



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, August 5, 2014

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Pierre Neu*

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

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**6:00 p.m. – Executive Session**

**AGENDA**

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Property Located on Abbey Street (APN #'s 003-204-018, 003-204-002, 003, 004, 005, 006), Winters – Real Property Negotiator City Manager John W. Donlevy, Jr.

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**6:30 p.m. – Regular Session**

**AGENDA (pp 1-4)**

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, July 1, 2014 (pp 5-7)
- B. Award for Construction of Railroad Avenue Improvements, Project No. 13.02 (pp 8-16)
- C. Resolution 2014-23, a Resolution of the City Council of the City of Winters Approving an Agreement for Provision of Professional Consulting Services to the City of Winters by AK Company for SB90 State Mandated Costs Claiming Services (pp 17-33)
- D. Resolution 2014-24, a Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills (pp 34-39)

### PRESENTATIONS

Swearing in of New Police Officer – Alan Pinette

Introduction by Howard Hupe of Alan Humason, Executive Director of the Yolo County Visitors Bureau

## DISCUSSION ITEMS

1. Resolution 2014-25, a Resolution of the City Council of the City of Winters Accepting FEMA Assistance to Firefighter Grant Program for Regional Communications (pp 40-58)
2. Pool Maintenance and Operations (pp 59-60)
3. Intern Presentations (pp 61-73)
  - a. Financial Management and Administrative Services Procedures Manual Project
  - b. City of Winters "Intranet" Project
  - c. Community Development Handout Information
  - d. Juvenile Diversion Program
  - e. City of Winters Noise Ordinance

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

1. None

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## CITY MANAGER REPORT

### INFORMATION ONLY

### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 5, 2014 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 July 31, 2014, and made available to the public during normal business hours.

  
Nanci G. Mills, City Clerk

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

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

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

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*View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://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.*

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

*Winters Library – 708 Railroad Avenue*

*City Hall – Finance Office - 318 First Street*

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting  
Held on July 1, 2014

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

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae,  
Pierre Neu and Mayor Cecilia Aguiar-Curry  
Absent: None  
Staff: City Manager John W. Donlevy, Jr., City Clerk Nanci Mills

Kathy Cowan let the Pledge of Allegiance.

Approval of Agenda: City Manager indicated that there were no changes to the agenda. Motion by Council Member Cowan, second by Council Member Fridae. Motion carried with the following vote:

AYES: Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

Kathy Cowan presented a \$500 donation to the Winters Fireworks Fund from the Bocce Ball Tournament that was hosted by Main Street Cellars and the Cowan's.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 17, 2014 (pp 4-11)

Council Member Anderson made a motion to approve Item A and seconded by Council Member Cowan. Motion carried with the following vote:

AYES: Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

### DISCUSSION ITEMS

1. Winters Swim Project (pp 12-18)

Theresa Dunlop gave a presentation on the Winters Swim Project Proposal.

The proposal is to:

Approval of the City Council for use of Winters recreation fund to umbrella the Winters Swim Project funds and provide letter for donation.

Approval of the City Council for the recreation swim pass for pool use of \$20 for the rest of the season for recreation swim, once lessons are completed.

Approval of the City Council to lower the cost of swim lessons to \$55.00 for the Winters Swim Project instead of the current \$65.00. Project to cover \$45.00 instead of \$55.00 with remaining \$10.00 coming from the individual signing up for lessons.

Approval of Winters Swim Team to accept swimmer once they have successfully completed the swim lessons and can safely swim the length of the pool for a reduced fee of \$25.00 and \$10.00 being covered by the swimmer.

Total annual cost of the Winters Swim Project, would be to offset the cost of advertising for donation requests and fundraising efforts. These costs would be covered by donation monies. There would be no financial burden on the City of Winters aside from \$10 per approved Swim Project lesson and the initial seed money until monies are raised to reimburse the City.

Council Member Fridae made a motion to approve \$1,000 for seed money that the Winters Swim Project would cover by donation monies. Pierre seconded the motion. Council concurred to have the fiscal side come back to them as well as the pool maintenance update. Motion carried with the following vote:

AYES: Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

1. None

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CITY MANAGER REPORT: Fireworks Show on July 4th

ADJOURNMENT: Mayor Aguiar Curry adjourned the meeting at 7:30 p.m.

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Cecilia Aguiar-Curry, Mayor

ATTEST:

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Nanci G. Mills, City Clerk



## STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** August 5, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Nicholas J. Ponticello, City Engineer  
**SUBJECT:** Award for Construction of Railroad Avenue Improvements,  
Project No. 13-02

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**RECOMMENDATION:** Staff recommends that the City Council (1) Approve the attached Revised Project Budget Sheet (PBS) for the project ; (2) Award the construction contract for the Railroad Avenue Improvements, Project No. 13-02, to Vintage Paving Company in the amount of One Hundred Seventy Two Thousand Two Hundred Forty Dollars and No Cents (\$172,240.00); ; (3) authorize a construction funding limit of Two Hundred Fifty One Thousand Dollars (\$251,000); (4) authorize the City Manager to execute the Contract on the City's behalf; and, (5) authorize Staff to utilize excess construction funds to replace other corner sidewalk ramps for ADA accessibility.

**BACKGROUND:** On March 11, 2014 City Council approved a project and PBS in the amount of \$140,000 for the subject project which was based upon the available SACOG and TDA funding at that time. With finalized design of the improvements, the engineer's estimate for construction was \$196,000. Since the March PBS, the City received \$44,000 in gas tax money and identified unused TDA funds totaling \$100,000, to augment the funding for the project. As shown in the revised PBS, the total available project funds are now \$284,000. The March PBS was based upon the available funding at that time. Staff requests that Council approve the attached revised PBS which is based upon the current available funding and actual construction amount plus contingency.

The bid opening for this project was July 22, 2014 and the bid results are attached to this staff report. All bids were reviewed and deemed responsive and responsible. Staff is requesting that Council approve award and authorize the City Manager to execute the contract to the lowest bidder, Vintage Paving Company, in the amount of \$172,240.00. Staff is also requesting that Council authorize expenditures for construction up to \$251,000. The plans include one ramp improvement at Anderson and Railroad; however, City Staff would like to complete accessibility improvements along Railroad, at the corners of Neimann, Martinez, and Betty Court. With an expenditure limit of \$251,000 and the contract of \$172,240, there will be a \$78,760 contingency, to cover unforeseen field conditions and extra work to add the accessible ramp improvements.

Following this award, it will take at least ten working days for the contractor to execute contracts and obtain bonds and insurance, for the start of construction. A key scheduling objective was to complete the grinding and paving before the first day of the new high school year on August 13<sup>th</sup>, to avoid potential traffic conflicts. However, due to circumstances beyond the City's control, construction award was delayed and the work will not begin until after the start of school. The contractor is required, in the contract specifications, to schedule disruptive work

around the school day. Vintage Paving is a local contractor and they have agreed to work around the school schedule as necessary.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The cost of this project will be fully paid with SACOG Community Design Grant funds (\$200,000), and local TDA (\$40,000) and Gas Tax (\$44,000) funds.

Attachment: Revised Project Budget Sheet  
Bid Results  
Construction Contract

City of Winters  
**Railroad Avenue Improvements**  
**Project Budget Sheet**

**CIP#: 13-02**  
**Last Updated: August 2014**  
**Project Owner: Public Works**  
**Project Manager: Jim Fletter**

**MPFP#(s):**  
**Original Approval: March 2014**  
**Project Resource: Contract City Engineer**

**Description:**

Funding will be utilized for environmental review, design, and construction of improvements on Railroad Avenue, between Grant Ave. and Niemann St. Specifically, the improvements will include rehabilitation of deficient pavement, curb ramps, signs and striping.

**Authority:**

General authority to maintain the existing city street infra-structure. This project will generally enhance the community amenities and ridability for this segment.

<b>Budget:</b>						
Item		%	Amount	Item	%	Amount
CM, Testing and Inspection			\$ 15,000	CEQA		\$ 1,000
Pre-Design/Utility Coord.			\$ 8,000	Construction		\$ 172,240
Design and Bidding			\$ 9,000	Contingency		\$ 78,760
			<b>Project Total:</b>			<b>\$ 284,000</b>

<b>Financing Schedule:</b>		Project Start: 2014		Project Completion: 2014			
Phases:		294					
Fund Code:	Name:	SACOG Grant	TDA	Gas Tax	Blank	Blank	FY Totals
Prior FY:	\$ -						\$ -
FY 13/14:	\$ 10,000	\$ 5,000					\$ 15,000
FY 14/15:	\$ 190,000	\$ 35,000	\$ 44,000				\$ 269,000
<b>Fund Totals:</b>	<b>\$ 200,000</b>	<b>\$ 40,000</b>	<b>\$ 44,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 284,000</b>

**Recommended for Submittal**

Jim Fletter 7/28/2014  
 Jim Fletter, Project Manager (date)

**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)



**SECTION 00500  
CONSTRUCTION AGREEMENT  
AGREEMENT No. 13-02**

THIS CONTRACT made on July 22, 2014 by and between the CITY OF WINTERS, hereinafter called the City, and Vintage Paving Company, Inc. hereinafter called the Contractor.

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following documents, to wit:

Notice Inviting Bids  
Accepted Bid  
General Construction Contract  
Payment Bond to Accompany Contract  
Performance Bond to Accompany Contract  
Winters Standard Specifications (September 2003)  
General, Supplemental and Special Provisions, (if any)  
Working Plans and Specifications

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents.

2. THE WORK: The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the **Railroad Avenue Improvements** as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the City of Winters and adopted by the City, which the Plans and Specifications are entitled, respectively, **Railroad Avenue Improvements, Project No. 13-02** and which Plans and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that the tools, equipment, apparatus, facilities, labor,

transportation, and material shall be furnished and the work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as the Engineer for the purpose of this Contract, the following named person:

3. **CONTRACT PRICE:** The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of One Hundred Seventy Two Thousand Two Hundred Forty Dollars and No Cents (\$172,250.00) subject to additions and deductions as provided in the Contract Documents. The sum includes base bid. All other Alternate Propositions are rejected by City, and are not included in this Contract.

## CONTRACT

### BID SCHEDULE

#### Railroad Avenue Improvements, Project No. 13-02

#### BASE BID

Bid Item	Description/Units	Quantity	Unit Price	Total Price
1	Mobilization LS	1	\$5,000.00	\$5,000.00
2	Traffic Control LS	1	\$13,000.00	\$13,000.00
3	Prepare Water Pollution Control Plan (WPCP) LS	1	\$650.00	\$650.00
4	Temporary Water Pollution Control Work LS	1	\$250.00	\$250.00
5	Pavement Dig-outs SF	6,400	\$6.25	\$40,000.00
6	Crack Filling LF	1,000	\$2.00	\$2,000.00
7	Pavement Grinding LF	2,200	\$1.50	\$3,300.00
8	Pavement Fabric SF	50,000	\$0.20	\$10,000.00
9	1/2" Type A HMAC TON	630	\$87.00	\$54,810.00
10	Slurry Seal SF	28,000	\$0.58	\$16,240.00
11	Raise Manholes to Grade EA	1	\$1,200.00	\$1,200.00
12	Raise Valve or Monument Boxes to Grade EA	2	\$1,000.00	\$2,000.00
13	Remove and Replace Concrete LS	1	\$12,000.00	\$12,000.00
14	Thermoplastic Striping LS	1	\$7,040.00	\$7,040.00
15	Place Grindings and/or AB Shoulder LF	1,900	\$2.50	\$4,750.00
<b>TOTAL BASE BID</b>				<b>\$172,240.00</b>

Total Base Bid: (Written Amount in Dollars and Cents):

One Hundred Seventy Two Thousand Two Hundred Forty Dollars and No Cents

4. PERMITS; COMPLIANCE WITH LAW: The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.
5. INSPECTION BY CITY: The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.
6. NOTICE AND SERVICE THEREOF: Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely, (a) if the notice is given to the City, by personal delivery thereof to the Manager of the City, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City, postage prepaid and certified; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at 119 Main Street, Winters, CA 95694 postage prepaid and certified; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.
7. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.
8. CONTRACTOR'S WARRANTY: The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that

the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations there from.

