3, 2012

**“NOTICE OF REJECTION OF CLAIM BY
THE CITY OF WINTERS”**

**TO: Frances A. Callison
400 Sulphur Bank Road, Space 41
Clearlake Oaks, CA 95423**

NOTICE IS HEREBY GIVEN that the claim which you presented to the City Clerk of the City of Winters on June 25, 2012, was rejected by the City Council of the City of Winters at its regular meeting on July 3, 2012.

WARNING

Subject to certain exceptions, you have only six (6) months from the date the notice was personally delivered or deposited in the mail to file a State court action on the claim (refer to State of California Government Code Section 945.6). Your time for filing an action in Federal court may be less than six months.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Sections 128.5 and 1038 of the California Code of Civil Procedure, the City of Winters will seek to recover all costs of defense in the event an action is filed in the matter and it is determined that the action was not brought in good faith and with reasonable cause.

All further inquiries should be directed to YCPARMIA, 77 West Lincoln Avenue, Woodland, California, 95695.

Sincerely,

Nanci G. Mills
Director of Administrative Services

cc: YCPARMIA

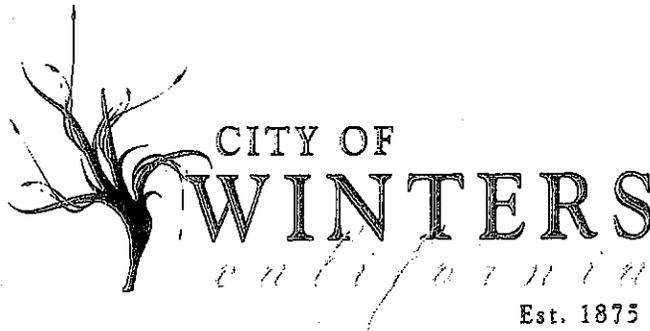
318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

COUNCIL MEMBERS
Harold Anderson
Wade Cowan
Michael Martin

MAYOR
Cecilia Aguiar-Curry
MAYOR PRO TEM
Woody Fridae

CITY CLERK
Nanci Mills
TREASURER
Michael Sebastian

CITY MANAGER
John W. Donlevy, Jr.



RECEIVED
JUN 25 2012
CITY OF WINTERS

CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT FRANCES A. CALLISON		Date of Birth of Claimant 12-25-1936
Home Address of Claimant 400 Sulphur Bank Rd Spoc 41 Charlata Oaks, Ca 95423		Occupation of Claimant CNA - AIDE
Business Address of Claimant N.A.		Home Telephone Number 707-533-9287
		Business Telephone Number Same
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: As Above		
When did DAMAGE or INJURY occur? Date 5/23/12 Time MID-DAY	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. <input checked="" type="radio"/> YES / NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks. **ON WAY TO PUTTAK CREEK CAFE, WHEN I ENCOUNTERED A SIGN ON SIDEWALK & HAD TO GO AROUND IT. I STEPPED IN A HOLE & FELL NEAR 15 MAIN STREET, WINTERS. CA - BERRYESSA GOLF TASTING ROOM**

Describe in detail how the DAMAGE or INJURY occurred: **WHILE WALKING DOWN SIDEWALK - A SIGN WAS PRESENT, I HAD TO GO AROUND SIGN, IN DOING SO I STEPPED IN A HOLE IN SIDEWALK WITH LEFT FOOT & FELL, FRACTURING MY RIGHT SHOULDER**

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?

A SIGN ON SIDEWALK TO WALK AROUND & AN UN-REPAIRED HOLE IN SIDEWALK CREATED THE HAZARD

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care...\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____

General Damages.....\$ _____
 Total damages Incurred to date.....\$ _____

Total amount claimed as of date of presentation of the claim: \$ _____

*Have Not received Billing As of today 6-20-12
 Only want Medical expenses PAID AND WORK LOSSES PAID*

Was damage and/or injury investigated by police? No If so, what city? _____

Were paramedics or ambulance called? No If so, name city or ambulance _____

If injured, state date, time, name and address of doctor of your first visit 5-23-2012 - Mid Day

Emergency - North Bay health Care - Toshi Hiraka, M.D

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name <u>DENNIS Callison</u>	Address <u>400 Sutter Bank Rd, Clearlake Oaks, Ca</u>	Phone <u>775-781-3305</u>
Name <u>Becky Oberg</u>	Address <u>118 Walnut, Vacaville, Ca. 95688</u>	Phone <u>707-865-8877</u>
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS

