



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, November 4, 2014
6:30 p.m.
AGENDA

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*

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, October 21, 2014 (pp 4-11)
- B. Street Closure Request and Amplified Sound Permit Application by Winters Chamber of Commerce for Friday, November 7th for a Street Festival Featuring Pikes Place Fish Throwers (pp 12-15)
- C. Forced Main Pigging (Cleaning) by Ryan Process (pp 16-24)

DISCUSSION ITEMS

1. Second Reading and Adoption of Ordinance 2014-05, an Ordinance of the City Council of the City of Winters Approving a Third Amendment to the Development Agreement By and Between the City of Winters and Turning Point Acquisitions V, LLC for the Hudson Ogando Subdivision (pp 25-35)
2. Approval of a USDA Pre-Application for Loan/Grant for New Wastewater Pump Station and Upgrades to Existing Pump Stations at El Rio Villa and East Street (pp 36-54)
3. Approval of an Exclusive Negotiating Rights Agreement between the City of Winters and Urban Community Partners in Regards to a Downtown Mixed Use Project (APN# 003 224 001) (pp 55-69)
4. Joint Use Service Agreement with Winters Joint Unified School District (pp 70-71)

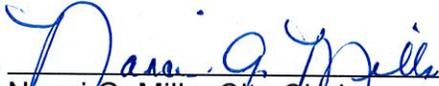
CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY

1. None

CITY MANAGER REPORT

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the November 4, 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 October 30, 2014, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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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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 October 21, 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 Donlevy, City Attorney Ethan Walsh, Director of Financial Management Shelly Gunby, Housing Programs Manager/Economic Development Dan Maguire, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Winters WWTF Project Manager Jim Keating, Police Chief Sergio Gutierrez, Fire Chief Aaron McAlister, Fire Captain Ron Karlen, Building Official Gene Ashdown and Management Analyst Tracy Jensen.

Melanie Pickerel led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested the presentation by Building Official Gene Ashdown be moved to the November 4th City Council meeting. Motion by Council Member Neu, second by Council Member Fridae to approve the agenda with said change. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, October 7, 2014
- B. Approval of the Purchase of a New Jetter for the Wastewater Department
- C. Approval of Street Closure – Winters High School Homecoming Rally – October 24, 2014

City Manager Donlevy gave a brief overview. Motion by Council Member Cowan, second by Council Member Neu to approve the Consent Calendar. Motion carried with the following vote:

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

PRESENTATIONS

Presentation of CAL ICMA's 30-Year Acknowledgement to City Manager Donlevy by Mayor Aguiar-Curry

Mayor Aguiar-Curry said she was honored to present City Manager Donlevy with a plaque from Cal ICMA recognizing his 30 years of service, adding that he loves what he does and serves us well by creating value, solving problems and doing work that matters.

City Manager Donlevy said he is third generation City Manager and has been in this business his entire life, including 13 years in Winters, where he has been blessed with a phenomenal staff. Thursday, July 12, 2001 was an important day, a career changer, and one of the best days of his career as he walked down Main Street with Harold Anderson to the Buckhorn for Rotary lunch. He added that he is in the business of where people live and is glad to call Winters home. His grandma told him he was blessed and he is honored to receive ICMA's 30 year award. Council Member Fridae added that City Manager Donlevy is tough on problems, light on people.

Presentation by Gene Ashdown, City of Winters Building Official and Safety Assessment Program Volunteer for the 2014 South Napa Earthquake That Occurred on August 24th, 2014 – **Moved to 11/18/14 City Council Agenda**

DISCUSSION ITEMS

1. Ordinance 2014-05, an Ordinance of the City Council of the City of Winters Approving a Third Amendment to the Development Agreement By and Between the City of Winters and Turning Point Acquisition V, LLC for the Hudson Ogando Subdivision

City Manager Donlevy gave an overview. Mayor Aguiar-Curry opened the public hearing at 6:59 p.m. Jim Stack, 717 Main Street, said the homes that are being planned in this subdivision are zero lot line homes, will not have driveways, will have alleys behind the homes, and asked about installing speed bumps on Main Street. City Manager Donlevy confirmed the homes will have garages in the back with no driveways and Main Street will include a Class 1 bike lane. He indicated he would pass along the traffic aspect and confirmed that this development will result in a traffic light at the intersection of Main Street & Grant Avenue. Mayor Aguiar-Curry closed the public hearing at 7:01 p.m. and said she was delighted with staff's vision for including broadband infrastructure in the amendment, which will benefit the entire community

Motion by Council Member Cowan, second by Council Member Fridae to re-affirm the previously certified and approved CEQA clearance for the Hudson Ogando Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-56) adopted on November 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and introduce Ordinance No. 2014-05, an ordinance of the City of Winters approving a third amendment to the Development Agreement by and between the City of Winters and Turning Point Acquisitions V, LLC for the Hudson Ogando Subdivision. Motion carried with the following vote:

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

City Attorney Walsh added that a typo on the back page of the third amendment will be corrected to reflect the 3rd amendment.

2. Hudson Ogando Development Agreement - Assignment and Assumption Agreement

City Manager Donlevy gave an overview. Motion by Council Member Cowan, second by Council Member Fridae to approve the Hudson Ogando Development Agreement/Assignment and Assumption Agreement by and between the Turning Point Acquisition, LLC and Ashdon Development, LLC. Motion carried with the following vote:

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

3. Disposition and Development Agreement between the City of Winters and Royal Guest LLC for the Development of a Downtown Hotel

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

City Manager Donlevy gave an overview of the downtown hotel project, a 51-room boutique hotel in the Ascend Collection or Choice Hotel or better. The City-owned property located at Railroad and Abbey appraised at \$790,000 and is being purchased by Royal Guest at the same appraised value. Dan Maguire said Royal Guest will try to take advantage of existing amenities and create connectivity to coincide with the alley activation plan. Council Member Cowan said he was thrilled to see the project moving forward as Staff has been working on it for a long time, and the City has gotten a much better deal by waiting. Council Member Fridae agreed and said he has toured Royal Guest hotels in Davis and Sacramento, and because they do a great job with a better financial structure, they end up with a far superior product, a nice boutique hotel. Mayor Aguiar-Curry thanked the local business community for patiently waiting and Mike Olivas for persevering.

Upon City Attorney Walsh's recommendation for formal action, motion by Council Member Cowan, second by Council Member Fridae to approve the agreement between the City of Winters and the Successor Agency where the City would purchase two parcels from the Successor Agency, and for the approval of the Purchase and Sale Agreement. Motion carried with the following vote:

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

4. Fire Administrative Services Contract Extension

Council Member Anderson returned to the dias.

City Manager Donlevy said the City's fire services moved up to a new level after moving into the Public Safety Facility. When the City entered into an agreement with the City of Dixon, it was the best decision for Winters. Fire Chief Aaron McAlister and Division Chiefs Ron Karlen and Greg Lewis have brought Winters up to the next level. The Winters Fire Department has secured \$1.1 million dollars in grants, which is a three time return over three years. The three-year contract extension, with a slight increase of \$20,000, is similar to the previous contract. Fire Chief McAlister thanked City Manager Donlevy for the kind words and said he and Chiefs Karlan and Lewis were welcomed with open arms. There have been a lot of accomplishments with more to come and said he has also received positive reports from the Dixon side. Council Member Cowan said this has been a good deal for Winters and he is looking forward to another three years. Mayor Aguiar-Curry said it is nice to have a vision and appreciates the Department's responsiveness. There have been challenges due to increased tourism in the area and as the City grows, it will become a different animal. We're glad to have them on our team.