9. TIME FOR PERFORMANCE The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion within **Thirty (30)** working days of said Notice to Proceed.
10. LIQUIDATED DAMAGES: Liquidated damages as provided in the Standard Specifications, Section 8, Measurement and Payment, of the Contract shall be in the sum of **\$500** for each and every day as defined therein.
11. APPRENTICES: Contractor agrees to be bound by and comply with the provisions of sections 1777.5 et seq. of the Labor Code in respect to apprentices.
12. INSURANCE.
  - (a) WORKER'S COMPENSATION. During the term of this Agreement, CONTRACTOR 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 CONTRACTOR may have for worker's compensation.
  - (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONTRACTOR 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, CONTRACTOR shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
  - (d) CERTIFICATES OF INSURANCE. CONTRACTOR shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

13. **INDEMNIFY AND HOLD HARMLESS.** CONTRACTOR 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 CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

**CITY OF WINTERS**

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

Title: City Manager

**CONTRACTOR**

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

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

**ATTEST:**

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

**APPROVE AS TO FORM:**

\_\_\_\_\_  
Ethan Walsh, City Attorney



**RAILROAD AVENUE IMPROVEMENTS, PROJECT NO. 13-02  
 BID OPENING – TUESDAY, JULY 22, 2014 AT 2:00 P.M.**

<b>CONTRACTOR</b>	<b>TOTAL BASE BID (note)</b>
NORTHWEST PAVING INC.	\$194,450.00
WEST COAST PAVING & CHIP SEALING	\$185,547.35
VINTAGE PAVING	\$172,240.00
G.D. NIELSEN	\$266,837.00
<b>Engineers Estimate</b>	<b>\$196,000</b>

Note: Actual line item prices have not been checked and bids confirmed.

OPENED BY: Nanci Mills READ BY: Nanci Mills WITNESSED BY: Alan Mitchell



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: August 5, 2014  
THROUGH: John W. Donlevy, Jr., City Manager *JD*  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: State Mandated Cost Claiming Services.

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**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2014-23, A Resolution of the City Council of the City of Winters approving an Agreement for Provision of Professional Consulting Services to the City of Winters by AK & Company for SB90 State Mandated Cost Reimbursement Claim and authorize the City Manager to execute the contract.

**BACKGROUND:**

The State of California has mandated that cities and counties must provide certain services and programs, and under state law, the State of California is required to reimburse the cost of providing those programs and services. Cities and Counties must submit claims to the State of California in order to receive the reimbursement. The City of Winters began submitting claims in February 2002 and the state currently has remitted to the City of Winters approximately \$90,252. Although most of the mandates are expected to be suspended in the 2014-2015 California state budget, the City must continue to file the claims in order to receive payment when the state budget includes the repayment of past claims, and the payment of current claims. The cost of submitting the claim to the state is reimbursed by the state.

**FISCAL IMPACT:**

The City will receive approximately \$6,000 in funds for the current fiscal year to offset the cost of providing services and programs. Our policy is to use these funds, when received, to help provide funding for our equipment replacement funds.

**ATTACHMENTS**

Consultant Services Agreement  
Resolution 2014-23

**RESOLUTION 2014-23**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN AGREEMENT FOR PROVISION OF PROFESSIONAL CONSULTING SERVICES TO THE CITY OF WINTERS BY AK & COMPANY FOR SB 90 STATE MANDATED COST REIMBURSEMENT IN THE AMOUNT OF \$950.00**

**WHEREAS**, the City finds it prudent to submit a claim to the State of California for reimbursement for the cost of state mandated programs; and

**WHEREAS**, AK & Company has presented the City with a proposal to prepare the claim for reimbursement of state mandated programs;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Winters hereby approves the contract with AK& Company in the amount of \$3,000 to file the claim for reimbursement for the cost of state mandated programs and authorizes the City Manager to execute the contract with AK & Company.

**PASSED AND ADOPTED** by the City Council, City of Winters, this 5th day of August 2014 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Cecilia Aguiar-Curry, MAYOR

**ATTEST:**

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



**CONSULTANT SERVICES AGREEMENT**  
AGREEMENT No. \_\_\_\_\_

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

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("the CITY") and AK & Company (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 Proposal dated June 11, 2014. Consultant shall provide said services at the time, place, and in the manner specified by the City of Winters and 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 Nine hundred and fifty dollars (\$950.00), 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

**Exhibit "A" Provided by Consultant**

**Exhibit "B" Provided by Consultant**

**EXHIBIT "C"**



3531 Kersey Lane, Suite M  
Sacramento, CA 95864-1506  
p. 916.972.1666  
f. 916.972.1666  
email: akcompany@um.att.com

June 11, 2014

Ms. Shelly Gunby  
Director of Financial Management  
City of Winters  
318 First Street  
Winters, CA 95694-1923

Dear Shelly:

ak & company is pleased to submit this proposal to continue to provide the City of Winters with SB 90 State Mandated Cost Claiming Services during FY 2014-15. I propose to prepare and file all Annual and New Reimbursement Claims for which Claiming Instructions are issued during this period. Please find enclosed for your consideration my proposal and agreement for provision of these services.

The Annual Claims to be filed during FY 2014-15 are reimbursements for actual mandated costs incurred during FY 2013-14. To complete these claims, I will utilize e-mail and telephone communications for data collection. I will inform you of any New Claims for which the City of Winters may have reimbursable activities.

Two major SB 90 issues are anticipated during FY 2014-15. An overdue benefit to local government will be the \$100 million payment proposed to accelerate repayment of pre-2004 mandate debt. Of no benefit to local government is the SCO's continued increase in the number of claim audits during the upcoming fiscal year.

To engage ak & company on behalf of the City of Winters, please review and return a signed copy of the enclosed Agreement by **Friday, July 18**. I will begin the upcoming year's claiming process immediately upon receipt of a signed Agreement.

Should you have any questions on the enclosed materials, please contact me. I look forward to continuing to work with you and other city staff in the upcoming year.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Anita Kerezsi'.

Anita Kerezsi

Enclosures

**AGREEMENT FOR PROVISION OF  
PROFESSIONAL CONSULTING SERVICES TO THE  
CITY OF WINTERS**

This AGREEMENT is entered into on the 5<sup>th</sup> day of August, 2014, both by and between ak & company ("Consultant" for the purposes of this Agreement) and the City of Winters ("City" for the purposes of this Agreement).

**PURPOSE:**

Article XIII B of the State of California's Constitution allows local agencies to recover costs associated with provision of certain activities that have been mandated by the State. City has determined that provision of Consultant's services to prepare and file mandated cost reimbursement ("SB 90" for the purposes of this Agreement) claims is the most cost effective and efficient method to complete this process. Consultant has knowledge and experience in completion of the data collection, preparation and submission of SB 90 claims to the State of California. City agrees that Consultant will assist City in the preparation and submission of reimbursement claims involving these state mandated programs.

City and Consultant mutually agree to the following terms and conditions:

- 1) Consultant's Professional Services. Consultant will perform the following services:
  - a) Based upon City's timely provision of accurate and complete information, by February 17, 2015, prepare and submit FY 2013-14 SB 90 Annual Claims to the State Controller's Office (SCO), according to the SCO FY 2013-14 Annual Claiming Instructions.
  - b) Based upon City's timely provision of accurate and complete information, by February 17, 2015, if necessary, prepare and submit SB 90 Amended Claims to the State Controller's Office.
  - c) Based upon written instruction from City and City's timely provision of accurate and complete program information, prepare and submit SB 90 New Claims according to Claiming Instructions issued during FY 2014-2015. New Claims are those with a claim due date other than February 17, 2015.
  - d) Provide SCO and legislative SB 90 updates relevant to the City throughout the fiscal year.
  - e) Provide an Annual SCO Outstanding Claims Report.

Consultant shall determine the method, details and means of preparing and filing SB 90 claims and agrees to perform the specific services listed in Exhibit A, for each category of claim.

- 2) City's Duties. City's duties under this Agreement are to cooperate with Consultant in the performance of this Agreement and perform the specific services listed in Exhibit B, within the timeframes specified.

- 3) Exhibits. Exhibits A and B are attached and incorporated as part of this Agreement.
- 4) Term of Agreement. This Agreement shall become effective immediately upon signing and continue in effect through September 30, 2015. This Agreement may be extended by mutual written consent of the parties for two consecutive one-year periods.
- 5) Staff. "Consultant" includes all staff required to complete performance of this Agreement's services. Services included in this Agreement will be completed by Consultant or under Consultant's supervision.
- 6) Costs of Agreement and Method of Compensation – Annual, Amended and New Claims. In exchange for Consultant's provision of the services in Items 1) a), 1) b), 1) c), 1) d), and 1) e), City agrees to compensate Consultant in a Fixed Fee in the amount of nine hundred fifty dollars (\$950). This fee will be paid in two equal installments: Fifty percent (50%) or \$475 will be due and payable within 30 days of City's receipt of invoice following execution of the Agreement and fifty percent (50%) or \$475 will be due and payable within 30 days of City's receipt of invoice following filing of Annual Claims. Any penalties incurred in Item 7) will be invoiced at this time.
- 7) City's Provision of Staff and Data. City agrees to designate a responsible staff member as its SB 90 Coordinator. Consultant will inform City's designated SB 90 Coordinator and department staff of the data and documentation necessary for timely claims submission. Consultant will presume that all data provided by City is correct and complete. City agrees to be fully responsible for the accuracy and timeliness of the data provided. City agrees there will be no Consultant liability for unfiled or late claims resulting from insufficient data or data not provided by the agreed upon deadlines.

City and Consultant agree that Consultant-requested data must be provided by City staff either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion. City agrees to pay Consultant an additional fee of \$350 per week or portion thereof for data received by Consultant after the agreed upon deadline.

All Annual Claims data requested must be provided to ak & company no later than **FRIDAY, NOVEMBER 7, 2014.**

- 8) Third Party Obligations. The only parties to this Agreement and entitled to enforce the terms of the Agreement are City and Consultant. No right or benefit, direct or indirect, is given to any third parties.
- 9) Records and Inspections. In accordance with State law, Consultant will maintain complete, accurate records concerning all matters covered under this Agreement. During normal business hours, City will have reasonable access to these records. A thirty (30) day written notice will be provided by City when it intends to inspect or audit these records. Prior to being granted such access, any City employee, consultant, subcontractor or agent will execute a non-disclosure agreement.