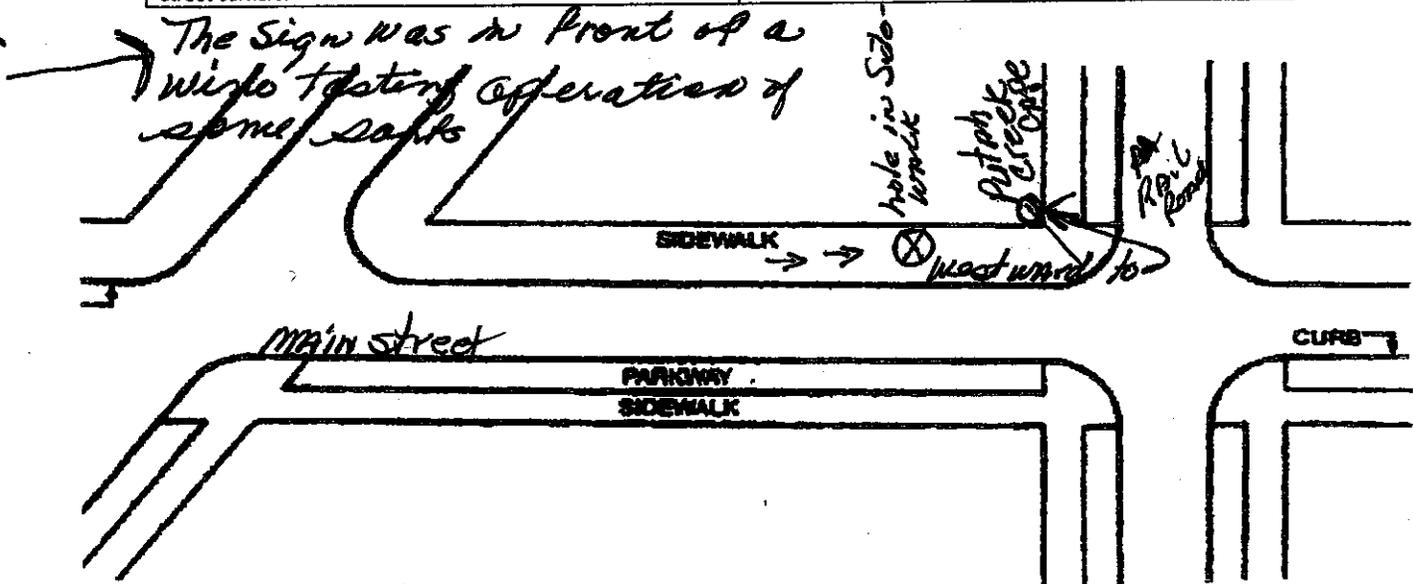
Hospital <u>NORTH BAY HEALTHCARE</u>	Address <u>VACAVILLE CA.</u>	Date Hospitalized <u>5-23-12</u>
Doctor <u>Toshi Hiraka MD.</u>	Address <u>hospital</u>	Date of Treatment <u>5-23-12</u>
Doctor <u>Brian Freeto M.D</u>	Address <u>3273 CLAREMONT WY Suite 100 - Napa, Ca. 94558</u>	Date of Treatment <u>5-31-12</u>

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.

Tasting Room



Signature of Claimant or person filing on his behalf giving relationship to Claimant:

Frances A Callison

PRINT Name:

FRANCES A. Callison

Date:

6-20-12

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

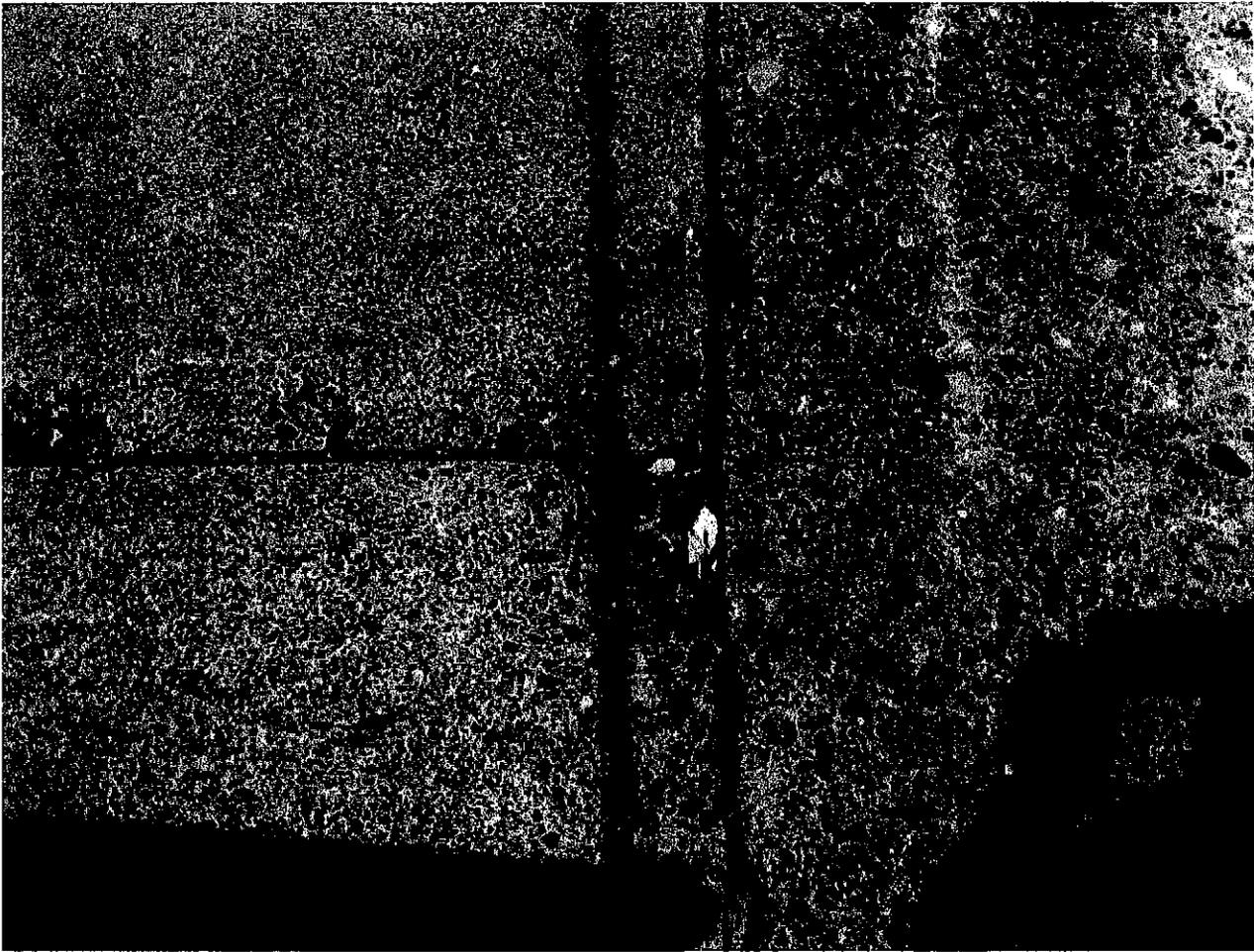


Photo of hole in sidewalk
I stepped in causing me
to fall on 5-23-12

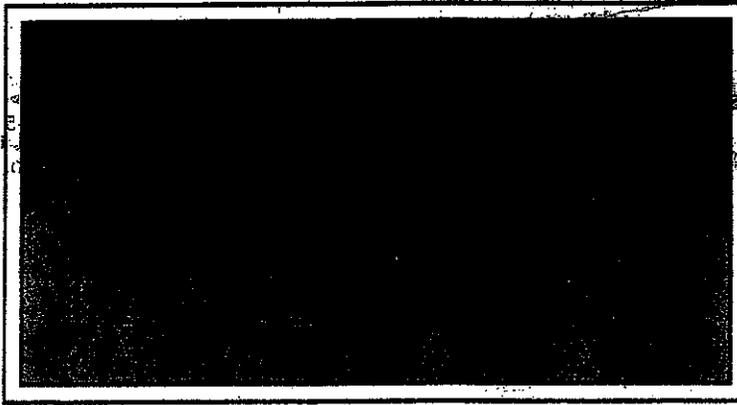
Frances Callison



Photo of hole in sidewalk
I stepped in causing me to
fall on 5-23-12

James Callison

St. Helena Hospital and its medical staff are pleased to announce the association of the physicians of Napa Valley Orthopaedic Medical Group – Adam Freedhand, M.D., John Diana, M.D., Jason Huffman, M.D., Daniel Birkbeck, M.D. and Michael Shifflett, M.D.



Following are the physicians and their specialties, left to right:

Adam M. Freedhand, M.D.

Orthopaedic surgery, Sports medicine, Joint replacement (including reverse shoulder replacement) and Arthroscopic surgery

Board Certification: American Board of Orthopaedic Surgery

John N. Diana, M.D.

Orthopaedic surgery, Joint replacement (including reverse shoulder replacement) and Arthroscopic surgery

Board Certification: American Board of Orthopaedic Surgery

Jason T. Huffman, M.D.

Comprehensive spine care

Board Eligible July 2007: American Board of Orthopaedic Surgery

Daniel P. Birkbeck, M.D.

Comprehensive hand surgery, Micro vascular surgery, and Orthopaedic surgery, specializing in upper extremity care

Board Certification: American Board of Orthopaedic Surgery

Certificate of Added Qualification: Hand Surgery

Michael W. Shifflett, M.D.

Orthopaedic surgery, Sports medicine, Joint replacement and Arthroscopic surgery

Board Certification: American Board of Orthopaedic Surgery

Brian D. Freeto, M.D.