Motion by Council Member Fridae, second by Council Member Neu to approve Resolution 2014-34, authorizing the City Manager to execute the first amendment to the agreement between the City of Dixon and the City of Winters for Fire Administrative Services. Motion carried with the following vote:

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

5. City Park Rehabilitation Project Update

Public Works Superintendent Eric Lucero gave an update regarding the expenditure of grant funds and described the improvements being made. Mayor Aguiar-Curry said Little League had inquired about extending their field to accommodate the extension of base paths from 50' to 70'. Council Member Cowan thanked Eric for keeping the park committee well-informed and Council thanked Eric for his update. The direction given by the Council was to find a different location for a footsall court, possibly at Blue Oak Park. Kathy Cowan agreed to report to Eric regarding Little League's plans.

6. Resolution 2014-32, a Resolution of the City Council of the City of Winters Opposing Proposition 47

Police Chief Sergio Gutierrez gave an overview and asked Council to oppose Proposition 47, the "Safe Neighborhoods and Schools Act", which is a wolf in sheep clothing. Proposition 47 is flawed, poorly drafted and would do more harm than good by reducing certain felony crimes to misdemeanors. If Proposition 47 passes, 10,000 inmates would qualify to petition to be released from prison. AB109, which shifts the responsibility for incarcerating many low-risk inmates from the state to counties, and Proposition 36, which requires that eligible non-violent drug offenders serve their time in a drug treatment program instead of jail or prison are already in place.

Council Member Fridae said it costs \$8,000 per student and \$50,000 per inmate. Proposition 47 may have good motives, but it's not the right combination. Council Member Anderson this proposition, which is flawed, said a district attorney from San Francisco came up with this proposition and tried to pass it as a bill in the legislature and failed. The proposition also relies on the Department of Finance to distribute the money and if passed, would also be a burden on the County and the City.

Motion by Council Member Neu, second by Council Member Cowan to adopt Resolution 2014-32, opposing Proposition 47. Motion carried with the following vote:

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

7. Severn Trent Services' Quarterly Wastewater Report

Project Manager Jim Keating gave an overview of operations and included a power point presentation. Jim confirmed that there are no longer sewage issues in the downtown and staff will be performing pre-treatment inspections in mid-November. Council asked Jim to keep up the good work

8. UTV Project Presentation by the Winters Fire Department

Fire Division Chief Ron Karlen gave an overview and said the Department is able to purchase of an off-road utility vehicle, tow trailer, and accessories due to the Scott Dozier and Tony Martin memorial funds, a donation made by Golden Bear Estates for their appreciation during the Monticello Fire, the Winters Fire Board,

City contributions and Winters Volunteer Firefighters. This vehicle will be used to fight fire in the creek and for the search and rescue of hikers and hunters. Ron said it was a testament to the support and generosity of the community.

Motion by Council Member Fridae, second by Council Member Neu to adopt Resolution 2014-33, authorizing a budget amendment to the Fire Capital Outlay budget not to exceed \$16,366, which includes the purchase of an off-road utility vehicle, tow trailer, emergency lighting, emblems, striping and accessories. Motion carried with the following vote:

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

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

Successor Agency Chairman Woody Fridae opened the Successor Agency at 8:34 p.m.

1. Resolution SA-2014-07, a Resolution of the City of Winters as Successor Agency to the Winters Community Development Agency Amending the Long Range Property Management Plan

Director of Financial Management Shelly Gunby gave an overview and asked Council to approve the amendment to the Long Range Property Management Plan for property on Grant Avenue. City Attorney Walsh said the Department of Finance would not allow a Purchase and Sale agreement, so instead of rescinding the Long Range Property Management Plan, the City is amending the Long Range Property Management Plan.

Motion by Agency Member Anderson, second by Agency Member Aguiar-Curry to adopt Resolution SA-2014-07, amending the Long Range Property Management Plan. Motion carried with the following vote:

AYES: Agency Members Aguiar-Curry, Anderson, Cowan, Neu, Agency Chair Fridae
NOES: None
ABSENT: None
ABSTAIN: None

2. Purchase and Sale Agreement for 314 & 318 Railroad Avenue

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

Housing Programs Manager Dan Maguire gave an overview and recommended that the Successor Agency approve the Purchase and Sale Agreement.

Motion by Agency Member Aguiar-Curry, second by Agency Member Cowan to authorize the terms for the development of a Disposition and Development Agreement for the sale and development of a downtown hotel on City owned property and approve the Purchase and Sale agreements. Motion carried with the following vote:

AYES: Agency Members Aguiar-Curry, Cowan, Neu, Agency Chair Fridae
NOES: None
ABSENT: Agency Member Anderson
ABSTAIN: None

Agency Chair Fridae adjourned the meeting of the Successor Agency at 8:43 p.m.

Agency Member Anderson returned to the dias

CITY MANAGER REPORT: Today was a good day! A senior meeting was held and with 20 participants interested in forming a Senior Advisory Committee, we have good momentum. We hope to get this group together with the senior group at Elderly Nutrition and schedule some senior activities. Staff met with PG&E to resolve some issues and had a good meeting. The project is on schedule and some public workshops will be held in March. Good things are happening: a 70 unit subdivision, a hotel project, the continuation of fire services, and key decisions to move property for a senior project.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 8:46 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: November 4, 2014
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services 
SUBJECT: Street Closure Request and Amplified Sound Permit Application by Winters Chamber of Commerce for Street Festival Featuring Pikes Place Fish Throwers to be Held on November 7, 2014

RECOMMENDATION:

Approve the closure of Main Street between Railroad Avenue and the mid-block crosswalk to allow for the Chamber of Commerce Street Festival.

BACKGROUND:

The Winters Chamber of Commerce has requested the closure of Main Street between Railroad Avenue and the mid-block from 4:00 p.m. to 9:00 p.m. They have requested that barricades be placed at these intersections.

If approved, closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

Per the City's Street Closure Ordinance, it requires Council approval on identified streets on the attached request form.

The Chamber is also submitting an Amplified Sound Permit Application for music to be played at 22 Main Street from 5:00 p.m. to 8:00 p.m.

FISCAL IMPACT:

To be Determined (Police staff overtime, signage, barricade placement).



City of Winters Request for Street Closure

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

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

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

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

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

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

Name: <u>Steve Neal Winters Chamber</u>	Organization: <u>Winters Chamber</u>
Address: <u>Railroad</u>	Mailing Address: <u>Rail Road</u>
Telephone: <u>795-2329</u>	Today's Date: <u>10/13/2014</u>
Streets Requested: <u>Main Street b/w Railroad & midblock crossing near pocket park</u>	
Date of Street Closure: <u>10/27/2014</u>	Time of Street Closure: <u>4PM-9PM</u>
Description of Activity: <u>World Famous Pike Place Fish Guys in town to throw fish, sign & sell cookbudos & calzones, fish tacos</u>	
Services Requested of City: <u>Barricades, Signage</u>	
APPROVED: _____ Police Department _____ Public Works Department	

_____ Fire Department

FRIDAY 11/7/14 4-9pm

City of Winters Request for Street Closure

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

Janis Shelley Spin a yarn & Brass Tacks

Zoila Perez Zoila

~~Janis Shelley & Roof Deck~~

Diana Lucero Buckhorn Cafe Inc

Diane his Cloth Carousel 9 main

Conny Winters Bergers Gg Vinters

John Winters Winters Healthcare

Mike Guland Iceland Agency (Prefer Saturdays)

Mania J. Gub Adry's Boutique

Lizbeth Martinez Winters Healthcare

Becky Chavez Pacific Ace Hardware

Mike Beane Mike's Velo City

Elia Arce El Pueblo Meat

Romun Guidici First Northern Bank

Date of Application: 10/13 To City Council: 11/4/2014

Name of Person(s)/ Organization: Winters Chamber Contact: Sur Neal
Business Address: 312 Railroad Ave Telephone: 795-2329
Telephone: _____

Type of Event: Street Festival - fish throwing, fish tacos
music

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

Date/Time of Event: Nov 7 / 4-9pm From: 9 To: 8

Location/Address of Event: 22 Main St

Rated Output of Amplifier in Watts: 75 Number of Speakers: 2

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: _____

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No

Rental Fee Paid: N/A (Not City Property) Yes No

Police Department: Approved Denied Date: _____

Authorized Signature: _____

City Council: Approved Denied Date: _____

Authorized Signature: _____



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 4, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Pigging(cleaning) Forced Main by Ryan Process in the amount not to exceed \$7000

RECOMMENDATION: Staff recommends the Council approve the proposal from Ryan Process to Pig the City's forced main in the amount not to exceed \$7000 and have City Manager execute a contract with Ryan Process.