- 10) Waiver of Submission of Claims. Submission of claims pursuant to Items 1) a), 1) b), and 1) c) of this Agreement may be waived. If a waiver is exercised by either party, Consultant will be paid by City for all work completed prior to and until the waiver's date of effect. The amount paid will not exceed the dollar amount indicated in Items 6) or 7). In case of a waiver, Consultant will be paid based on the hours of work required to submit the claims that were completed prior to the effective date of the waiver. This time will be reimbursed at the rate of \$150 an hour, not to exceed the dollar amount in Items 6).
- a) At Option of City. Pursuant to a specific State Claiming Instruction, at City's discretion, City may instruct Consultant not to file a specific claim or claims. This instruction must be in writing and provided to Consultant at least thirty (30) days prior to the due date of the claim. The date Consultant receives City's written instruction will be the effective date of City's waiver.
- b) At Option of Consultant. At Consultant's discretion, Consultant may advise City of the reasons it does not intend to file a specific claim. The date Consultant mails its notification to City will be the effective date of Consultant's waiver. City will expect Consultant to file any pertinent claim that meets the minimum limit set by the State.
- 11) No Waiver of Rights and Remedies. In no event will any City payment to Consultant constitute a waiver by City of any breach of covenant or any default that may exist on the part of Consultant. Payment made by City while any such breach or default does not impair or prejudice any City right or remedy in respect to such breach or default.
- 12) Consultant Audit Liability. Consultant will presume that all statistical and financial data provided by City is correct and complete. Consultant will provide workpapers and records to State Controller's Office (SCO) auditors if an audit should occur. Any State disallowance of amounts paid to City under the claim or claims for whatever reason will be solely City's responsibility. If City so requests, Consultant will assist City in defending claims at the desk audit level, provided such a disallowance amounts to at least ten percent (10%). No contest by Consultant for reductions of less than 10 percent (10%) will be made. Preparation of Incorrect Reduction Claims is not included in any part of this Agreement. If travel is required, Consultant is to be reimbursed for travel expenses and mileage at the City's rate in effect at the time of the travel.
- 13) Independent Contractor. In performing the scope of services of this Agreement, City and Consultant agree that Consultant is an independent contractor with complete control of the work and manner in which it is performed. For no purposes are the Consultant or Consultant's employees considered agents or employees of the City.
- 14) Insurance. General liability, automobile and professional liability insurances will be maintained by Consultant.

- 15) Limitation of Liability. Consultant will not be liable for consequential, special, indirect, or punitive damages. For any reason whatsoever, foreseeable or not, will Consultant's liability exceed the total amount paid to Consultant under this Agreement.
- 16) Changes. If either City or Consultant requires changes in the scope of services included in this Agreement, they must be mutually agreed upon by and between City and Consultant. Any changes will be included in a written and duly executed amendment to this Agreement.
- 17) Notices. Under this Agreement, any signatures, reports, bills or notices required will be adequate if sent by either City or Consultant via postage paid USPS mail to the address noted below:

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

<b>ak &amp; company</b>	<b>Phone #:</b>	<b>916 972 1666</b>
<b>3531 Kersey Lane, Suite M</b>	<b>email:</b>	<b>akcompany@um.att.com</b>
<b>Sacramento, CA 95864</b>	<b>Fax #:</b>	<b>916 972 1666</b>

Any notices will be considered delivered after five (5) days of being deposited in a USPS mailbox.

- 18) Complete Agreement. City and Consultant agree that this Agreement and any subsequent documents incorporated by specific reference contain all the terms and conditions previously agreed upon. No other agreements regarding this Agreement will bind either City or Consultant in any way.
- 19) Severability. If any portion, section, provision, part, or term of this Agreement are found to be in conflict with either a law of the United States of America or the State of California, or otherwise be unenforceable, the remaining portions, sections, provisions, parts or terms will be deemed severable and shall remain in full force and effect.
- 20) Receipt of Agreement. Consultant must receive a signed copy of this Agreement by **FRIDAY, JULY 18, 2014** to ensure that the data collection process can proceed in order to warrant that Annual Claims will be submitted in a timely fashion.
- 21) Signature Authority. The individual(s) signing this Agreement certify to the following:
  - a) He or she is authorized to sign this Agreement on behalf of City;
  - b) City has all approvals necessary to enter into this Agreement;
  - c) This Agreement is a valid, enforceable obligation of City upon execution.

THEREFORE, The City and the Consultant execute this Agreement as of the date below.

**City: City of Winters**

**Consultant: ak & company**

By: \_\_\_\_\_  
(City Official)

By: Anita Kerezi  
Anita Kerezi

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

Title: Principal

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

Date: 6/11/14

**Taxpayer I.D. Number: 20-3180401**

**EXHIBIT A**

**SERVICES TO BE PERFORMED BY CONSULTANT**

**Annual and Amended Claims** - Consultant will perform the following professional services:

- a. By February 17, 2015, prepare and submit FY 2013-14 SB 90 Annual Claims to the State Controller's Office (SCO), according to the SCO FY 2013-14 Annual Claiming Instructions, as specified in 1) (a).
- b. Prepare and submit amended SB 90 claims, as necessary, to the State Controller's Office (SCO), as specified in 1) (b).
- c. Review eligible programs with City's SB 90 Coordinator, and collect data from individual departments affected by each reimbursable mandate program.
- d. Advise City staff regarding reliable and defensible types of source documentation.
- e. Establish a workable timeframe and plan for data to be collected by staff and submitted to Consultant in order to submit the City's claims prior to the SCO deadlines.
- f. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose to use either the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.
- g. Provided that City financial records are available and delivered to Consultant in a timely manner, Consultant will use relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO 10%.
- h. Complete all eligible claims and provide City with hard copies of the claims submitted.
- i. Deliver all signed claims to the SCO by specified deadlines.
- j. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of claims.
- k. Advise City of SCO issues associated with any SB 90 claims prepared and submitted by Consultant.
- l. If necessary, act as a Sacramento liaison with the SCO in desk reviews or field audits for claims that were prepared and submitted by Consultant.
- m. Provide to City relevant SCO and legislative SB 90 updates throughout the fiscal year, as specified in 1) d).
- n. Provide to City an Annual SCO Outstanding Claims Report, as specified in 1) e).

**EXHIBIT A (continued)**

**SERVICES TO BE PERFORMED BY CONSULTANT**

**New Claims** – Consultant will perform the following professional services:

- a. Prepare and submit SB 90 New Claims to the State Controller's Office (SCO), according to the SCO issuance of New Claiming Instructions, as specified in 1) (c).
- b. Advise City staff regarding reliable and defensible types of source documentation.
- c. Establish a workable timeframe and plan for data to be collected by staff and submitted to Consultant in order to submit the claims prior to the SCO deadlines.
- d. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose to use either the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.
- e. Provided that City financial records are available and delivered to Consultant in a timely manner, Consultant will collect relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO 10%.
- f. Complete all eligible claims and provide City with hard copies of the claims submitted.
- g. Deliver all signed claims to the SCO by each new claim deadline.
- h. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of claims.

**EXHIBIT B**  
**CITY'S DUTIES**

City's duties in performance of this Agreement:

- a. Return executed Agreement by Friday, July 18, 2014.
- b. Monitor staff activities and work with Consultant to collect and obtain necessary records, data and documentation needed by Consultant to prepare and submit SB 90 claims to the State Controller's Office (SCO) by the required deadlines.
- c. Provide to Consultant all necessary data either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion.
- d. Ensure that Annual Claims data is provided in its entirety to Consultant no later than Friday, November 7, 2014.
- e. Return signed FAM-27 signature pages no later than five (5) working days before any filing deadline.
- f. Respond to Consultant inquiries regarding data collection within a reasonable timeframe.
- g. Ensure Consultant is paid within 30 days following City's receipt of an original invoice and acceptance by City of the materials, supplies and services provided by Consultant.

## 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 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 Clerk 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, advise, 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.



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: August 5, 2014  
THROUGH: John W. Donlevy, Jr., City Manager *John*  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: Resolution 2014-24 Confirming Delinquent Utility Bills

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**RECOMMENDATION:**

Staff recommends that the City Council approve Resolution 2014-24 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

**BACKGROUND:**

The City of Winters bills each property owner for water, sewer and municipal services tax on a monthly basis. The Finance Department has procedures in place to collect charges that are not paid on a timely basis., This resolution allows for the unpaid amounts to be placed on the property owner's property as a lien, and be assessed to the property owner on the property tax bill issued by the County of Yolo. Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then remitted to the City of Winters, thereby preventing accounts from becoming uncollectible.

**FISCAL IMPACT:**

None

**RESOLUTION 2014-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
CONFIRMING DELINQUENT UTILITY BILLS**

**WHEREAS**, the City of Winters provides utility services within the city limits;  
and

**WHEREAS**, the Municipal Code of the City of Winters by its terms provides that the owners of the respective real properties are the recipient of said services, and liable for the costs therefor; and

**WHEREAS**, several of said property owners have failed to pay for said utility services;

**NOW THEREFORE**, the City Council of the City of Winters does hereby resolve as follows:

The City of Winters has delinquent accounts regarding the accounts and in the amounts included on Attachment A.

**PASSED AND ADOPTED** by the City Council, City of Winters, this 5th day of August 2014 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Cecilia Aguiar-Curry, Mayor

ATTEST:

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

Parcel Number	AMOUNT DUE	Parcel Number	AMOUNT DUE	Parcel Number	AMOUNT DUE
003-492-020	\$ 639.59	003-441-002	\$ 133.41	003-424-028	\$ 300.33
003-492-030	\$ 251.69	003-342-017	\$ 238.63	003-130-019	\$ 123.48
003-222-023	\$ 213.87	003-516-009	\$ 129.72	030-371-005	\$ 198.64
003-182-069	\$ 2,290.01	003-501-024	\$ 160.01	003-474-008	\$ 118.87
038-203-012	\$ 261.09	003-193-001	\$ 112.96	003-450-007	\$ 310.53
003-272-010	\$ 403.08	003-491-004	\$ 123.48	003-223-003	\$ 191.12
003-421-013	\$ 201.62	003-492-054	\$ 395.72	003-360-023	\$ 245.45
030-392-008	\$ 96.76	003-473-013	\$ 229.22	003-501-018	\$ 170.44
003-146-005	\$ 114.31	030-371-009	\$ 608.21	003-441-006	\$ 416.06
003-152-013	\$ 90.71	003-492-056	\$ 108.41	038-180-028	\$ 144.87
003-501-003	\$ 287.07	038-190-024	\$ 106.21	003-160-060	\$ 104.86
003-512-011	\$ 408.35	003-514-003	\$ 126.62	003-160-014	\$ 249.65
038-180-040	\$ 181.16	003-424-003	\$ 124.68	003-445-007	\$ 120.04
038-190-018	\$ 276.90	003-380-025	\$ 312.66	003-392-005	\$ 168.20
003-410-015	\$ 391.11	003-422-018	\$ 261.84	038-204-004	\$ 150.60
030-391-001	\$ 99.14	003-142-013	\$ 282.21	003-402-022	\$ 96.76
003-175-050	\$ 110.26	003-462-001	\$ 109.96	003-473-015	\$ 144.13
003-402-024	\$ 158.80	003-403-018	\$ 146.78	003-492-026	\$ 125.77
003-424-021	\$ 137.64	003-172-019	\$ 239.29	003-430-013	\$ 301.05
003-492-031	\$ 361.13	003-424-010	\$ 267.41	003-183-050	\$ 100.81
038-201-016	\$ 121.95	003-491-007	\$ 356.59	003-492-019	\$ 137.23
038-201-006	\$ 392.69	030-391-003	\$ 111.61	003-463-009	\$ 101.08
003-243-008	\$ 348.92	003-242-004	\$ 258.56	003-221-006	\$ 117.69
003-410-006	\$ 245.92	030-371-007	\$ 110.26	003-424-024	\$ 143.12
003-501-034	\$ 264.85	003-272-015	\$ 96.76	030-381-007	\$ 252.85
003-424-026	\$ 328.83	003-491-006	\$ 207.02	003-360-010	\$ 86.01
003-281-008	\$ 377.92	003-424-025	\$ 127.83	003-514-002	\$ 433.89
003-370-026	\$ 158.65	003-492-053	\$ 131.50	003-462-009	\$ 112.96
030-361-010	\$ 189.83	003-503-025	\$ 147.87	003-141-006	\$ 106.72
003-201-015	\$ 346.56	030-361-028	\$ 147.69	003-516-006	\$ 107.56
003-203-011	\$ 823.05	003-441-017	\$ 508.82	003-503-018	\$ 139.55
003-194-001	\$ 111.61	038-203-008	\$ 353.75	003-423-002	\$ 110.88
003-173-011	\$ 311.26	003-393-012	\$ 131.50	003-183-025	\$ 442.43
003-173-014	\$ 238.70	003-465-002	\$ 117.52	003-423-009	\$ 110.77
003-130-020	\$ 315.43	003-410-017	\$ 120.04	003-146-012	\$ 129.59
003-442-017	\$ 104.86	003-421-008	\$ 131.91	003-512-010	\$ 125.77
003-424-022	\$ 92.58	003-445-003	\$ 447.65	038-180-039	\$ 114.31
003-271-002	\$ 342.85	003-441-020	\$ 129.59	003-441-011	\$ 120.00
003-464-001	\$ 222.65	003-230-019	\$ 104.86	003-404-001	\$ 318.63
038-180-031	\$ 118.13	003-146-014	\$ 135.32	003-492-058	\$ 133.41
003-160-041	\$ 362.90	038-205-014	\$ 127.68	003-341-017	\$ 133.41
003-492-006	\$ 169.71	038-205-013	\$ 107.56	003-152-010	\$ 126.00
003-273-001	\$ 291.63	003-193-007	\$ 174.23	038-201-008	\$ 111.61
003-380-026	\$ 160.15	003-193-008	\$ 244.08	003-462-012	\$ 198.35
003-342-023	\$ 122.13	003-402-009	\$ 120.78	003-171-020	\$ 256.22
003-444-001	\$ 523.01	003-272-003	\$ 206.40	030-371-002	\$ 357.75