*Fellowship-Trained
Sports Medicine Specialist*

main: 707.254.7117

fax: 707.265.6435

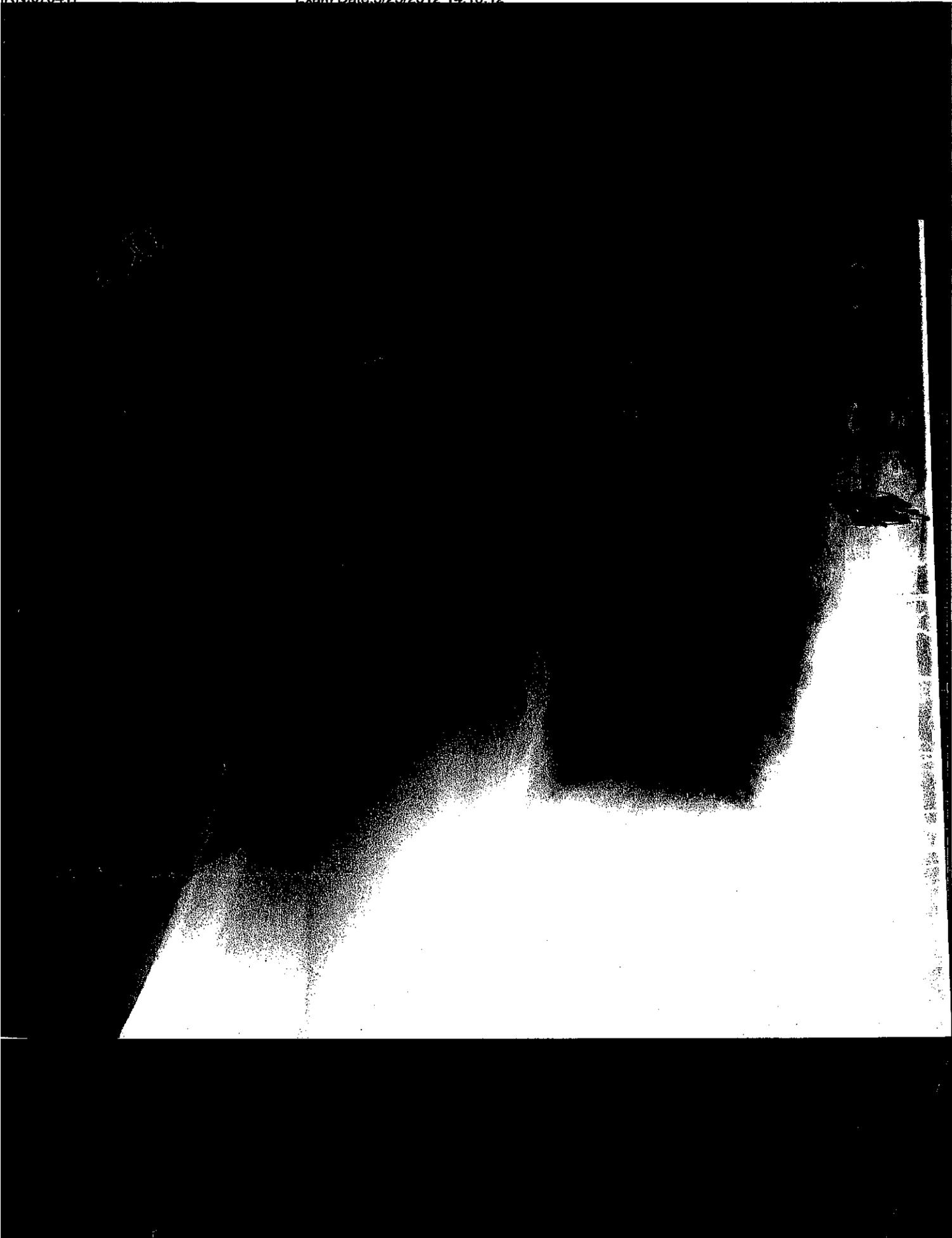
Sports Medicine
Advanced Arthroscopy
Orthopaedic Surgery

www.napavalleyortho.com

3273 CLAREMONT WAY, SUITE 100
NAPA, CA 94558

Maria

*FRANCES COLLISON
6-31-12*





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: July 3, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Approve an Exclusive Negotiating Rights Agreement Extension between the City and Presidio Companies in Regards to the Downtown Hotel Project

RECOMMENDATION:

Receive the report from staff updating City Council on the recommendation for Staff's request that the City Council approve an extension of the Exclusive Negotiating Rights Agreement between the City and Presidio Companies in regards to the Downtown Hotel Project.

BACKGROUND:

At the August 16, 2011 City Council meeting, the City Council authorized staff to issue a Request for Proposals ("RFP") for interested parties to submit proposals to develop a Downtown Winters Hotel, to be located on the approximately 1 acre bounded by Newt's Expressway, Railroad Avenue, Abbey Street and First Street. The City received two (2) proposals in response to the RFP. At the March 20, 2012 City Council meeting, the City Council approved an Exclusive Negotiating Rights Agreement ("ENA") with the Presidio Companies, whose proposal called for an 81 room hotel project based on traditional commercial lenders and equity investors. This proposal included a letter of interest to offer a Four Points by Sheraton Brand to the proposed development.

The ENA authorized by City Council was for a 90 day exclusive negotiating period that began on April 1, 2012.

DISCUSSION:

Staff continues to hold productive discussions with the developer; however, this is an extremely difficult negotiation process given the current economic climate. Given the progress made during the initial ENA process, the Presidio Companies ENA is being recommended for the 90 day extension, as allowed for in Section 3 ("Term") of the

Exclusive Negotiating Rights Agreement. During this extension of the ENA, negotiations will continue to take place resulting in a project of not. If an agreement is reached, the DDA will be submitted to the City Council for consideration.

FISCAL IMPACT:

Staff time and administrative preparation

ATTACHMENTS:

Exclusive Negotiating Rights Agreement (ENA)

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

by and between

PRESIDIO COMPANIES, INC.

and the

CITY OF WINTERS

THIS EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT ("Agreement") is entered into effective as of the date this Agreement is executed by all parties as noted below ("Effective Date") by and between the City of Winters, a public body corporate and politic, ("City") and Presidio Companies, Inc., ("Developer"). City and Developer are hereinafter collectively referred to as the "Parties" or singularly referred to as "Party."