BACKGROUND:

Staff has been evaluating the capacity of the City's forced main, which appears to be considerably less than expected. Staff has already removed a valve in the forced main that may have reduced capacity and had pumps serviced for better efficiency. Pigging the line is the last step to be completed, which will remove any debris that is reducing the capacity of the main. Once this final operation is completed staff will have the line flow re-evaluated.

Part of the proposal from Ryan includes training City staff to perform these operations on their own for ongoing maintenance.

Staff has made several inquiries with other companies to do this work and Ryan Process was the most appropriate company to perform the task.

FISCAL IMPACT: The estimated costs for this work is estimated at \$5000-\$7000

RYAN PROCESS

WASTEWATER, WATER & PROCESS SPECIALISTS
866 PODVA RD. DANVILLE, CA 94526
TEL: 925-837-0670 FAX: 925/837-4832

QUOTE NO: W102714CD PAGE 1 of 2
DATE: October 27, 2014
QUOTE VALID: 3 WEEKS

Mr. Jim Keating – Project Mgr.
City of Winters
Winters Waste Treatment Facility
Severn Trent Services
James.keating@STServices.com
(530) 795-4660

SUBJECT: Quotation for Technical Services

Reference: Ryan Process Supply of Cleaning
Pigs and Technical Services
Winters Force Main Project

Jim:

I understand you are looking to clean 2.9 miles of 14" dia (15,312 Lf.) force main. We have performed multiple projects of this size and nature.

All our projects are "engineered" from the first meeting to our final report.

The first step is a "fact finding meeting." We charge \$500.00 for this meeting to plan the project and develop an execution schedule plus type, style and sizing of pigs.

From this initial meeting and receiving confirmation of the data we request, we will then cost out the time, materials, expenses, plus report writing for Ryan Process work scope. We will identify all inputs by City of Winters wastewater maintenance.

See attached excerpts from a CWEA training seminar on information needed plus walking line, inspecting launch point, pump controls, receiving point and any changes needed on line (ie: isolation valves).

Our charges are as follows:

- 1.) 2 man pigging crew - \$1,250.00/8hr. Day, budget estimate 2-3 days.
 - 2.) All expenses ie: travel, motel, food, mileage.
 - 3.) All materials ie: 14" dia swabs or pigs as needed for multiple passes on line. Budget \$1,200.00 - \$1,500 for job.
 - 4.) Final report including cleaning runs with flow, pressures and observations on each run. \$500.00
- Total budget after preliminary report. \$5,000.00 - \$7,000.00

Upon receipt of \$500.00 deposit on project, we can fix a site visit date.
In our "excerpts" we reference multiple customers.

Thank you in advance for considering our service. As a result of our planning and your "hands-on" crew, we hope you will have a "trained" crew for the future!

Respectfully yours,

Charles T. Decker

What is a Pig?

Polyurethane Foam
Pig/Swab



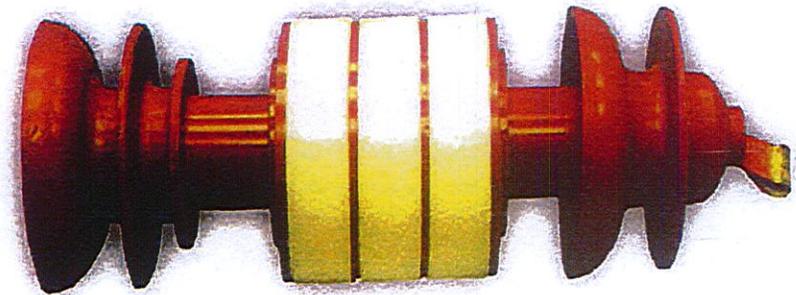


Area Project History

- City of Foster City
- City of Watsonville
- Alameda County Water District
- City of Castroville/Water Dist
- Moss Landing Sanitary District
- Monterey Regional WWTP
- Delta Diablo Sanitation District
- Lake County Sanitation
- City of Santa Cruz
- Town of Woodside
- City of Roseville
- County of Santa Cruz
- City of Hayward
- Solano Irrigation District
- EMUD
- City of Reno/Reno Airport
- City of Novato
- City of San Jose
- City of Lodi
- City of Redwood City

What is a Pig? Cont.

- Materials
- Shapes
- Sizes
- Styles



PSs/FMs

Shore Acres Pump Station to Pittsburg Pump Station:

Line Size = 16" / Length = 4,666 / Flow = 3.8 MGD / Material = RCCP

Pittsburg Pump Station to WWTP:

Line Size = 24" / Length = 13,115 / Flow = 10 MGD / Material = RCCP

Antioch Pump Station to DDSD, AFM101 Old FM:

Line Size = 24" / Length = 13,572 / Flow = 14.5 MGD / Material = RCCP

Antioch Pump Station to DDSD, AFM102 New FM:

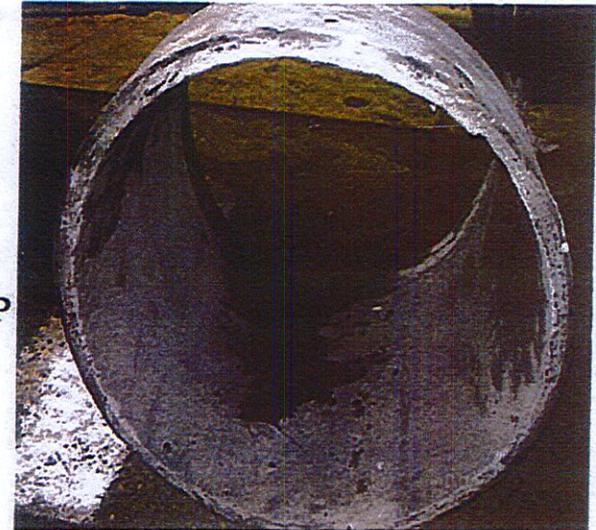
Line Size = 24" / Length = 14,920 / Flow = 12 MGD / Material = RCCP

Bridgehead Pump Station, BHFM601:

Line Size = 14" / Length = 11,250 / Flow = 3 MGD / Material = PVC

Bridgehead Pump Station, BHFM602:

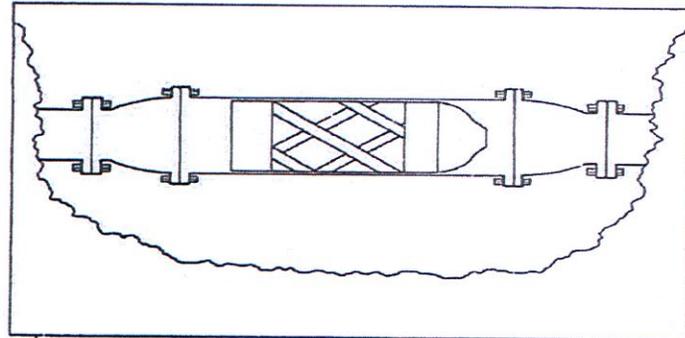
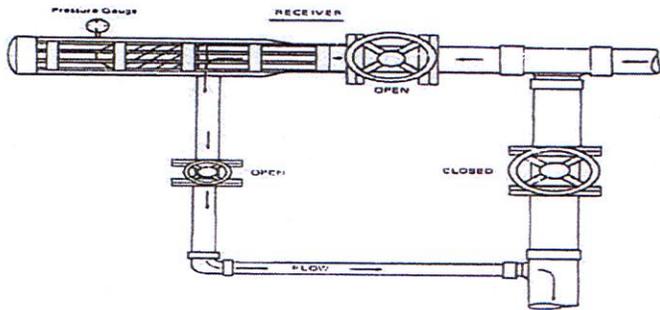
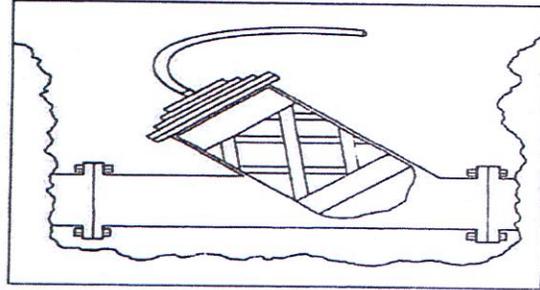
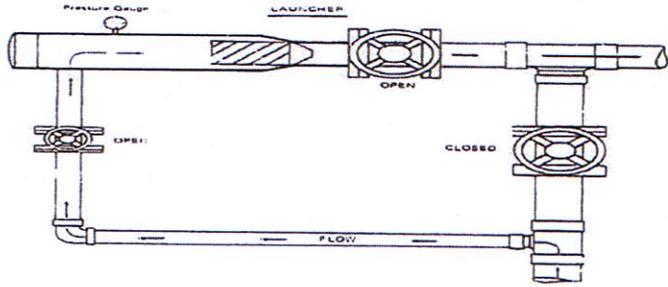
Line Size = 24" / Length = 11,400 / Flow = ??? MGD / Material = HDPE



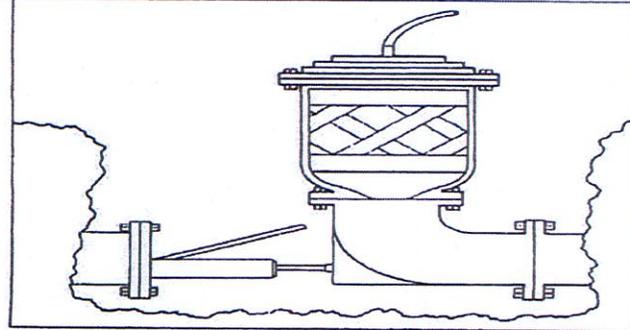
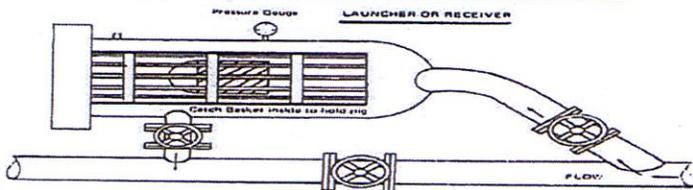


Planning a Project

- Inspection of Run
- Record Drawings
- Pump Curves
- Actual Flow Readings
- Discharge Pressure Logs
- History of Line & Problems
- Materials of Construction
- Any Valves? Types or Styles?
- Elevation or Venting Issues
- Length of Run
- How to Launch/Recover
- Monitoring Flow, Pressure, Duration & AMPs
- Engineering Calculations
- Progressive Pigging w/ Multiple Sizes and Densities
- Schedule of Events
- Data Sheets
- Permanent Log of Pictures of Pigs/Swabs & Water Coloration



THESE DIAGRAMS ARE FOR SUGGESTION ONLY. NO LIABILITY FOR USE OR DESIGN IS ACCEPTED BY KNAPP POLLY FIG, INC. ALL STANDARDS FOR MAXIMUM LOAD PLUS SAFETY FACTORS MUST BE USED.





Project Execution

- Crew Training – Job Training
- Equipment Needed
- Pig's Ordered & Delivered
- Modification's to the System
- Time Schedule
- Determine Number of Runs
- Follow Up w/ Permanent Project File
 - Example of Cost Savings
 - i.e. KWH Electrical, Chemical, Maintenance



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: November 4, 2014
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Second Reading and Adoption of Ordinance 2014-05, an Ordinance of the City of Winters Approving a Third Amendment to the Development Agreement By and Between the City of Winters and Turning Point Acquisitions V LLC for the Hudson Ogando Subdivision

RECOMMENDATION:

That the City Council:

1. Receive a staff report on a proposed Third Amendment to the Hudson Ogando Subdivision;
2. Waive the second reading and adopt Ordinance 2014-05 approving a third amendment to the Development Agreement by and between the City of Winters and Turning Point Acquisitions V LLC for the Hudson Ogando Subdivision

BACKGROUND:

Since 2006, the City has entered into five (5) development agreements with various developers for the subdivision and development of residential projects. In 2007, the real estate market essentially "crashed" and none of the proposed projects proceeded. Because of this, amendments have been initiated and adopted over the past eight years to keep the agreements current and viable for when the real estate market returns.

In February, 2009, the City approved a First Amendment to the Hudson Ogando Subdivision Development Agreement. This amendment was the first revision in an attempt to restore the economic viability of the project to provide new housing in the area.

In August 2013, the City Council approved a Second Amendment to the Hudson Ogando Subdivision Development Agreement. This amendment was a comprehensive revision to essentially "modernize" the agreement to recognize capital improvements made during the

interim, needs of the City and the developer, and also to acknowledge the new fiscal realities of residential development.

Subsequent to this action, Staff has been working with the Developer on additional modifications to bring them current and to create a balance between a project which will bring a quality project to the City and one which is financially viable to build for the developer.

These modifications are discussed below.

DISCUSSION:

The proposed amendment would defer the requirement for a Joint Cooperative Development and Reimbursement Agreement with adjacent development projects; change the requirement for payment to cover the cost of the Urban Water Management Plan; and delete the requirements for improvements at Grant Ave. and Morgan St. The modifications are included in the (attached) recommended Third Amendment, but generally include the following:

Cooperative and Reimbursement Agreement: Revise to require the Agreement be prepared and executed among the Owners prior to the City's approval of the first final map associated with Callahan Estates or Winters Highlands.

Annuity: Revise the Agreement to delete Section 4.5 of the development agreement for the provision of a fiscal neutrality annuity payment of \$2,402 per unit. This is being deleted in anticipation of a similar deletion to the same requirement for the Winters Highlands Subdivision based on a revised fiscal analysis for the project. The removal takes \$168,140 from the fiscal benefit portion of the project, but the City has negotiated with the developer for the inclusion of broadband network infrastructure into the project.

Broadband Infrastructure: Revise to require the Agreement to include the installation of and dedication to the City of broadband conduit infrastructure for all units within the subdivision.

Urban Water Management Plan: Revise language to allow pro-rata share of cost, sharing with Callahan, Highlands, and Creekside.

Pedestrian Circulation and Safety Improvements: Delete this DA item, as any improvements would be throw-away due to future intersection improvements (signal or roundabout.)