Parcel Number	AMOUNT DUE				
003-160-044	\$ 134.84	003-471-017	\$	341.32	038-180-001 \$ 449.22
003-442-012	\$ 427.24	003-474-002	\$	119.88	003-463-004 \$ 218.69
003-154-002	\$ 130.00	003-204-008	\$	935.43	038-190-049 \$ 335.93
003-144-003	\$ 102.16	003-410-042	\$	1,944.65	003-445-008 \$ 614.25
038-190-025	\$ 114.31	003-242-016	\$	182.79	003-146-001 \$ 183.48
003-422-013	\$ 123.85	003-395-003	\$	246.50	003-202-015 \$ 120.38
003-424-014	\$ 118.13	003-464-005	\$	202.97	003-370-039 \$ 396.49
038-203-007	\$ 116.22	003-466-008	\$	121.95	003-130-170 \$ 114.31
038-204-006	\$ 255.19	003-380-001	\$	287.99	003-282-002 \$ 671.82
038-204-001	\$ 162.06	038-190-021	\$	214.58	003-154-010 \$ 285.68
003-466-009	\$ 206.69	003-141-009	\$	187.31	003-410-031 \$ 411.34
003-423-013	\$ 112.96	003-492-035	\$	107.56	003-130-016 \$ 178.82
003-171-001	\$ 158.69	003-501-017	\$	102.94	003-466-004 \$ 280.09
003-275-001	\$ 105.93	038-202-002	\$	243.71	003-391-002 \$ 389.27
003-405-006	\$ 404.61	030-392-005	\$	271.76	003-130-010 \$ 195.00
003-445-001	\$ 143.37	003-424-029	\$	210.22	003-524-018 \$ 127.20
003-146-018	\$ 95.41	003-276-001	\$	152.02	003-503-022 \$ 232.11
003-480-045	\$ 115.38	003-475-014	\$	152.04	003-450-014 \$ 316.16
003-183-040	\$ 124.60	003-441-014	\$	316.67	038-190-004 \$ 404.05
003-441-008	\$ 159.71	003-471-007	\$	265.71	003-153-007 \$ 113.46
030-371-010	\$ 144.91	038-205-014	\$	260.56	003-402-002 \$ 107.53
003-193-009	\$ 131.88	003-480-036	\$	415.96	003-341-029 \$ 344.46
003-155-002	\$ 127.68	003-160-036	\$	97.91	003-341-002 \$ 266.03
003-380-004	\$ 221.27	003-242-014	\$	433.62	003-151-008 \$ 152.27
003-471-020	\$ 209.10	003-341-007	\$	95.15	038-205-005 \$ 692.25
003-410-032	\$ 230.82	038-190-026	\$	305.02	003-480-040 \$ 131.91
003-272-020	\$ 125.77	038-190-019	\$	226.02	003-502-008 \$ 114.84
003-471-014	\$ 111.33	003-151-013	\$	229.41	003-503-026 \$ 121.93
003-144-008	\$ 103.51	003-272-014	\$	252.72	003-173-010 \$ 99.46
003-472-011	\$ 493.63	003-241-023	\$	467.15	003-403-020 \$ 124.87
003-511-008	\$ 255.36	003-471-019	\$	362.69	003-523-011 \$ 338.54
003-423-011	\$ 156.33	038-190-012	\$	339.31	003-492-017 \$ 141.46
003-173-013	\$ 372.86	003-441-016	\$	123.86	003-341-032 \$ 94.97
003-442-004	\$ 327.29	003-473-010	\$	139.14	003-282-017 \$ 283.40
038-202-013	\$ 338.65	003-473-008	\$	257.27	003-204-009 \$ 118.46
003-230-017	\$ 209.81	003-480-034	\$	94.79	030-371-004 \$ 90.24
003-380-009	\$ 344.91	038-202-006	\$	110.26	003-501-012 \$ 397.62
003-182-062	\$ 131.50	003-404-009	\$	436.85	003-393-005 \$ 236.15
003-474-022	\$ 125.77	030-361-006	\$	132.15	
003-521-003	\$ 174.57	003-474-017	\$	192.23	
003-511-010	\$ 107.56	003-524-007	\$	387.52	
030-381-011	\$ 114.31	003-523-012	\$	230.63	
003-450-008	\$ 128.09	030-391-011	\$	188.12	
003-276-002	\$ 115.38	038-201-007	\$	248.37	
003-202-004	\$ 332.81	003-130-024	\$	331.85	
003-360-002	\$ 173.52	003-511-002	\$	246.47	

Parcel Number	AMOUNT DUE	Parcel Number	AMOUNT DUE	Parcel Number	AMOUNT DUE
003-492-020	\$ 639.59	003-441-002	\$ 133.41	003-424-028	\$ 300.33
003-492-030	\$ 251.69	003-342-017	\$ 238.63	003-130-019	\$ 123.48
003-222-023	\$ 213.87	003-516-009	\$ 129.72	030-371-005	\$ 198.64
003-182-069	\$ 2,290.01	003-501-024	\$ 160.01	003-474-008	\$ 118.87
038-203-012	\$ 261.09	003-193-001	\$ 112.96	003-450-007	\$ 310.53
003-272-010	\$ 403.08	003-491-004	\$ 123.48	003-223-003	\$ 191.12
003-421-013	\$ 201.62	003-492-054	\$ 395.72	003-360-023	\$ 245.45
030-392-008	\$ 96.76	003-473-013	\$ 229.22	003-501-018	\$ 170.44
003-146-005	\$ 114.31	030-371-009	\$ 608.21	003-441-006	\$ 416.06
003-152-013	\$ 90.71	003-492-056	\$ 108.41	038-180-028	\$ 144.87
003-501-003	\$ 287.07	038-190-024	\$ 106.21	003-160-060	\$ 104.86
003-512-011	\$ 408.35	003-514-003	\$ 126.62	003-160-014	\$ 249.65
038-180-040	\$ 181.16	003-424-003	\$ 124.68	003-445-007	\$ 120.04
038-190-018	\$ 276.90	003-380-025	\$ 312.66	003-392-005	\$ 168.20
003-410-015	\$ 391.11	003-422-018	\$ 261.84	038-204-004	\$ 150.60
030-391-001	\$ 99.14	003-142-013	\$ 282.21	003-402-022	\$ 96.76
003-175-050	\$ 110.26	003-462-001	\$ 109.96	003-473-015	\$ 144.13
003-402-024	\$ 158.80	003-403-018	\$ 146.78	003-492-026	\$ 125.77
003-424-021	\$ 137.64	003-172-019	\$ 239.29	003-430-013	\$ 301.05
003-492-031	\$ 361.13	003-424-010	\$ 267.41	003-183-050	\$ 100.81
038-201-016	\$ 121.95	003-491-007	\$ 356.59	003-492-019	\$ 137.23
038-201-006	\$ 392.69	030-391-003	\$ 111.61	003-463-009	\$ 101.08
003-243-008	\$ 348.92	003-242-004	\$ 258.56	003-221-006	\$ 117.69
003-410-006	\$ 245.92	030-371-007	\$ 110.26	003-424-024	\$ 143.12
003-501-034	\$ 264.85	003-272-015	\$ 96.76	030-381-007	\$ 252.85
003-424-026	\$ 328.83	003-491-006	\$ 207.02	003-360-010	\$ 86.01
003-281-008	\$ 377.92	003-424-025	\$ 127.83	003-514-002	\$ 433.89
003-370-026	\$ 158.65	003-492-053	\$ 131.50	003-462-009	\$ 112.96
030-361-010	\$ 189.83	003-503-025	\$ 147.87	003-141-006	\$ 106.72
003-201-015	\$ 346.56	030-361-028	\$ 147.69	003-516-006	\$ 107.56
003-203-011	\$ 823.05	003-441-017	\$ 508.82	003-503-018	\$ 139.55
003-194-001	\$ 111.61	038-203-008	\$ 353.75	003-423-002	\$ 110.88
003-173-011	\$ 311.26	003-393-012	\$ 131.50	003-183-025	\$ 442.43
003-173-014	\$ 238.70	003-465-002	\$ 117.52	003-423-009	\$ 110.77
003-130.020	\$ 315.43	003-410-017	\$ 120.04	003-146-012	\$ 129.59
003-442-017	\$ 104.86	003-421-008	\$ 131.91	003-512-010	\$ 125.77
003-424-022	\$ 92.58	003-445-003	\$ 447.65	038-180-039	\$ 114.31
003-271-002	\$ 342.85	003-441-020	\$ 129.59	003-441-011	\$ 120.00
003-464-001	\$ 222.65	003-230-019	\$ 104.86	003-404-001	\$ 318.63
038-180-031	\$ 118.13	003-146-014	\$ 135.32	003-492-058	\$ 133.41
003-160-041	\$ 362.90	038-205-014	\$ 127.68	003-341-017	\$ 133.41
003-492-006	\$ 169.71	038-205-013	\$ 107.56	003-152-010	\$ 126.00
003-273-001	\$ 291.63	003-193-007	\$ 174.23	038-201-008	\$ 111.61
003-380-026	\$ 160.15	003-193-008	\$ 244.08	003-462-012	\$ 198.35
003-342-023	\$ 122.13	003-402-009	\$ 120.78	003-171-020	\$ 256.22
003-444-001	\$ 523.01	003-272-003	\$ 206.40	030-371-002	\$ 357.75