RECITALS

A. WHEREAS, the City is the owner of certain real properties located in the City of Winters known as the Downtown Hotel Site, County Assessor's Parcel Numbers, which are more particularly described in Exhibit A attached hereto ("Property"); and

B. WHEREAS, the City seeks development of a hotel project ("Project") on the Property in accordance with the City's Redevelopment Plan; and

C. WHEREAS, the City released a request for proposals and Developer has submitted a preliminary plan for development of the Project, as shown in Exhibit B, attached hereto; and

D. WHEREAS, City Council now directs staff to pursue negotiations with Developer regarding Developer's proposed development of the Project and authorizes City staff to prepare an agreement granting Developer exclusive rights to negotiate for the purpose of creating a disposition and development agreement ("DDA") whose terms and conditions shall govern development of the Project; and

E. WHEREAS, Developer has expended and anticipates expending substantial funds to conduct certain studies that will be needed to assess the feasibility of the development of the Project and to apply for the entitlements to build the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Good Faith Efforts to Negotiate. The Parties will, in good faith, diligently negotiate a DDA that will describe the terms and conditions governing development of the Project on the Property and the disposition by City to Developer of the parcels comprising the Property. Furthermore, the Parties shall use their best efforts to obtain any third-party consent, authorization, approval, or exemption required in connection with the transactions contemplated hereby.

2. Developer's Exclusive Right to Negotiate With City.

A. City agrees that it will not, during the term of this Agreement, directly or indirectly, through any officer, City Council Member, employee, agent, or otherwise, solicit, initiate, or encourage the submission of bids, offers or proposals by any person or entity with respect to the acquisition of any interest in the Property or the

development of the Property, and City will not engage any broker, financial advisor or consultant to initiate or encourage any proposals or offers from other parties with respect to the disposition or development of the Property or the Project or any portion thereof.

B. Furthermore, City will not, directly or indirectly, through any officer, City Council Member, employee, agent or otherwise, engage in negotiations concerning any such transaction with, or provide information to, any person other than Developer and its representatives with a view to engaging, or preparing to engage, that person with respect to the disposition or development of the Property or the Project or any portion thereof.

3. Term. The term of this Agreement (the "Term") shall commence on the Effective Date, and shall terminate ninety (90) days thereafter, unless extended or earlier terminated as provided herein. The Term may be extended for an additional ninety (90) days by written agreement of Developer and City acting through and in the discretion of its City Manager.

4. Relationship of the Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of buyer and seller, or of partners or joint venturers.

5. Scope of Development. The negotiations hereunder shall be based on a development concept consistent with the following points:

A. Developer and City shall work together to negotiate a DDA that provides, in part, for the acquisition of the Property by Developer, and construction of a hotel project.

B. The City and Developer will work together to create a funding mechanism for certain site infrastructure improvements for the Project.

C. The City and Developer shall mutually agree upon the construction schedule and project phasing.

D.

6. Developer's Studies; Right of Entry. During the Term, Developer shall use its best efforts to prepare, at Developer's expense, any studies, surveys, plans, specifications and reports ("**Developer's Studies**") Developer deems necessary or desirable in Developer's sole discretion, to determine the suitability of the Property for the Project. Such studies may include, without limitation, title investigation, marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses and design studies. In connection with any entry onto the Property, Developer shall and hereby agrees to indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees (defined in Section 15) from and against all claims resulting from or

arising in connection with entry upon the Property by Developer or Developer's agents, employees, consultants, contractors or subcontractors.

A. Developer shall provide City with copies of all reports and test results within ten (10) days following completion of such reports and testing, whether or not such reports and test results are completed prior to or after the expiration or earlier termination of this Agreement.

B. Except as otherwise agreed to by the City Manager of the City, Developer shall repair, restore and return the Property to its condition immediately preceding Developer's entry thereon at Developer's sole cost and expense. Developer shall at all times keep the Property free and clear of all liens and encumbrances affecting title to the Property. Developer's indemnification obligations, obligations to provide reports and studies, and obligations to discharge liens that attach to the Property as set forth in this Section 6 shall survive the expiration or earlier termination of this Agreement.

8. City's Reports and Studies. Within fifteen (15) days following the Effective Date and throughout the Term of this Agreement, City will provide copies of all studies, surveys, plans, specifications, reports, and other documents with respect to the Property that City has in its possession or control, which have not already been provided to Developer. City's obligation to provide studies or documents prepared by City is a continuing obligation and City agrees to provide copies of all such documents or studies within ten (10) days of receipt by City.

9. Expenses. Developer shall pay all costs and expenses (including, without limitation, City expenses incurred for economic, environmental, and engineering consultants, and legal fees and expenses) incurred in connection with this Agreement and the activities contemplated hereby (including, without limitation, the negotiation and preparation of a DDA, the preparation of surveys, reports, and compliance with all other required statutory procedures), regardless of whether the Parties are successful in negotiating a DDA. The City shall not be required to pay any costs unless otherwise agreed to in writing between the Parties and approved by the City Council.