ATTACHMENTS:

1. Project Map
2. Third Amendment to Development Agreement
3. Ordinance – Third Amendment to Development Agreement

ORDINANCE NO. 2014-05

AN ORDINANCE OF THE CITY OF WINTERS APPROVING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTERS AND TURNING POINT ACQUISITIONS V LLC FOR THE HUDSON OGANDO SUBDIVISION

WHEREAS, the City of Winters (“City”) and the predecessor in interest to Turning Point Acquisitions V LLC (“Developer”) entered into that certain Development Agreement executed as of June 3, 2005 (“Development Agreement”); and

WHEREAS, the Development Agreement provides for the residential development of certain real property, Yolo County APN 030-430-33, located at the northwest side of Main Street and Grant Avenue and commonly known as the Hudson Ogando Property (the “Project”); and

WHEREAS, the severe and adverse change in economic conditions that occurred subsequent to the execution of the Development Agreement by the City and Developer’s predecessor in interest resulted in a First Amendment to the Development Agreement; and

WHEREAS, in August 2013, the City Council approved a Second Amendment of the Development Agreement to update the terms of the Development Agreement, to recognize capital improvements made prior to the adoption of the Second Amendment, and to extend the life of the Development Agreement; and

WHEREAS, Developer and City desire to make certain clarifications and modifications to the obligations of Developer in connection with the Project, which clarifications and modifications are incorporated into a Third Amendment to the Development Agreement (the “Third Amendment”); and

WHEREAS, on October 13, 2014, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Third Amendment to the Development Agreement were heard and at which the Third Amendment to the Development Agreement was comprehensively reviewed; and

WHEREAS, on October 21, 2014, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Third Amendment to the Development Agreement were heard and at which the Third Amendment to the Development Agreement was comprehensively reviewed; and

WHEREAS, the City Council reviewed and studied the amended Development Agreement and found it complies with the California Environmental Quality Act (“CEQA”).

NOW THEREFORE BE IT RESOLVED:

SECTION 1. ADOPTION OF AMENDMENT. Pursuant to California Government section 65868, the City Council hereby approves the Third Amendment to the Development Agreement, in the form attached hereto as **Exhibit A**.

SECTION 2. FINDINGS. Pursuant to Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council makes and adopts the following findings:

A. That the Third Amendment promotes the public health, safety, and welfare of the community because the Third Amendment will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

B. That the Amendment is consistent with the City's General Plan, as it will allow the Developer to complete the Project, which the City Council previously found to be consistent with the City's General Plan.

SECTION 3. CEQA. The City Council finds and determines that it can be seen with certainty that adoption of this Ordinance will not have a significant effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Yolo County Recorder's Office within five (5) working days of adoption of this Ordinance.

SECTION 4. RECORDATION. Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Third Amendment, the City Clerk shall record with the County of Yolo Recorder a copy of the Third Amendment.

SECTION 5. SEVERABILITY. If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more of such be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

The foregoing ordinance was introduced on _____, 2014, and passed and adopted during a regular meeting of the City Council of the City of Winters on _____, 2014, by the following vote to wit:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):
ABSTAIN: Council Member(s):

Cecilia Aguilar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

EXHIBIT "A"

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT

RECORDED AT REQUEST OF AND
WHEN RECORDED MAIL TO:

CITY OF WINTERS
318 First Street
Winters, CA 95695
Attention: City Clerk

(Space Above this Line for Recorder's Use Only)

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF WINTERS AND
TURNING POINT ACQUISITIONS V LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
[HUDSON OGANDO SUBDIVISION]**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter referred to as the "Third Amendment") is entered into as of _____, by and between the CITY OF WINTERS, a municipal corporation (the "City") and TURNING POINT ACQUISITIONS V LLC, a California limited liability company (the "Developer").

Recitals

A. The City and the Developer's predecessor in interest have heretofore entered into a Development Agreement, executed as of June 3, 2005 (the "Development Agreement"), providing for the residential development of certain real property, Yolo County APN 030-430-33, located at the northwest side of Main Street and Grant Ave. and commonly known as the Hudson Ogando Property (the "Project"), located within the boundaries of the City of Winters. Capitalized terms used but not defined in this Third Amendment shall have the meanings given in the Development Agreement.

B. The severe and adverse change in economic conditions that has occurred subsequent to the execution of the Development Agreement by the City and Developer's predecessor in interest resulted in a First Amendment to Development Agreement ("First Amendment"), approved and adopted by Ordinance in January of 2009.

C. In August 2013, the City Council approved a Second Amendment to the Development Agreement ("Second Amendment") to update the terms of the agreement, to

recognize capital improvements made prior to the adoption of the Second Amendment, and to extend the life of the Development Agreement.

D. Subsequent to this action, Staff has been working with the developer on additional modifications to the Development Agreement to make certain clarifications and modifications to the obligations of the Developer ("**Third Amendment**").

E. City has given the required notice of its intention to adopt this Third Amendment and has conducted public hearings thereon pursuant to Government Code section 65857. As required by Government Code section 65867.5, City has found that the provisions of this Third Amendment and its purposes are consistent with the goals, policies, standards, and land use designations specified in the City's General Plan.

E. On _____, the City of Winters City Council adopted Ordinance No. 2014-_____ approving this Third Amendment and authorizing its execution.

Agreement

Section 1. Termination of Annuity Requirement; Installation of Conduit. Section 4.5 of the Development Agreement is hereby deleted in its entirety; and shall be amended to read as follows:

Developer shall provide design and construction for conduit and boxes suitable for broadband internet service to each residential unit, within the joint trench for the Hudson-Ogando Subdivision. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes and to be constructed with the joint trench and completed before certificate of occupancy is issued.

Section 2. Cooperative and Reimbursement Agreement. Section 4.6 of the Development Agreement is amended in its entirety to read as follows:

The developers of Hudson-Ogando, Callahan Estates, and Winters Highlands, herein referred to as "Owners," intend to subdivide their respective properties into residential lots, which will be served by public streets and improvements, easements, and rights-of-way. Each Owner will require access to portions of the Other's property for purposes of installation of streets, utilities conduit, storm drains, sewer, and other improvements for future use and/or dedication for the benefit of their respective residential project, as well as for the benefit of all the Owners.

Public streets and improvements, easements, and rights-of-way that are reasonably expected to benefit all Owners are defined herein as "Joint Improvements." "Joint Improvements" may include, but are not limited to, streets, curbs, gutters, street lighting, sidewalks, joint trench, storm drains, storm water pumping station, sewer and water collection systems, sewer pump station, utilities, and other public improvements.

For the purpose of constructing the "Joint Improvements" as may be necessary and

appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall make reasonable efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement". The "Joint Cooperative Development and Reimbursement Agreement" shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with ~~any of the Owner's~~ the Callahan Estates or Winters Highlands properties. The City shall not approve a final map for any of Owner's respective projects (as described above) until the Developer either (a) submits to City the Joint Cooperative Development and Reimbursement Agreement executed by all Owners or (b) provides evidence to the satisfaction of the City Manager that the Developer used reasonable good faith efforts to obtain a Joint Cooperative Development and Reimbursement Agreement. In the event that the Developer is unable to obtain such an Agreement, the City shall, at the request and the sole expense of the Developer, exercise reasonable efforts as authorized by law to obtain necessary right of way and easements as reasonably necessary to install public improvements.

The City Manager shall have the discretion to waive this requirement for the Hudson-Ogando project only if Developer agrees to pay for the cost of all sewer infrastructure for future connections required for Hudson-Ogando. Revised Section 4.6 of the Development Agreement shall be revised to require the "Joint Cooperative Development and Reimbursement Agreement" be prepared and executed among the Owners prior to the City's approval of the first final map associated with Callahan Estates or Winters Highlands.

Section 2. Urban Water Management Plan.

Section 4.9, paragraph a., of the Development Agreement is hereby amended to read as follows:

a. The Developer shall pay their pro-rata share, based on number of units in relation to Callahan, Winters Highlands, and Creekside, of the cost for preparation of a City Urban Water Management Plan. Payment shall be due and payable no later than the issuance of the 50th market-rate building permit.