Parcel Number	AMOUNT DUE	Parcel Number	AMOUNT DUE	Parcel Number	AMOUNT DUE
003-160-044	\$ 134.84	003-471-017	\$ 341.32	038-180-001	\$ 449.22
003-442-012	\$ 427.24	003-474-002	\$ 119.88	003-463-004	\$ 218.69
003-154-002	\$ 130.00	003-204-008	\$ 935.43	038-190-049	\$ 335.93
003-144-003	\$ 102.16	003-410-042	\$ 1,944.65	003-445-008	\$ 614.25
038-190-025	\$ 114.31	003-242-016	\$ 182.79	003-146-001	\$ 183.48
003-422-013	\$ 123.85	003-395-003	\$ 246.50	003-202-015	\$ 120.38
003-424-014	\$ 118.13	003-464-005	\$ 202.97	003-370-039	\$ 396.49
038-203-007	\$ 116.22	003-466-008	\$ 121.95	003-130-170	\$ 114.31
038-204-006	\$ 255.19	003-380-001	\$ 287.99	003-282-002	\$ 671.82
038-204-001	\$ 162.06	038-190-021	\$ 214.58	003-154-010	\$ 285.68
003-466-009	\$ 206.69	003-141-009	\$ 187.31	003-410-031	\$ 411.34
003-423-013	\$ 112.96	003-492-035	\$ 107.56	003-130-016	\$ 178.82
003-171-001	\$ 158.69	003-501-017	\$ 102.94	003-466-004	\$ 280.09
003-275-001	\$ 105.93	038-202-002	\$ 243.71	003-391-002	\$ 389.27
003-405-006	\$ 404.61	030-392-005	\$ 271.76	003-130-010	\$ 195.00
003-445-001	\$ 143.37	003-424-029	\$ 210.22	003-524-018	\$ 127.20
003-146-018	\$ 95.41	003-276-001	\$ 152.02	003-503-022	\$ 232.11
003-480-045	\$ 115.38	003-475-014	\$ 152.04	003-450-014	\$ 316.16
003-183-040	\$ 124.60	003-441-014	\$ 316.67	038-190-004	\$ 404.05
003-441-008	\$ 159.71	003-471-007	\$ 265.71	003-153-007	\$ 113.46
030-371-010	\$ 144.91	038-205-014	\$ 260.56	003-402-002	\$ 107.53
003-193-009	\$ 131.88	003-480-036	\$ 415.96	003-341-029	\$ 344.46
003-155-002	\$ 127.68	003-160-036	\$ 97.91	003-341-002	\$ 266.03
003-380-004	\$ 221.27	003-242-014	\$ 433.62	003-151-008	\$ 152.27
003-471-020	\$ 209.10	003-341-007	\$ 95.15	038-205-005	\$ 692.25
003-410-032	\$ 230.82	038-190-026	\$ 305.02	003-480-040	\$ 131.91
003-272-020	\$ 125.77	038-190-019	\$ 226.02	003-502-008	\$ 114.84
003-471-014	\$ 111.33	003-151-013	\$ 229.41	003-503-026	\$ 121.93
003-144-008	\$ 103.51	003-272-014	\$ 252.72	003-173-010	\$ 99.46
003-472-011	\$ 493.63	003-241-023	\$ 467.15	003-403-020	\$ 124.87
003-511-008	\$ 255.36	003-471-019	\$ 362.69	003-523-011	\$ 338.54
003-423-011	\$ 156.33	038-190-012	\$ 339.31	003-492-017	\$ 141.46
003-173-013	\$ 372.86	003-441-016	\$ 123.86	003-341-032	\$ 94.97
003-442-004	\$ 327.29	003-473-010	\$ 139.14	003-282-017	\$ 283.40
038-202-013	\$ 338.65	003-473-008	\$ 257.27	003-204-009	\$ 118.46
003-230-017	\$ 209.81	003-480-034	\$ 94.79	030-371-004	\$ 90.24
003-380-009	\$ 344.91	038-202-006	\$ 110.26	003-501-012	\$ 397.62
003-182-062	\$ 131.50	003-404-009	\$ 436.85	003-393-005	\$ 236.15
003-474-022	\$ 125.77	030-361-006	\$ 132.15		
003-521-003	\$ 174.57	003-474-017	\$ 192.23		
003-511-010	\$ 107.56	003-524-007	\$ 387.52		
030-381-011	\$ 114.31	003-523-012	\$ 230.63		
003-450-008	\$ 128.09	030-391-011	\$ 188.12		
003-276-002	\$ 115.38	038-201-007	\$ 248.37		
003-202-004	\$ 332.81	003-130-024	\$ 331.85		
003-360-002	\$ 173.52	003-511-002	\$ 246.47		



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: July 25, 2014  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Aaron McAlister, Fire Chief  
SUBJECT: FEMA Assistance to Firefighter Grant Program- Regional Communications

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**RECOMMENDATION:**

Adopt resolution accepting a grant from FEMA in the amount of \$658,938.00 with matching funds in the amount of \$73,215.00 for a total project cost of \$732,153.00, adding Fund 258 FEMA Communications Grant (to account for the grant), and authorizing budget adjustments in the amount of \$732,153.00 in Grant Revenues, and \$715,786.00 in expenditures for Fund 258.

**BACKGROUND:**

In 2013 the Winters Fire Department identified the replacement of communications equipment as a critical need. The mobile and portable radios used by the department are in excess of 15 years old and are non-compliant with the P25 standard.

In addition to the non-compliant P25 issue, the Winters Fire Department does not currently have capability to communicate with the City of Davis, UC Davis, West Sacramento, Vacaville or Fairfield. These agencies utilize the 800 MHZ radio system. The solution is to acquire new radios with “dual band” capabilities. They will have both VHF capabilities and 800 MHZ capabilities in the same unit.

Together, with regional partners; City of Davis, City of West Sacramento, City of Dixon and the Yolo Fire District, an application was filed with the FEMA Assistance to Firefighters grant program. In July 2014 we learned our application was selected for an award. The official FEMA

award letter has been attached to this staff report as an exhibit. The narrative from the original grant application has also been attached for reference.

For this project, the City of Winters will serve as the “host agency” for the regional grant. Winters was the applicant agency and will serve as the purchasing authority for the equipment. Each partner will be responsible for the 10 percent match of their equipment. The breakdown is as follows:

AGENCY	EQUIPMENT COST	TAX	EST. SHARE 10%	TOTAL COST
Winters FD	\$152,255.16	\$11,419.14	\$16,367.43	\$163,674.30
Dixon FD	\$169,242.00	\$12,904.70	\$18,214.67	\$182,146.70
West Sac FD	\$73,752.40	\$5,900.19	\$7,965.26	\$79,652.59
Yolo FD	\$140,902.92	\$10,567.72	\$15,147.06	\$151,470.64
Davis FD	\$137,029.20	\$10,962.34	\$14,799.15	\$147,991.54
<b>Sub-Total</b>				<b>\$724,935.77</b>
<b>Contingency</b>				<b>\$7217.23</b>
<b>Project Total:</b>				<b>\$732,153.00</b>

The costs above are estimates and could vary depending on various factors including; competitive bidding, shipping and quantity adjustments. However, the total project will stay within the \$732,153.00 ceiling.

**FISCAL IMPACT:**

Staff recommends council accept this award and allocate matching funds in the amount of \$16,367.43 from the equipment replacement funds for the Winters share of this project. Due to Winters being the host agency, the total project costs of \$732,153.00 will appear in the budget for accounting purposes.

**ATTACHMENTS:**

1. Resolution
2. FEMA Award Letter
3. FEMA Application Narrative

Resolution No. 2014-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING A GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN THE AMOUNT OF \$658,938.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$73,215.00, FOR A TOTAL PROJECT COST OF \$732,153.00, ADDING FUND 258 FEMA COMMUNICATIONS GRANT (TO ACCOUNT FOR THE GRANT), AND AUTHORIZING BUDGET ADJUSTMENTS IN THE AMOUNT OF \$732,153.00 IN GRANT REVENUES, AND \$715,786.00 IN EXPENDITURES FOR FUND 258

WHEREAS, the City of Winters has identified a critical need for communications equipment; and

WHEREAS, the Fire Department identified the Cities of Davis, West Sacramento, and Dixon, and the Yolo Fire District, as regional partners also in need of communications equipment; and

WHEREAS, the Winters Fire Department applied for a regional grant to FEMA in 2013; and

WHEREAS, the Winter's Fire Department's application was successful.

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

1. That Council agrees to accept the FEMA Assistance to Firefighters Grant for communications equipment; and
2. That as the host agency, the FY 2014-15 budget will reflect the total cost of the project, \$732,153.00 for Fund 258 FEMA Communication Grant; and
3. That funds for Winters portion of the project match, \$16,367.43, will come from equipment replacement funds.

BE IT FURTHER RESOLVED that John Donlevy, City Manager is authorized to sign and execute said agreement and any amendments on behalf of the City of Winters.

DULY AND REGULARLY ADOPTED this 5th day of August, 2014 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

CITY OF WINTERS

\_\_\_\_\_  
Cecilia Aguiar Curry, Mayor

ATTEST:

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

## Award Package

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U.S. Department of Homeland Security  
Washington, D.C. 20472



# FEMA

Mr. Aaron Mcalister  
Winters Fire Department  
700 Main Street  
Winters, California 95694-1689

Re: Grant No.EMW-2013-FR-00401

Dear Mr. Mcalister:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$732,153.00. The Federal share is 90 percent or \$658,938.00 of the approved amount and your share of the costs is 10 percent or \$73,215.00.

**Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system.** Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

Brian E. Kamoie  
Assistant Administrator  
Grant Programs Directorate



Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION  
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM  
Application**

**INSTRUMENT:** GRANT  
**AGREEMENT NUMBER:** EMW-2013-FR-00401  
**GRANTEE:** Winters Fire Department  
**AMOUNT:** \$732,153.00, Operations and Safety

**Project Description**

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The recipient shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application narrative. These sections of the application are made a part of these grant agreement articles by reference. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

**Grantee Concurrence**

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the recipient accepts and agrees to abide by the terms and conditions of the grant as set forth in this document. Recipients agree that they will use the funds provided through the Fiscal Year 2013 Assistance to Firefighters grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2013 Assistance to Firefighters program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

**Period of Performance**

24-JUN-14 to 23-JUN-15

**Amount Awarded**

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$671,700.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$60,453.00
Indirect Charges	\$0.00
Total	\$732,153.00

**NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)**

This grant includes an activity (Modification to Facility, Equipment or a component in the Wellness and Fitness Activity) that may require an EHP review). Please go to Agreement Article XXVII of the award package, and comply with the instructions to access and submit your Environmental Planning and Historic Preservation Screening form.

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:  
Earl Davis  
Earl.Davis@dhs.gov

**System for Award Management (SAM)**

**Prior to requesting federal funds, all recipients are required to register their entity information in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

**FEMA Officials**

**Program Officer:** The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

**Grants Assistance Officer:** The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

**Grants Operations POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)**

This grant includes an activity (Modification to Facility, Equipment or a component in the Wellness and Fitness Activity) that may require an EHP review). Please go to Agreement Article XXVII of the award package, and comply with the instructions to access and submit your Environmental Planning and Historic Preservation Screening form.

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:  
Earl Davis  
Earl.Davis@dhs.gov



Agreement Articles



**FEMA**

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**

**ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety**

**GRANTEE: Winters Fire Department**

**PROGRAM: Operations and Safety**

**AGREEMENT NUMBER: EMW-2013-FR-00401**

**AMENDMENT NUMBER:**

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Article XXVIII	Vehicle Awards

### **Article I - Administrative Requirements**

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

### **Article II - Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

### **Article III - Financial Reporting**

Recipients will be required to submit a semi-annual Federal Financial Report (FFR), Standard Form (SF-425) through the AFG online e-grant system. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR is due semi-annually based on the calendar year beginning with the period after the award is made. Recipients are required to submit an FFR throughout the entire period of performance of the grant. The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 31). At the end of the grant's period of performance, all recipients are required to produce a final report on how the grant funding was used and the benefits realized from the award. Recipients must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

### **Article IV - GPD - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

### **Article V - GPD - Drug-Free Workplace Regulations**

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR3001.