10. Confidentiality; Dissemination of Information. During the Term of this Agreement, each Party will obtain the consent of the other Party prior to issuing or permitting any of its officers, employees or agents to issue any press release or other information to the press with respect to this Agreement; provided however, no Party will be prohibited from supplying any information to its representatives, agents, attorneys, advisors, financing sources and others to the extent necessary to accomplish the activities contemplated so long as such representatives, agents, attorneys, advisors, financing sources and others are made aware of the confidentiality provisions in this Agreement. Nothing contained in this Agreement will prevent either Party at any time from furnishing any required information to any governmental entity or authority pursuant to a legal requirement or from complying with its legal or contractual obligations.

11. Execution of Disposition and Development Agreement. If the Parties successfully negotiate a DDA, City will promptly notice and conduct the public hearing required by Community Redevelopment Law (California Health & Safety Code Section 33000 et seq.), will comply with all applicable requirements of the Community Redevelopment Law; the California Environmental Quality Act (CEQA), and will recommend approval of the DDA to the City's City Council. The City shall have no legal obligation to grant any approvals or authorizations for the Project until the DDA has been approved by the City Council.

12. Termination. Either party shall have the right to terminate this Agreement by providing at least twenty (20) days advance written notice to the other Party. Neither Party shall have the right to seek any award of damages as a result of the termination of this Agreement.

13. Effect of Termination. Upon termination or upon the expiration of the Term and any extensions thereof without the Parties having successfully negotiated a DDA, this Agreement will forthwith be void, and there will be no further liability or obligation on the part of either of the Parties or their respective officers, directors, members, City Council Members, employees, agents or other representatives; provided however, the provisions of section 9 (Expenses), section 10 (Confidentiality), section 15 (Indemnity), and section 19 (No Brokers) shall survive such termination.

14. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement must be made in writing, and sent to the Parties at their respective addresses, electronic-mail addresses or telephone numbers specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this section. All such notices may be sent by:

- A. personal delivery, in which case notice is effective upon delivery;
- B. certified or registered mail, return receipt requested, in which case notice will be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile or electronic transmission, in which case notice will be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile or electronic mail will be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City of Winters

318 First Street
Winters, CA 95694
Attn.: City Manager
Tel: (530) 795-4910
Fax: (530) 795-4935

Developer: Presidio Companies, Inc.
4705 Mangels Blvd
Fairfield, CA 94534
Attn.: Guneet Bajwa
Tel: (707) 429-6000
Fax: (707) 423-4130

15. Indemnification. Developer hereby covenants, on behalf of itself and its permitted successors and assigns, to indemnify, hold harmless and defend the City and its elected and appointed officials, officers, agents, representatives and employees ("Indemnitees") from and against all claims, costs and liabilities arising out of or in connection with the Developer's access to and entry on the Property pursuant to section 7 of this Agreement; provided however, Developer will have no indemnification obligation with respect to the negligence or willful misconduct of any indemnitees and the foregoing indemnity shall not apply to any claims or liability arising in connection with any hazardous substances or other adverse conditions discovered by Developer on, in or under the Property while conducting Developer's Studies.

A. Insurance. Developer agrees to take out and keep in full force during the term hereof, at DEVELOPER's expense, commercial general liability insurance to protect against any liability to the public, incident to the use of or resulting from any accident occurring in or about the Property, the liability under each such insurance to be no less than Five Hundred Thousand Dollars (\$500,000) for any one person injured, One Million Dollars (\$1,000,000) for any one accident, and Three Hundred Thousand Dollars (\$300,000) for property damage. City shall be named as an additional insured on all of DEVELOPER's policies of insurance. DEVELOPER will obtain a written obligation on the part of the insurance carriers to notify City in writing prior to any cancellation thereof, and DEVELOPER agrees, if DEVELOPER does not keep such insurance in full force and effect, the City may take out the necessary insurance and pay the premium, and the repayments thereof shall be deemed to be part of the expenses payable as provided in this agreement.

16. Severability. If any term or provision of this Agreement or the application thereof is, to any extent, held to be invalid or unenforceable, such term or provision will be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

17. Entire Agreement; Amendments In Writing; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which will be an original and all of which together shall constitute one agreement.

18. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and assigns; provided however, that neither Party may transfer or assign any of that Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without the requisite consent will be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

19. Brokers. Each Party represents and warrants to the other that no brokers have been retained or consulted in connection with this transaction. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation.

20. Approvals. Unless otherwise provided in this Agreement, the City Manager of the City is authorized to enter into all written approvals, consents or waivers by the City.

21. Captions. The captions of the sections and articles of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

22. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California and any law suits brought to interpret or enforce the terms of this Agreement must be brought in Yolo County or the nearest Federal District Court, if applicable.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WINTERS

By: _____

ATTEST:

By: _____
Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

By: _____
John C. Wallace, City Attorney

Presidio Companies, Inc.