Section 3. Pedestrian Circulation and Safety Improvements.

Section 4.11 (relating to Grant and Morgan Intersection) shall be deleted in its entirety.

Section 4. Modifications to Conditions of Approval.

Exhibit A-1 of this Amendment includes amendments to certain Conditions of Approval for the Project to clarify the manner in which Developer is being required to comply with such Conditions of Approval. Except as modified in Exhibit A-1, all Conditions of Approvals as previously approved in the Development Agreement, as amended, shall remain in full force and effect.

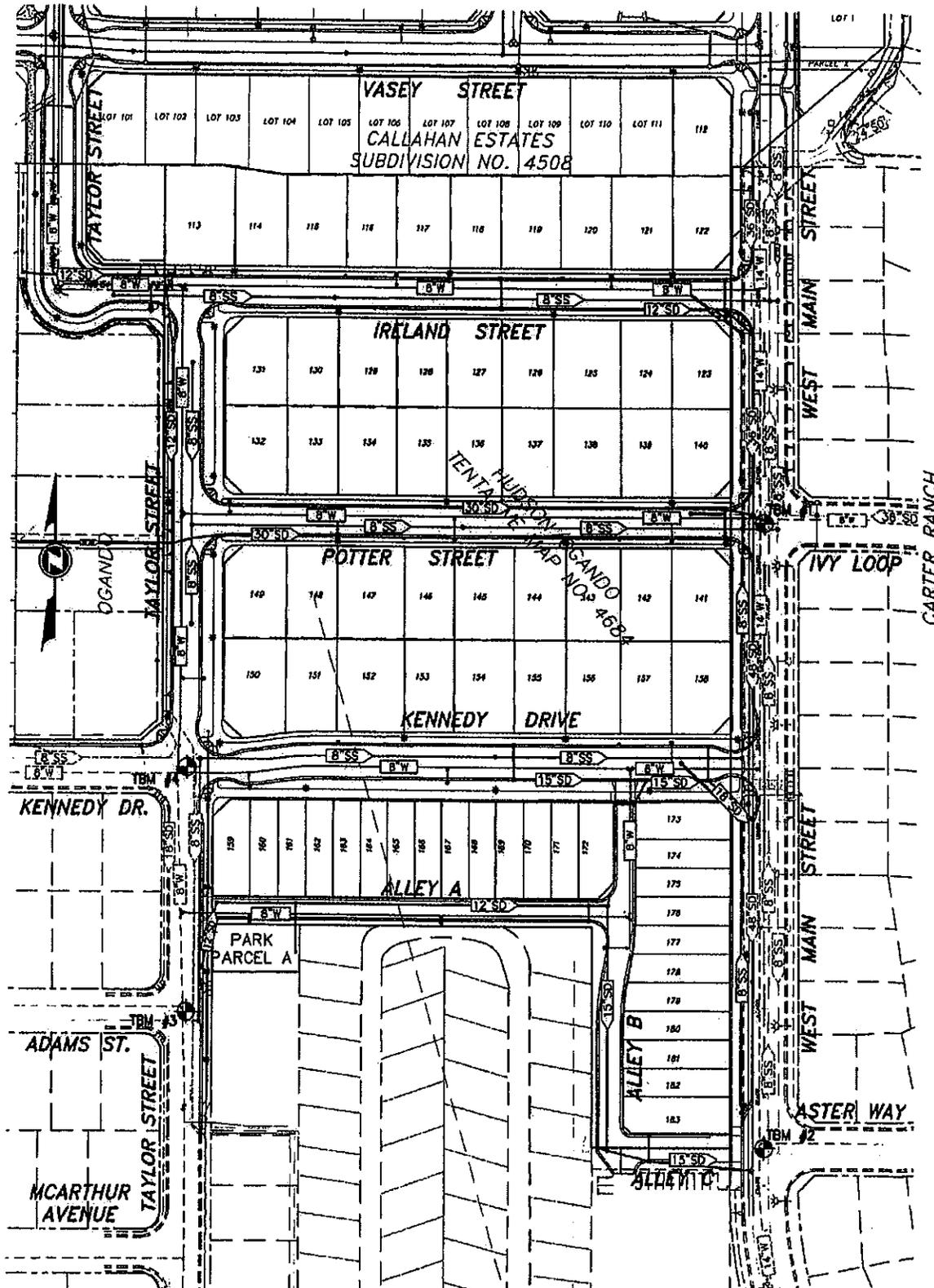
Section 5. The effective date of this Third Amendment shall be the date as written above in the introductory paragraph. Except as modified and amended by this Third Amendment, all other provisions of the Development Agreement, as Amended, shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the date first above written (Attach LLC Resolution following signatures_.

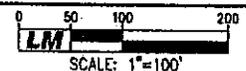
CITY:	DEVELOPER:
CITY OF WINTERS _____ Mayor	TURNING POINT ACQUISITIONS V LLC, A CALIFORNIA LIMITED LIABILITY COMPANY By: _____ Its: _____
ATTEST: _____ City Clerk	ATTEST: By _____

HUDSON-OGANDO SUBDIVISION NO. 4684

CITY OF WINTERS, CALIFORNIA



OVERALL SITE PLAN





CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 4, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Submittal USDA Pre-Application for Loan/Grant for New Wastewater Pump Station and Upgrades to Existing Pump Stations at El Rio Villa and East Street

RECOMMENDATION: Staff recommends the Council approve submittal of pre-application to the USDA Water and Waste Disposal Loan and Grant Program. The submittal of a pre-application would allow staff to begin the dialog with USDA to evaluate which options may be available for the City to construct a new pump station and make improvements to the Motor Control Panels at El Rio Villa and East Street Pump Stations(ESPS). The estimated costs are \$4,949,000.

BACKGROUND:

Projects to be funded by this USDA loan/grant pre application are:

- New West Main Pump Station
- El Rio Villa Motor Control Center Upgrades
- East Street Pump Station Motor Control Center Upgrades

In order to meet the ongoing and future capacity at East Street Pump Station(ESPS) it will be necessary to build a new West Main Pump Station(WMPS) . The new pump station will redirect much of the existing waste flows from the homes north of Grant Ave and new development away from the ESPS and send it north to the Wastewater Treatment Facility, which will increase the capacity at ESPS by 690 gpm.

Both of the motor control systems above have antiquated and unreliable electrical controls, the proposed upgrades will increase safety and reliability.

This pre-application does not make any commitments by the City, but is just the preliminary steps to determine what the City's eligibility would be regarding a loan/grant for this project proposal. If the discussions with USDA are favorable staff will be bringing the project back to Council for approval prior to submitting an application

FISCAL IMPACT: The estimated costs for these improvements are estimated at \$4,949,000. This project would be soliciting some of the funding as a grant the remainder would be a loan, the loan would be paid off using developer fees and sewer rate fees, which could require raising sewer rates and capital projects funds from El Rio Villa.