#### **Article VI - Fly America Act of 1974**

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.- 4 -§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article VII - Activities Conducted Abroad**

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VIII - Acknowledgement of Federal Funding from DHS**

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article IX - Copyright**

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

#### **Article X - Use of DHS Seal, Logo and Flags**

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XI - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the

grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

#### **Article XII - Civil Rights Act of 1964**

Recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article XIII - Civil Right Act of 1968**

All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### **Article XIV - Americans with Disabilities Act of 1990**

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

#### **Article XV - Age Discrimination Act of 1975**

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article XVI - Title IX of the Education Amendments of 1972**

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

#### **Article XVII - Rehabilitation Act of 1973**

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XVIII - Limited English Proficiency**

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of

limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

#### **Article XIX - Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

#### **Article XX - Clean Air Act of 1970 and Clean Water Act of 1977**

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

#### **Article XXI - Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

#### **Article XXII - National Environmental Policy Act (NEPA) of 1969**

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

#### **Article XXIII - National Flood Insurance Act of 1968**

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44CFR Part 63.

#### **Article XXIV - Flood Disaster Protection Act of 1973**

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased

within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

#### **Article XXV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

#### **Article XXVI - USA Patriot Act of 2001**

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

#### **Article XXVII - Environmental Planning and Historic Preservation Screening**

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency- website at: <https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

#### **Article XXVIII - Vehicle Awards**

If awarded any AFG vehicle grant, you must obtain a vehicle purchase contract from the vendor or manufacturer and send it by e-mail to your AFG Regional Representative. A list of the AFG Regional Representatives and their contact information can be found on the AFG website at <http://www.fema.gov/fire-grant-contact-information>.

The grantee must include in their vehicle purchase contract specific performance requirements and penalties (penalty clause) for noncompliance with the requirements. The clause should specify a delivery date for the vehicle under contract and include a provision for a penalty for non-delivery on the specified date. Non-delivery by the contract's guaranteed date should require a penalty for non-performance of at least \$100 per day until the date that the vehicle is delivered.

It is recommended that any department/organization that will advance their own local funds to their vendor prior to receipt of the vehicle obtain a performance bond. The bond may be obtained through the vendor or a local bank.

It is required that any department/organization that will advance of Federal funds to their vendor prior to receipt of the vehicle obtain a prepayment bond. A prepayment bond may be obtained through your bank or the vendor. The cost for the bond may be included in the grant.

Grantees that fail to comply with these requirements--fail to provide the AFG with a copy of the vehicle purchase contract, or fail to obtain the necessary prepayment bond - will not be eligible for an extension of the grant's period of performance.

If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

<b>1a. AGREEMENT NO.</b> EMW-2013-FR-00401	<b>2. AMENDMENT NO.</b> 0	<b>3. RECIPIENT NO.</b> 94-6000457	<b>4. TYPE OF ACTION</b> AWARD	<b>5. CONTROL NO.</b> W518706N
<b>6. RECIPIENT NAME AND ADDRESS</b> Winters Fire Department 700 Main Street Winters California, 95694-1689	<b>7. ISSUING OFFICE AND ADDRESS</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega		<b>8. PAYMENT OFFICE AND ADDRESS</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472	
<b>9. NAME OF RECIPIENT PROJECT OFFICER</b> Aaron Mcallister	<b>PHONE NO.</b> 5307954131	<b>10. NAME OF PROJECT COORDINATOR</b> Catherine Patterson	<b>PHONE NO.</b> 1-866-274-0960	
<b>11. EFFECTIVE DATE OF THIS ACTION</b> 24-JUN-14	<b>12. METHOD OF PAYMENT</b> SF-270	<b>13. ASSISTANCE ARRANGEMENT</b> Cost Sharing	<b>14. PERFORMANCE PERIOD</b> From:24-JUN-14 To:23-JUN-15  Budget Period From:05-MAR-14 To:30-SEP-14	

**15. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2014-M3-C111-P4310000-4101-D	\$0.00	\$658,938.00	\$658,938.00	\$73,215.00
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$658,938.00</b>	<b>\$658,938.00</b>	<b>\$73,215.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

**16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

**16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN**

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

**17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)**  
N/A

**DATE**  
N/A

**18. FEMA SIGNATORY OFFICIAL (Name and Title)**  
Rosalie Vega

**DATE**  
23-JUN-14

Go Back

**Regional Equipment - Narrative**

\* Section # 1 Project Description: In the space provided below include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. \*3000 characters

Fire agencies within Yolo County have conducted a needs assessment and determined that replacement of non-compliant radio equipment and achieving interoperability is the highest priority for us because we are having issues on every run whether it's one of us responding on a single unit call or a major fire where anywhere from 2-4 of us could be coming. Currently Winters and Yolo operate on VHF while Dixon, Davis, and West Sacramento all operate on 800Mhz under normal conditions but because of decreased staffing issues we are working together more regularly which is where the difficulties started entering. The VHF side didn't have enough radios on 800Mhz to use that side, and at the same time the 800Mhz side doesn't have enough VHF radios. This is a situation we need to address because it's the very definition of interoperability. On both sides neither set of radios are P25 compliant so they need to be replaced to achieve compliance.

In addition to having frequency/signal disparity the current inventory of radios within the partner agencies is significantly limited to 1 or 1 radios per apparatus and does not allow sufficient means of communication since we can't assign 1 to every 2 firefighter team. In addition we are using a rainbow of manufacturers which are over 15 years old which has led to more than one of us having radio failures on scenes and being stuck unable to communicate in a situation that they really needed.

In order to do this Dixon, Yolo, and Winters are going to purchase dual-band portable radios so that they can access both VHF and 800Mhz while Davis and West Sacramento just need to upgrade their radios on 800Mhz because of their age and P25 compliance. In order to make this happen our proposal is to purchase:

76 dual-band portable radios including chargers & speaker mics @ \$5,100ea  
 45 single band 800Mhz portable radios including chargers & speaker mics @ \$4,500ea  
 3 dual-band base station radios w/install, cabling, antenna @ \$5,600ea  
 15 single band 800Mhz mobile radios @ \$4,000ea  
 6 multi-bank portable radio chargers @ 800ea

This gives us a total project cost of \$732,153 including the required 9% CA State Sales tax, for which we are requesting \$658,938 in federal assistance to become compliant with APCO P25, NFPA 1500, 1221, 1720, and 1802.

\* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. \*3000 characters

Due to narrow-banding, agencies have substantially reduced the number of portable radios available to firefighters and several seated positions do not have a portable radio. A lack of having proper communication equipment has caused multiple occasions where personnel could not communicate emergency traffic to the Incident Commander during an emergency. Communication issues are always stated as the number one issue in fire fatality/accident reports. Firefighters on the fire ground need to have communications at all times in order to be accountable, updated on safety issues and communicate emergency traffic. A piecemeal approach to replacing the portable radios as they fail is not a viable option because we would have a lack of interoperability within our own departments let alone with each other.

The agencies participating in this grant do not have the funds to complete this project in order to be narrow-band compliant, provide for safe communications and facilitate for interoperability between participating agencies within Yolo County. The agencies participating in the regional grant can support the matching 10% funds, and is asking for portable radios based on seated positions in apparatus operated within their organization. Funding this communication grant would enable partner agencies to include enough portable

radios per seated positions on all front line apparatus. It will also bring the participating agencies into 100% compliance with FCC regulations and narrow-banding requirements.

The radios purchased will be P-25 compliant, and will maintain our compliance with the Statewide Communications Interoperability Plan (SCIP). The aforementioned quantity is consistent with full staffing levels for all first line apparatus of the regional partners. Additionally personnel will be trained by a vendor on the how to use the software to program the portable radios. Once that is complete, individuals will return to their agencies and program the portable radios and place them into service. This training will also allow them to make changes and corrections to frequency loads and radio configurations, and allow us to handle minor issues with the radios ourselves to keep ongoing costs down.

\* Section # 3 Statement of Effect: How would this award affect the daily operations of your department (i.e., describe how frequently the equipment will be used or what the benefits will provide the personnel in your department)? How would this award affect your department's ability to protect lives and property in your community? ~3000 characters

Funding of this grant will drastically enhance the interoperability, safety, and efficiency of the daily operations of each and every department apart of this regional grant. Communications is a big part of safety and wellness to the firefighters who serve the citizens and communities they serve. This grant will provide funding that directly benefits all the citizens we serve, including tourists, residents, and those that commute to work in our area. We believe the most important aspect of this grant is seamless communications between all firefighters both inter- and intra-agency. The infrastructure has been put into place to be compliant with SCIP and the FCC Narrow Band mandate, but our radios are not upgradeable. This grant proposal is for the only possible solution to provide seamless radio communications in the communities we serve.

Fires for the last 50+ years have been fought using portable radios as a tool to keep firefighters safe, and without this funding we won't be able to put our 10% match towards enough radios to outfit our crews for that very purpose. We don't want to suffer a loss like that again nor do we wish to reduce our response capabilities to the public during fires, but without a way to communicate with our crews and comply with Incident Command requirements we will have no option but to resort to defensive operations on fires until we can get enough apparatus to a scene to hand over radios to interior crews. Our call volumes won't allow for that waste of resources to happen, so there is no project we can make a request for that will keep our operations flowing smoothly like this one can.

There is no doubt that these radios will be used on every run. With the economy of scale in mind, the greater the area affected the greater the improvement. None of us are on an island so the only common sense solution that was going to be cost-effective was to create this application as a group. This was the only way to reflect the Department of Homeland Security's (DHS) overall investment strategy priorities. These priorities include:

1. Enhancing National Capabilities – meeting one of the National Priorities established under the Homeland Security Presidential Directive – 8 National Preparedness Goal by Strengthening Interoperable Communications Capabilities.
2. Risk Based Prioritization – this grant will assist in moving Regional Partners closer to cost-effective sustainable and interoperable communications systems with seamless integration into the existing communications infrastructure.
3. Interoperability- This funding will continue to enhance regional interoperability, consistent with the California State Communications Interoperability Plan (SCIP).

The safety of our personnel and our communities is at risk if we are not able to bring this project to fruition, and that is our sole reason for making this request in this fashion.

We thank you for any consideration that you can give to our request.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 4, 2014  
**FROM:** John W. Donlevy, Jr., City Manager *JWD*  
**SUBJECT:** Pool Maintenance and Operations

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**RECOMMENDATION:**

That the City Council receive a presentation on maintenance and operational efforts at the Bobbie Greenwood Swim Complex.

**BACKGROUND:**

At the June 17, 2014, the City Council requested that Staff provide an update on the maintenance and operations status of the community swimming pool.

**DISCUSSION:**

**City Pool Maintenance:**

Since June 30, 2014, the City has assumed the day to day maintenance and operation duties for the Bobbie Greenwood Swim Complex. This includes the daily operational rounds, pool and chemical maintenance and the overall operation of the filtering equipment and facilities. Routine maintenance is being provided through a combination of City personnel and the lifeguards/pool staff at the facility.

A key aspect of the operation has included the use of an outside consultant to help in the monitoring of chemical levels within the pool. This has aided in the overall balancing of chemicals and the improvement of overall water quality and clarity.