By: _____
[NAME] Its Managing Member

EXHIBIT "A"

003 204 002 (311 First St., formerly the Portello property)

003 204 018 (parking lot across from City Hall)

003 204 003 (western piece of Fire Station property)

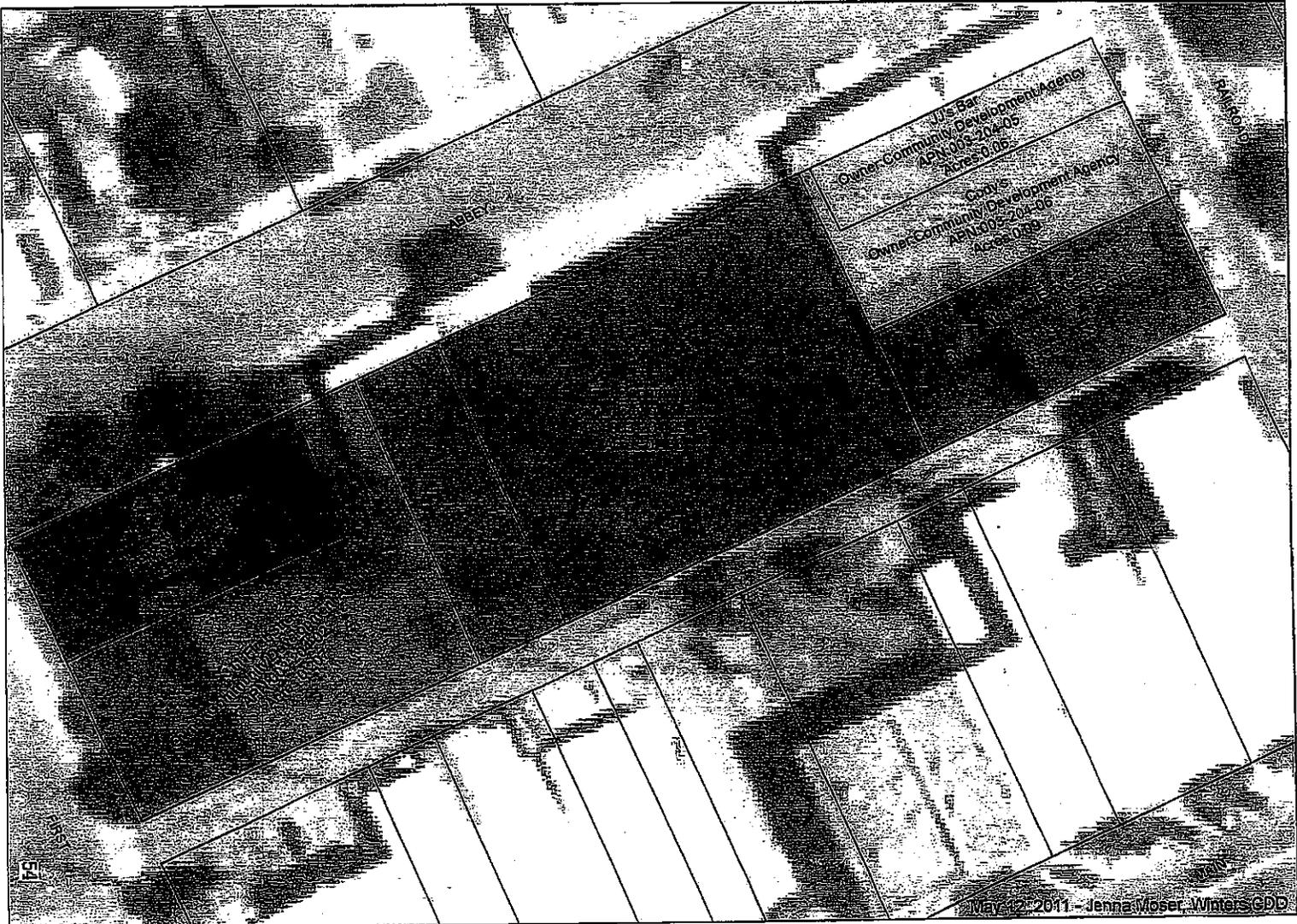
003 204 004 (eastern piece of Fire Station property)

003 204 005 (318 Railroad - formerly JJ's)

003 204 006 (314 Railroad - formerly Cody's)

003 204 007 (Winters Express--owned by Wallace, Winters Express)

Exhibit "B" Downtown Hotel Site Plan



May 12, 2011 - Jenna Wosler, Winters, GDD



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: July 3, 2012
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Authorize Issuance of Professional Services Contract to Melton Design Group for Design and Engineering Services to be Used as a Basis for Construction Drawings/Documents for the Orchard Village Park Construction Project (APN # 003 360 025)

RECOMMENDATIONS:

1) Receive the report from staff updating City Council on the responses to the City's RFP for Professional Services for Design and Engineering Services to be Used as a Basis for Construction Drawings/Documents for the Orchard Village Park Construction Project, and 2) Authorize the City Manager to negotiate and execute a Professional Services Contract with Melton Design Group for Design and Engineering Services for the Orchard Village Park Construction Project.

BACKGROUND:

The City is under contract to receive Prop 84 grant funds from the California State Parks and Recreation Department, and will also receive CDBG grant funds from the State's CDBG General Allocation Program. Funding from both sources will be utilized for the development of a new city park to be located on the 5 acre parcel (APN # 003 360 025) between Dutton Street and Walnut Lane due east of the new Orchard Village Apartments. At the Council meeting of May 15, 2012, the City Council authorized the issuance of a Request for Proposal "RFP") for Design and Engineering Services for the Orchard Village Park Project.