Application for Federal Assistance SF-424

9. Type of Applicant 1 - Select Applicant Type:

C. CITY GOVERNMENT

Type of Applicant 2- Select Applicant Type:

E. REGIONAL ORGANIZATION

Type of Applicant 3- Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

VEDA RURAL DEVELOPMENT SERVICE, CALIFORNIA

11. Catalog of Federal Domestic Assistance Number:

10.760

CFDA Title:

WATER AND WASTE DISPOSAL LOAN AND GRANT PROGRAM

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

CITY OF WINTERS

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify) _____
---	---	---

* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: N/A
--	--

5a. Federal Entity Identifier: _____	* 5b. Federal Award Identifier: _____
--	---

State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
---	---

8. APPLICANT INFORMATION:

*** a. Legal Name:** _____

* b. Employer/Taxpayer Identification Number (EIN/TIN): _____	* c. Organizational DUNS: _____
---	---

d. Address:

*** Street 1:** _____
Street 2: _____
*** City:** _____
County/Parish: _____
*** State:** _____
Province: _____
*** Country:** USA: UNITED STATES
*** Zip / Postal Code:** 95694

e. Organizational Unit:

Department Name: CITY OF WINTERS	Division Name: PUBLIC WORKS
--	---------------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *** First Name:** _____
Middle Name: _____
*** Last Name:** _____
Suffix: _____

Title: ASSISTANT CITY ENGINEER

Organizational Affiliation:
PONTICELLO ENTERPRISES

*** Telephone Number:** (530) 668-5883 **Fax Number:** _____

*** Email:** jam.r.letter@ponticello.com

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$4,949,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

Yes No

If "Yes, provide explanation and attach.

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable	c. Total Allowable Costs
1. Administrative and legal expenses	\$50,000.00	\$0.00	\$50,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$30,000.00	\$0.00	\$30,000.00
3. Relocation expenses and payments	\$0.00	\$0.00	\$0.00
4. Architectural and engineering fees	\$80,000.00	\$0.00	\$80,000.00
5. Other architectural and engineering fees	\$80,000.00	\$0.00	\$80,000.00
6. Project inspection fees	\$239,000.00	\$0.00	\$239,000.00
7. Site work	\$0.00	\$0.00	\$0.00
8. Demolition and removal	\$0.00	\$0.00	\$0.00
9. Construction	\$3,980,000.00	\$0.00	\$3,980,000.00
10. Equipment	\$0.00	\$0.00	\$0.00
11. Miscellaneous (USDA Application)	\$40,000.00	\$0.00	\$40,000.00
12. SUBTOTAL (sum of lines 1-11)	\$4,499,000.00	\$0.00	\$4,499,000.00
13. Contingencies (10% of line 9)	\$450,000.00	\$0.00	\$450,000.00
14. SUBTOTAL	\$4,949,000.00	\$0.00	\$4,949,000.00
15. Project (program) income	\$0.00	\$0.00	\$0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$4,949,000.00	\$0.00	\$4,949,000.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: Enter eligible costs fr <u>100.00</u> % (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.			\$4,949,000.00

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	*TITLE <input type="text"/>
*APPLICANT ORGANIZATION <input type="text"/>	*DATE SUBMITTED Completed on submission to Grants.gov

SF-424D (Rev. 7-97) Back

Survey Instructions on Ensuring Equal Opportunity for Applicants

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1890-0014. The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** The Agency Contact listed in this grant application package.

SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

OMB No. 1890-0014 Exp. 02/28/09

Purpose: The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey: If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name: CITY OF WINTERS

Applicant's DUNS Number: 807194907

Federal Program: Water and Wastewater Disposal for Rural Communities **CFDA Number:** 10.760

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

3 or Fewer 15-50
 4-5 51-100
 6-14 over 100

7. What is the size of the applicant's annual budget?

(Check only one box.)

Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more



WATER AND WASTEWATER PRE-APPLICATION CERTIFICATION

The undersigned certifies that:

1. The organization is aware of and in compliance with other Federal statute requirements including but not limited to:
 - a. Section 504 of the Rehabilitation Act of 1973.
 - b. Civil Rights Act of 1964.
 - c. The Americans with Disabilities Act (ADA) of 1990.
 - d. Age Discrimination Act of 1975.
2. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms. Note: If other lenders were contacted, provide the letter(s) indicating the reasons that such financing cannot be provided.
3. The organization has no known relatives or close associates that are current USDA Rural Development employees.
4. Prior to USDA Rural Development approval, you will not take action (e.g., initiation of construction) or incur obligations which would limit the range of alternatives to be considered or which would have an adverse effect on the environment.

CITY OF WINTERS

Name of Organization

Signature of Authorized Official

Date

FINANCIAL INFORMATION

1. Attach a copy of your three most recent annual audits or financial statements, (including balance sheet and income statement).
2. Provide the following information for all existing long-term debt (bonds, notes, contracts) on the facility:

Lender: Revenue Bonds - Bank of New York Trustee

Original Principal: \$ 4,495,000 Original Date: 9/26/2007

Current Principal Balance: \$ 4,090,000

Interest Rate: 3.25% - 4.75% Original Term: 30 years

Annual Payment: \$ varies from (principal and interest)
\$294,348.76 to \$289,878.76

Lender: _____

Original Principal: \$ _____ Original Date: _____

Current Principal Balance: \$ _____

Interest Rate: _____ Original Term: _____

Annual Payment: \$ _____ (principal and interest)

Lender: _____

Original Principal: \$ _____ Original Date: _____

Current Principal Balance: \$ _____

Interest Rate: _____ Original Term: _____

Annual Payment: \$ _____ (principal and interest)

LOAN SECURITY

Indicate the type of debt instrument that will be offered as security for the loan:

Public Bodies:

- General Obligation Bond
- Revenue Bond
- Special Assessment Bond
- Certificates of Participation (COP)

Nonprofits:

- Real Estate Mortgage
- Promissory Note
- UCC Financing Statement
- Assignment of Income
- Other

Comments: _____

APPLICANT'S FEASIBILITY REPORT

1. Existing Facility. Briefly describe what facilities you currently have or how service is currently provided.

The City provides municipal wastewater services for the majority of the population through a series of laterals, gravity sewer main, pump stations and force mains. The City maintains approximately 22.8 miles of gravity sewer mains. All flows from the system converge to a single pump station headworks entitled "East Street Sewer Pump Station (ESPS)" that pumps the water through a 2.9 mile force main to the City's wastewater treatment plant (WWTP).

The Yolo County Housing Authority owns and the City maintains the El Rio Villa Sewer Pump Station that serves their affordable housing community to the east of the City. This pump station pumps the communities wastewater to the City of Winters and into the ESPS.

2. Proposed Facility. Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

For reasons explained below (Item 3), the City would like to construct a new sewer pump station entitled "West Main Sewer Pump Station and Force Main (WMSP)" to redirect a significant portion of the wastewater flow from existing subdivisions that is currently conveyed to the WWTP. Design of the proposed facility was completed in 2007. The WMSP is designed to convey 1,236 gallons per minute (gpm) of wastewater flow to the City's WWTP. The stations consists of a concrete wet well, pumps, ductile iron piping, electrical controls, an emergency backup power generator, remote monitoring telemetry (SCADA), and a cement block structure to house the electrical components. The force main that conveys the wastewater to the WWTP consists of 4,944 linear feet of dual 8-inch PVC C-900 piping and 2,403 linear feet of a single 12-inch PVC C900 pipe.

The City would like to replace the electrical control panels at two of its sewer pump station facilities, East Street Sewer Pump Station and the El Rio Villa Sewer Pump Station. The design for this replacement is complete. The work at both stations involves demolition of the existing panels and installation of new panels to operate the pumps.

3. Need for the Facility. Indicate why the proposed facility is needed.

The ESPS (City headworks pump station) was found, through studies complete in 2014, to have insufficient capacity to convey the peak wet weather flow demand (PWWF). As of the date of the reports, the PWWF was 1,856 gpm and the pump station capacity was 1,182 gpm. The City is in the process of performing maintenance to the pump station to return the station to its design capacity of approximately 1,600 gpm. Regardless of the current or rehabilitated capacity, ESPS has insufficient capacity for the PWWF. In order to alleviate this problem, the City plans to construct the WMPS to redirect about 690 gpm away from ESPS, thereby reducing the PWWF from 1,856 gpm to 1,166 gpm. In addition, the ESPS and another pump station (El Rio Villa) have antiquated and unreliable electrical

4. Service Area. Indicate what area the proposed facility will serve and, if known, the population or number of families served.