**Pool Operations:**

Members of the City Pool Staff will be in attendance at the meeting to provide an update on pool programming and utilization.

Additionally, an update on the Swim Team will be provided at the meeting.

**FISCAL IMPACT:**

None by this action.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 4, 2014  
**FROM:** Omar Herrera, Intern  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Financial Management and Administrative Services Procedures Manual Project

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**RECOMMENDATION:**

That the City Council receive a presentation and provide questions on the project.

**DISCUSSION:**

This Intern Project was to work with the finance department to create and update a City of Winters Finance Department Procedure Manual. This project is important because it is a step by step manual with valuable information on different sections or components that make up the operations of the Finance Department. This manual was created so that if someone in the finance department is unavailable, virtually anyone with some experience could follow the step by step instructions and fulfill the required tasks. It takes some time to fully complete this project because the finance department consists of many components. With this limited time, we have decided to focus on a few key procedures with the areas of accounts payable, cash receipts, utility billing and payroll.

Accounts payable consists of two things; check requests and purchase orders. The Finance Department deals with more purchase orders because of the importance it has the overall budget. As Staff, we knew how important the step by step process for accounts payable was. Taking notes was essential because then they would be typed out onto the document which would be step by step instructions on how to complete different tasks. For example, when dealing with invoices, which is quite often, one must separate the invoices into two piles. Those with purchase orders and those without purchase orders. On the document, after each major step Staff has incorporated screenshots. The screenshots serve the purpose so if the person using the manual gets confused; there is a visual to follow. Staff also decided to use visuals to make the manual as easy as possible to follow. If one does not have much experience in the Finance Department, many terms will be unfamiliar and difficult to understand. It is much easier to understand if there are constant visuals to support you along the process.

The next procedure focused on was cash receipting. A document that had already been started for cash receipts was reviewed and updated by the staff. Observing and careful note taking was also essential to this process in order to expand our knowledge. The old document was then update with the new information acquired. To make the steps easier we are also looking into providing screenshots for some of the more difficult steps. While observing the actual process there were many individual steps that are useful to the procedure manual and some of those steps were implemented as well. The steps in the manual have been done to be simple yet effective.

Utility billing is another component of the Finance Department that we have started building steps for. One of the key parts of utility billing are meter reads. Meter reads are done every month by Elliot Landes, the Water Meter Project Manager. Meter reads are important because they acquire water usage data and compare it to the previous read from last month. That comparison shows how much water a certain household or property has used. Once the data is acquire it is time to make, print and mail out the bills. Meter reads have been very important lately because of the drought this year and the City wants to have as accurate reads as possible. It was also quite fortunate that the staff had acquired a Water Metering System Manual because it is an important piece to add to the procedure manual.

The last component that the staff focused on during this time was payroll. Payroll is the total amount of wages and salaries paid by a company to its employees. Payroll is done every two weeks on Monday mornings, and like cash receipting, the process of payroll has several steps that must be followed carefully. Before payroll can start, every City of Winters employee must have their time sheets in because the information on the time sheets is what is added into the payroll system. Without this information or inaccurate information will alter the amount on ones pay. What the staff also decided to add to the payroll section is what needs to happen once the checks are out. The following day all checks are received and must be reported onto the system as well. One must prepare the journal entries for the general ledger. The general ledger is key because it holds the account information that is needed to prepare the financial statements.

The Finance Department procedure manual consists of many components but with the limited time we have we decide to focus on key components. Since there are so many components, this is a project that is very time consuming and requires a lot of help from the Finance Department. It is also difficult because the finance department has other issues to deal with every day and their time is limited. Even though this procedure manual will not be completely finished by the end of the internship, Staff feels that we have created a strong base for the project. It provides enough information and detail so that someone else has the proper tools to continue the procedure manual.

**FISCAL IMPACT:**

- Create an easy to follow procedure manual with step by step instructions that virtually anyone with some experience could understand
- The manual will allows the finance department to proceed if someone in the department is unavailable



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 4, 2014  
**FROM:** Sam Donlevy  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** City of Winters "Intranet" Project

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**RECOMMENDATION:**

That the City Council receive a presentation and provide questions on the project.

**DISCUSSION:**

A key project of the City's Internship Team this summer was to create an Intranet. An "intranet" is an internal file sharing library which can be accessed from anywhere. The intranet contains things such as building plans, as built plans, maintenance manuals, and much more. In itself, the intranet is a tool to access documents from anywhere at any time. In all, the intranet is a tool to save time and energy by being able to pull up a portable device such as a smart phone, laptop computer, or a tablet computer to access documents on the work site, rather than carrying around large binders or building plans. There are five major components that we focused on while building the intranet. Those are Water, Sewer, the Scada system, Facilities, and other operations.

For Water, Staff sought out to compile all the information we could about the wells that are currently in the City. Just as an example, Staff compiled all the information of Well 7. The information included the building that is housing the Well 7 pump, along with all the mechanical components of the well. Having all of this information is extremely important because it allows us to have access to all the documents regarding the well itself. If say a part breaks or we are going to add on to the well, we will have all of the information (manuals, plans and procedural documents) necessary at our fingertips at a moment's notice.

Another main focus of the intranet was to document all the information we have about the Sewer systems of the city. The information compiled dealt with the waste collection system, lift station facilities, and other operations. The point of collecting all of this information is to give staff the ability to check on and update all of the information that is going into the Sewer System itself. Staff will now

document all of this information for future references.

The Scada system is “a system operating with coded signals over communication channels so as to provide control of remote equipment” (Wikipedia). What makes the intranet so great is its ability to be accessed from anywhere. By being able to access the intranet, staff is able to access most remote functions dealing with things like wells, or sewer systems which can be accessed remotely and changed. By being able to access these things remotely, we are able to check on how things are running in town and get immediate updates based on how things are working. This is an amazing function that is truly cutting edge. Think of this example, Well 2 is malfunctioning and the chlorine levels are way too high. Staff is now able to remotely access it, turn it off, and then go make repairs before any damage can be done. This is one of the many things that the intranet allows us to do.

Within the intranet, staff will have access to the blueprints of certain facilities in the city of Winters. The goal of this is to be able to quickly and easily access blueprints of city owned buildings. This is done to reduce clutter and to more easily find documents regarding city owned buildings.

Some of the operations we are looking to integrate into the intranet has to deal with mostly being able to remotely access things such as video cameras in or around certain City sites. This is done mostly for security purposes. Say you wanted to see what is going on at the Community Center. You would be able to do that and get a live feed of all of the things that are taking place there. The same exists for the Corp Yard, the Wells, and the Public Safety Facility.

This project was to create a City-wide library and file sharing system of information. In the time of the Internship, Staff was able to set a strong foundation for the Intranet. Not all things listed are currently on the intranet, but eventually will be in addition to many more features. The main purpose of what we have done is to set up a foundation to be built upon. In reality, the intranet will never be finished because it will constantly be updated.

**FISCAL IMPACT:**

- Create a way to access important documents from anywhere
- Reduce the time it takes to get a hold of important documents
- Costs to scan the documents that are on the intranet



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 4, 2014  
**FROM:** Jacob Lucero, Intern  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Community Development Handout Information

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**RECOMMENDATION:**

That the City Council receive a presentation and provide questions on the project.

**DISCUSSION:**

Community Development can be defined as a group of people working together to achieve a common goal for the community. This Department focuses on finding ways to improve communities while taking into account the economic opportunity, living conditions, public health and other forms of social welfare. It is of great importance to the Community Development Department that the public is aware of the development that is going on within the City. Public awareness means that not only will people have a say in the development; but there will also be less friction when development is going on if more people are aware of the changes which are occurring.

This Intern Project was to research new and improved ways of making the public aware of the development going on in the city. *Public Awareness of Development* can be split up into three subcomponents, *Community Development Information*, *Permitting and Access to Department Information*.

*Community Development Information* can be put into subcomponents. The first being *Upcoming Projects*, or the City's general plan for future development. The next would be *New Housing and Building Development*. Housing development information serves the convenience of allowing future home owners to see new housing being developed within the City, as well as inform the public of what land is being worked on and if it would cause any sort of conflict. The same goes for building development, which takes into account all the information the public,

would benefit knowing. All of the department information allows the public to have a more broad understanding of what is going on within the confines of their city.

Along side *Community Development Information* is *Permitting*. *Permitting* is the City's way of giving either a business or individual the "go ahead" to renovate or construct something new in the city. Permits can be placed into the subcomponents *Permits/Forms*, which then can be split into two more subcomponents *Housing/Business Renovation* and *City/Codes Regulations*. *Housing/Business Renovation* is split into subcomponents of *Renovation Guidelines*, *Safety Protocol*, *Sound Ordinance* and *Per-square foot*. Although they are different in technicality, both *Housing/Business Renovation* and *City Codes/Regulations* both serve the purpose of being a guideline for all those looking to develop.

With all this information, it is the responsibility of the Community Development Department to make the information more accessible to the Public. The Staff is responsibility was to research and apply new ways of making this information more accessible. We focused on looking at modern technological norms that are at the head of the social trends of our consumer society.

We broke it down into four subcomponents that I felt were the most ideal solution to making Community Development information more accessible to the Public. These four components are a *Website/Social Media* update, purchasing a *Television Display in front of City Hall*, an *Ipad for Permit/Form access*, and a *Poster Display of the City's General Plan/Ongoing Development*.

The Website update allows for individuals to have easier access to all information about ongoing development within the city. The current website is somewhat obsolete and difficult to work with, making it less appealing to the public to use it as a source of information. In our research, we found that almost all of the neighboring cities to Winters put a lot of focus on their websites and links on their websites to other forms of social media. An explanation to this is more than likely the recognition that social media is dominating our society very heavily.

According to a statistic taken by StatsBrain.com the percentage of people on any social network is 58% and of the percentage 56% are Facebook users. With this knowledge in mind, the staff decided to construct an Instagram for the City of Winters which allows the City to show off any ongoing projects or developments going on through photography. The Instagram was constructed in early June and since then has developed from zero to over forty followers. The link between the City's website and our social media must be appealing to the eye as well as easy to access in order for people to want to use our website as a source. In our research, we also found a website programming company known as *Transmute* out of Sacramento that worked with the well known Buckhorn Steakhouse to develop a new website and T.V. display that advertised their meals. If the City were to consider a T.V. and Ipad could serve as display for people to either access Forms/Permits (in PDF format), "How to" pamphlets, and to show people the ongoing development going on in the city. Of course with all this "new technology" there is a cost

Our recommendation is to invest in one or more of these items in order to provide more reliable and accessible information on development for the public.

- The poster display as well as the rotating display would be the most basic methods we could use to provide information and visuals to the public on ongoing development as well permits/forms they need in order develop or renovate. The Poster would be placed in the front of City Hall and would show a visual and information on an ongoing project while the rotating display for permits/forms would be placed near the entrance of City Hall. It would also be the most affordable.
- The website update however could on an estimate cost anywhere from \$2,000-\$4,000 (depending on the extent of the renovation). The results would be easier access to information on ongoing developmental projects that can be accessible by the public via Smartphone, Tablet, or Computer. It would also be a complete upgrade visually for those accessing the website.
- Visuals are what catch an individual's attention and make them focus on the information that goes with the visual itself. In a small town like Winters, the odds are that at some point in the day, you will notice our City Hall. That being said, the department would find it most suitable to take advantage of being a small community by placing a T.V. display in or near the front/inside the entrance of Winter's City Hall. This display could advertise and show clips of the ongoing projects and development within the city making it blatantly obvious to the public as to what is going on within our city.
- Along with the T.V. the department finds it necessary to invest in an Ipad that could be compatible with the Television. The Ipad could serve as a digital alternative to allow any individual looking to fill out a Permit/Form to do so on the Ipad through PDF format which can be sent via email or printed and turned in to the department for review. An estimate T.V./Ipad Display would cost at the most \$1,400. The estimated cost for both the T.V./Ipad and website update could potentially lead to a total of \$5,300 dollars.