Thirteen (13) responses were received in a timely manner for the RFP. The review panel did an initial review (paper screening/scoring) based on the evaluation criteria outlined in the June 5, 2012 addendum to the RFP. From the initial review, five (5) firms were selected to participate in face-to-face interviews. Interviews were conducted on June 27 and June 28 using the evaluation criteria outlined in the Design Services RFP Interview form. Based on rating and ranking those interviews and an analysis of

the rate sheets submitted (required by the RFP), staff recommends City Council authorize the City Manager to execute a Professional Services Contract with Melton Design Group.

FISCAL IMPACTS:

Total contract cost is to-be-determined. The issuance of the Professional Services Contract will have no impact on City's General Fund or other City funds as expenses incurred in providing Design and Engineering Services are eligible for reimbursement under the terms of the Grants. Design and Engineering services are an eligible construction cost under the terms of the Prop 84 Grant, and Wage Monitoring expenses are eligible for reimbursement as an Activity Delivery Cost under the CDBG General Allocation Grant.

ATTACHMENTS:

The following documents are available for public review through Dan Maguire in the Community Development Department offices at City Hall:

- Request for Proposal
- Request for Proposal Addendum
- Response Review Panel
- Design Services RFP Interview Form
- Melton Design Group RFP Response
- Melton Design Group Billing Rate Sheets



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 3, 2012
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Councilmember Liaison Assignments

RECOMMENDATION: Council Members review the current liaison assignments and make changes as necessary.

BACKGROUND: The June 5, 2012 election brought about a change to the Council. In light of these changes, it is necessary to periodically update the liaison assignments.

FISCAL IMPACT: None



Council Member	2011/2012 Liaison & Committee Assignment
Harold Anderson	City of Winters Budget Subcommittee City of Winters Park Planning Commission City of Winters Public Finance Authority City/County 2x2 Community Choice Aggregation (CCA) Committee Development Review Committee (Primary) LAFCO City Representative & Sub-Committee Member League of California Cities (Alternate) Lower Putah Creek Coordinating Committee (Primary) Sacramento Area Council of Governments (SACOG) (Primary) Ten-Year Plan to End Homelessness Exec Comm (Alternate) Winters Affordable Housing Steering Committee (Primary) Winters Economic Development Committee (Alternate) Winters Putah Creek Committee Yolo County Transportation District (Primary) Yolo-Solano Air Quality Management District (Alternate)
Tom Stone	Audit Committee per SAS 114 City/WJUSD 2x3 Lower Putah Creek Coordinating Committee (Alternate) Planning Commission Liaison Police/Fire/PW Facility Citing Committee Ten-Year Plan to End Homelessness Exec Comm (Primary) Winters Affordable Housing Steering Committee (Alternate) Winters Economic Development Committee (Alternate) Winters Fire District Consolidation Committee (Primary) Winters Public Finance Authority Yolo County Criminal Justice Cabinet Yolo County Visitor Bureau Representative Yolo Natural Heritage Program (Primary)
Woody Fridae	City/County 2x2 Development Review Committee (Alternate) E.A.R.T.H. Committee (Primary) Hispanic Advisory Committee (Alternate) Planning Commission Liaison Winters Public Finance Authority Yolo County Transportation District (Alternate)
Cecilia Aguiar-Curry	Chamber of Commerce Development Review Committee (Alternate) Grant Avenue Commercial Project Committee Hispanic Advisory Committee (Primary) Industrial Area Assessment Committee Local Agency Formation Commission-LAFCO (Alternate) League of California Cities (Primary) New Hope Community Development Corporation Rotary Park Planning Committee

Sacramento Area Council of Governments (SACOG) (Alternate)
Sacramento Metro Chamber of Commerce
Water Resources Association Board Member (Primary)
Winters Economic Development Committee (Primary)
Winters Public Finance Authority
Winters Swimming Pool Committee
Yolo County Comprehensive Economic Development Strategies
Yolo County Housing Commission
Yolo County Housing Authority Board of Commissioners
Yolo County Visitor Bureau Representative

Michael Martin

Audit Committee per SAS 114
Budget Overview Committee
Chamber of Commerce
City/WJUSD 2X3
Development Review Committee (Primary)
Grant Avenue Commercial Project Committee
Industrial Area Assessment Committee
Winters Economic Development Committee (Primary)
Winters Fire District Consolidation Committee (Alternate)
Winters Public Finance Authority
Yolo County Children's Alliance
Yolo Natural Heritage Program (Alternate)
Yolo County Visitor Bureau Representative (Alternate)
Yolo-Solano Air Quality Management District (Primary)

UPDATED: 4/30/2012



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : July 3, 2012

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

FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*

SUBJECT: Planning Commission Vacancy

RECOMMENDATION:

Staff respectfully recommends that the City Council give staff direction on what method to use in moving forward to fill Planning Commission vacancy with the resignation of Phillip Meisch.

BACKGROUND:

Several options could be:

1. Select two Council Members to serve on the Interview and Selection Committee and come back to Council with recommendation.
2. Make an appointment of someone.
3. Direct City Clerk to prepare a notice and advertise in the newspaper that we are accepting applications to fill a planning commission vacancy.
4. Staff could make contact with applicants from the last selection to see if they are still interested.
5. Leave seat vacant until July 1, 2013 when term expires.

FISCAL IMPACT:

None