**FISCAL IMPACT:**

Adopting a new method of getting information out to the public would:

- Allow easier access to information on forms, permits, development and ongoing projects
- Reduce friction with community members who would otherwise be ignorant to ongoing development/projects
- Allow the City to be on the same technological level as surrounding communities



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council  
**DATE:** August 5, 2014  
**FROM:** Nicole Martinez, Public Safety Intern  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Juvenile Diversion Program

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**RECOMMENDATION:**

That the City Council receive a presentation and provide questions on the project.

**DISCUSSION:**

The Juvenile Diversion Program is established to keep our public safe, handle juvenile situations, and help teens choose a better path. There will be two people who will be keeping this program running; the Chief and the SRO (School Recourse Officer). The program is designed for juvenile offenders; teens who have been caught stealing, fighting, possession of alcohol or drugs for the first time.

Once the juvenile has been arrested and his/her personal information has been taken, we send a letter to their parents/guardians to notify them that there will be a meeting at the Winters P.D. for their child's arrest. Both the parent and the juvenile must be present during this meeting. The SRO will explain that this program is completely voluntary; offenders may choose to be in the diversion program, which will last 6 months or the case can be sent to juvenile probation where an appearance in court will be scheduled. The Juvenile Diversion program is free, and provides juveniles with a second chance. We're here to avert the consequences of a criminal conviction to a juvenile by offering an alternative to juvenile court.

There are four main key components that make this program. The first one is *Maintaining the Suspension*. By doing so you must avoid getting in trouble with the law, avoid substance abuse and avoid confrontation. An example for avoiding these would be if a teen is addicted to smoking marijuana, we will provide help for the teen by sending them to a local drug counselor. Another example for avoiding confrontation; if Jimmy got in a fight with Johnny, Jimmy must stay away from Johnny till the end of his contract.

Our second component is *Community Service*. We have resources that are located in town and also out of town for juveniles who wish to work somewhere else. If they choose to work out of town they must have their own transportation. To keep track of their community service hours; they will be given a time sheet. All juveniles must have completed 40 hours by the end of their 6 months contract. The SRO will be meeting with the juvenile every 2 weeks to turn in their time sheet. If the juvenile fails to do so, 8 more hours will be added to their community service. So, instead of 40 hours, they will now have 48 hours. We do this to show them that we are serious, to teach them discipline and responsibility. Following with the community service is restitution. Juveniles must write an apology letter to the victim and pay for stolen or damaged items/property. The juvenile and victim must work something out; they can either pay full restitution immediately or can make payments every month. It is crucial that the restitution must be paid off within the 6 months. Anything past 6 months will be handled in court.

The third component is *Academics*. Juvenile are expected to write a 500 word essay in the beginning of the contract. The essay topics are based off what the juvenile was arrested for. Example: Cynthia was caught with possession of alcohol and is underage, so she will be writing about underage drinking. Juveniles will be given a due date for their assignments, if they fail to turn in the first essay, the contract is broken. We will be very strict on this, the reason why is because if they can't take time or effort to write an essay for us then they are not taking their offence seriously. We will not waste our time on juveniles who are not cooperative. The SRO will also check up on grades in school. Juveniles under contract must have or maintain a 2.0 GPA or above.

The fourth component is *Co-operation*. If the juvenile is uncooperative and doesn't follow the contract, they will be receiving a disposition letter. Once it is confirmed that the contract is over, their file will be sent over to Juvenile Probation. When Juvenile Probation has their file, it is completely in their hands. There will be a court date and possible sentencing which can include: fines, court fees, community service, drug testing, counseling, ankle monitoring, and a delay in driver's license issuance. Random property searches can also be held. Sentencing depends on the seriousness of the offense. After a court hearing the juvenile will have a permanent criminal record.

The Winters Police Department is progressively active to finding better ways to serve the Winters community with protection, safety, services and enforcement. Therefore, the School and Youth Resources Section is committed to develop and adapt according to the needs of the community for troubled youth and families.

**FISCAL IMPACT:**

None by this action.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 4, 2014  
**FROM:** Charlie Tschudin  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**SUBJECT:** City of Winters Noise Ordinance

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**RECOMMENDATION:**

That the City Council receive a presentation and provide questions on the project.

**BACKGROUND:**

Noise ordinances are designed to help manage the city or town's noise in a manner that it is still livable for the communities, but also to allow for economic and social growth. Sometimes in order to make the city or town more livable or to promote more effective growth, some of the key concepts in a noise ordinance need to be amended. There are various approaches to managing noise through the noise ordinance, cities can alter their measurable and subjective standards for noise (for which they have to take into account the existing ambient noise level), they can make amendments to their General Plan Noise Element, they can develop different means of enforcement and alter the subsequent penalties that arise from the enforcement of noise code violations, and they can employ a variety of noise lessening methods. These methods, and many more not mentioned, can affect the livability and growth a city or town experiences.

Throughout this report, Staff will be discussing the current state of the City of Winters existing noise ordinance. Staff will elaborate on the overly stringent policies being employed and demonstrate through example their incongruencies with the goals of a noise ordinance. Staff will further explain the argument by indicating what a successful noise ordinance for a city similar to Winters should exhibit.

**DISCUSSION:**

The two types of noise standards that help manage a city's noise levels are the measurable and subjective standards. Measurable standards are those that say something cannot be louder than "X" decibels at a distance of "Y"-feet from the source, subjective standards are those that don't have a finite decibel limit but those noises that are deemed "unreasonable" by a member of "normal sensitiveness" of the community. Often times when a violation of a subjective standard occurs, the police officer or noise control officer on the scene takes into consideration: if there is an "intent" to annoy or disturb, the intensity of the sound (the loudness), the pitch (whether high or low), the length or duration of the sound, the necessity of the noise (for example, whether it's from construction or a recreational activity), and the pre-existing ambient noise level.

Type of zone	Daytime	Nighttime
	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
Rural (OS)	50	40
Residential	50	45
Parks and recreation (P-R)	50	45
Commercial (C-1, C-2, NC, CH, CS)	63	45
Manufacturing/Industrial (M-1, M-2, PI)	73	70

Winters's current measurable noise standards dictate that a noise source cannot remain above 50 decibels in residential, rural, and parks and recreational areas, they cannot eclipse 63 decibels in commercial areas, and they cannot be raised of 73 decibels in industrial land uses. In any land use within the city, noise levels cannot be maintained for a duration of time longer than 5 minutes when their sound emitted is greater than the permissible decibel count.

Figure 1

The City of Winters, with reason to believe their current measurable standards were overly strict, conducted a small and informal study regarding measurable noise. A city intern was sent to various intersections, of various land uses and zoning, to measure the decibel count of that area for 5 minute periods of time. He then recorded his data and compared it to the city's measurable standards.

Figure 2.

Intersection/Street	Zone	Measurable Standard for Zone	Actual DB count measured	Difference
Dorsett Court	Residential	50	56	+6
Anderson/Apricot	Residential	50	59	+9
Second/Abbey	Residential	50	56	+6
Elliot/Main	Parks/Rec/ Residential	50	63	+13
Baker/First	Residential	50	61	+11
Buckhorn Grill	Residential	50	68	+18

Patio	Commercial	63	68	+5
Mariani Nut Factory	Industrial	73	73	0

To further the study, a city of comparable character to Winters (a population around 6,600, with an agricultural economic focus) with a successful Noise Ordinance and General Plan Noise Element was found. Gridley, CA is small farming town with a population slightly greater than Winters. Their noise ordinance is less stringent and if utilized by Winters would be both livable and be able to foster economic growth and their noise element puts forth guidelines for measurable standards.

The problem with Winters's noise ordinance is not that it does not do a good job of managing noise, it is that the ambient noise level is already too high (likely a result of the agricultural practices and cars) and the measurable standards are unrealistically low for there to be a successful combination of the two in the current environment. As stated in section 8.20.060 of the Winters Noise Ordinance, it is "unlawful for any person to willfully or negligently make or continue, or cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness", the intern who was responsible for recording the original sound recordings data (a person of "normal sensitiveness") did not describe any of the areas as disturbing, or annoyingly loud.

If this arises the problem; without amendment to the measurable standards, the two standards are incongruent and do not function together. To one portion of the document, a noise level is permissible and to another it is not. The subjective standards permit the existing noise levels while the measurable standards do not because the ambient noise level is already too high for the low measurable standards to be compatible. In raising the measurable standards to be similar to those of Gridley, CA, (as shown in figure 3) the City of Winters is only increasing the amount of "legal" noise in the City.

To clarify, the City is not proposing that an increase in the permissible decibel count will raise the overall volume levels or make the city anymore loud than it already is, but rather it will fix the incongruences between the noise levels permitted in the noise ordinance and the existing noise levels around the city. But if the Gridley, CA noise ordinance and noise element were used or something

Figure 3

Land Use Category	Community Noise Exposure Level (CNEL, dBA)			
	Normally Acceptable <sup>1</sup>	Conditionally Acceptable <sup>2</sup>	Normally Unacceptable <sup>3</sup>	Clearly Unacceptable <sup>4</sup>
Residential, schools, libraries, places of worship, nursing homes	<60	60-65	65-75	75+
Auditoriums, concert halls, amphitheaters		<70	70+	
Sports arena, outdoor spectator sports		<75	70+	
Playgrounds, parks	<70	67.5-75		75+
Golf courses, riding stables, water recreation, cemeteries	<70		70-80	80+
Retail, movie theaters, restaurants	<70	70-75	75-80	80+
Office building, business commercial, professional, lodging	<70	67.5-77.5	77.5+	
Industrial, manufacturing, utilities, agriculture	<75	70-80	80+	
Noise-sensitive manufacturing and communications	<55	55-70	70-80	80+

Notes: CNEL = community noise equivalent level; dBA = A-weighted decibel

<sup>1</sup> Specified land use is satisfactory, based upon the assumption that any buildings involved are of conventional construction, without any special noise insulation requirements.

<sup>2</sup> New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is completed and needed noise insulation features are included in the design. Conventional construction with closed windows and fresh air supply systems or air conditioning will normally suffice.

<sup>3</sup> New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be completed and needed noise insulation features must be included in the design. Outdoor areas must be shielded.

<sup>4</sup> New construction or development should generally not be undertaken.

similar, the recorded data from Winters (that was not described as bothersome) would all be permissible while not making the city any louder.

In revising the city noise ordinance, the City of Winters General Plan Noise Element would also have to be amended because they share the same graph as shown in Figure 1.

In addition to lowering the measurable standards, the City of Winters has found other means of noise mitigation within the city. Concepts as simple as better building through the means of “quiet asphalt”, where more rubber is added to the mixture before it is laid and makes less noise as cars travel over it, multi-paned windows to reduce noise from outside coming into the interior of houses, designating one street as a “high noise traffic corridor” which means anything level of noise up to a designated decibel count is permissible 24-hours a day, and the idea of separating noise-sensitive areas from nonsensitive areas all contribute to lessening noise. These ideas along with the lessening of the measurable standards will not only improve the noise ordinance, but also make the city more livable.

**FISCAL IMPACT:**

- The cost of doing a formal noise measurement study,
- The cost of doing a CEQA to acknowledge the noisier environment,
- The cost of conducting an EIR
- The cost of amending the General Plan and Noise Ordinance