A map of the services area is included with this pre-application as Exhibit A. ESPS currently services the entire population. As shown on the map, the WMPS is planned to service the existing subdivisions listed on the map. As development occurs around the WMPS, these flows will be directed to it. The El Rio Villa Pump Station services the El Rio Villa affordable house community east of Winters which is managed by the Yolo County Housing Authority.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250; and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. Cost Estimate.

Development and construction.....	\$	4,219,000
Land and rights.....		30,000
Legal fees.....		30,000
Architect and Engineer.....		160,000
Equipment.....		
Refinancing.....		
Other (describe)Admin., USDA App.& Contingency.....		510,000
Total.....		4,949,000

6. Income. List the sources and estimate the amount of expected revenue for a typical year.

Sewer Operations Revenue \$1,600,000

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
--	------

HEALTH AND/OR SANITARY STANDARDS INFORMATION

If the project is required to meet health and/or sanitary standards imposed by a local, State or Federal regulatory agency, discuss the specific standard/violation(s) that will be corrected by the proposed project. If available, attach pages as necessary, including any regulatory Agency correspondence.

Rate Structure

Using the EDU data calculated above, determine the average monthly charge per EDU (divide the total usage by the total number of EDUs). Apply your rate (see example below) to arrive at:

The estimated average monthly charge per EDU \$ 60.24

Show your calculations below or attach a separate sheet.

Calculation are attached.

EXAMPLE:

As shown in the example on page 21, the total annual water consumption is 1,215,000 gallons. If your rate structure charges customers based on cubic feet (c.f.), divide by 7.48 to convert to 162,433 c.f. Divide by the total number of EDUs (169) to find the c.f. per year per EDU (961). Divided by 12 months will equal 80 c.f. per month per EDU. Apply the 80 c.f. to your rate schedule to determine the average monthly charge per EDU. If the first 1,000 c.f. costs \$20.00 and the next 500 c.f. costs an additional \$1.50 per 100 c.f., then the calculation would be \$20.00 plus \$7.50 (5 x \$1.50) equals \$27.50.

The average monthly wastewater flow then needs to be determined for all non-residential connections (commercial, industrial, etc.). The number of EDU's for each type of non-residential user is calculated by dividing the average monthly single-family residential (dwelling) flow into the total monthly flow for each type of non-residential user as shown:

User Type	Average Monthly Flow (Gallons)	Total Number of Users (connections)	(b) Total Monthly Flow (Gallons)	(b) ÷ (a) Number of EDU's
Residential (Single-Family)	7,200 (a)	150	1,080,000	150
Other-Commercial	14,000	3	42,000	6
Other-Industrial	21,000	1	21,000	3
Other-School	72,000	1	72,000	10

EDU Information: Provide the following current information (within the last 12 months). Describe how the volume of flow was measured or determined.

User Type	Average Monthly Flow (Gallons)	Total Number of Users (connections)	Total Monthly Flow (Gallons)	Number of EDU's
Residential (Single-Family)	17,309	2,413	41,767,273	2,413
Commercial	21,925	104	2,280,203	132
Industrial	0	0	0	0
(other) Schools	77,942	16	1,247,066	72
Municipal (non-billable)	17,279	27	466,528 / 27	
TOTAL EDU's:				2,617*

*Excludes Muni

The residential EDU was approximated by totalling the single family (SFR) and multi-family residential (MFR) users. The residential total monthly flow was estimated by totalling the water metered flow for SFR & MFR from October 2013 through March 2014 and dividing by 6 months. The average monthly flow was calculated by dividing the Total Monthly Flow by the Total Number of Users (SFR & MFR).

The commercial, industrial and other EDUs are calculated by totalling metered water usage for from October 2013 through March 2014 and dividing by 6 for each category. The average monthly flow is calculated by dividing the total monthly flow by the number of users. The number of EDUs for these categories is calculated by dividing the average monthly flow by the Residential Monthly Flow and multiplying by the Total Number of Users.

Because the City meters its owns facilities, the information is provided. However, since no revenue is received from the municipal category, the TOTAL EDUs does not include usage from municipal facilities.

USER INFORMATION

Service Connections

Number of existing single-family residential connections	1927
Number of existing multi-family residential connections	59
Number of residences served by the multi-family connections	486
Number of commercial, industrial, and other connections	120
Number of additional connections possible after project completion:	
New Residential Development	Residential 693
Winters Highlands - 413 SFR & 30 MFR	Commercial
Callahan - 120 SFR	Other
Hudson Ogando - 92 SFR	
Creekside - 38 SFR	

Note: The 122 commercial, industrial and other connections excludes 27 municipal connections because the City does not receive revenue from City owned and maintained facilities.

Equivalent Dwelling Unit (EDU) Calculation

An Equivalent Dwelling Unit (EDU) is defined as the level of service provided to a typical rural residential dwelling per year. EDU's are used by this Agency to help determine the income for the system. Review the example below to calculate the number of EDU's that are currently being served by type of use.

The average monthly single-family residential use wastewater flow needs to be estimated first and expressed in gallons per month. Use winter monthly water usage to approximate wastewater flows in the absence of meaningful flow data. The EDU's for single-family residential would be the total number of single-family (dwelling) connections.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: November 4, 2014
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Approve an Exclusive Negotiating Rights Agreement between the City and Urban Community Partners in Regards to a Downtown Mixed Use Project

RECOMMENDATION:

Receive the report from staff updating City Council on the recommendation for the staff discussions with Urban Community Partners' Proposal for Development of a Downtown Mixed Use Project on the City-owned property commonly referred to as the Monticello Site, located at the corner of Railroad Avenue and East Main Street (APN# 003 224 001). Staff requests the City Council approve an Exclusive Negotiating Rights Agreement between the City and Urban Community Partners in regards to the Downtown Mixed Use Project.

BACKGROUND:

In December 2005 Staff issued a Request for Proposals ("RFP") for interested parties to submit proposals to develop a Downtown Mixed Use Project, to be located on the approximately .435 acre property bounded by Railroad Avenue, Abbey Street and First Street. The City received two (2) proposals in response to the RFP.

The developer proposals included a proposal from Monticello Investors for a mixed use project consisting of retail on the first floor, business/office on the second floor, and residential on the third floor. The Community Development Agency Board selected the Monticello Investors' proposal as the preferred option, and authorized staff to develop a Development Disposition Agreement with Monticello Investors for the development of the subject property. Subsequently, the economic downturn of 2007/2008 rendered the project infeasible and no efforts have been made by Monticello Investors to advance the project.

DISCUSSION:

Staff has recently been in discussions with Urban Community Partners (“UCP”), a development firm with significant expertise in mixed use projects, and a particular emphasis on infill projects. Staff reviewed numerous sites in Winters for development consideration. After their initial review process, UCP has expressed a desire to pursue a mixed use project at the City-owned “Monticello” site. Those discussions proposed a project concept consistent with the Downtown Master Plan. The UCP Letter of Interest is being recommended for an Exclusive Negotiating Rights Agreement from which the City and Urban Community Partners will work towards a Purchase and Sale Agreement.

The Exclusive Negotiating Rights Agreement provides for a number of key provisions, including:

- A 180 day exclusive negotiating period where the City and the developer can confidentially develop the terms for the development of the project.
- Access by the developer to the site to perform the necessary studies and engineering to consider the project.
- The preparation of the terms and financing for a Purchase and Sale Agreement.

During this period, negotiation will take place either resulting in a project or not. If an agreement is reached, the Purchase and Sale Agreement will be submitted to the City Council for consideration.

The effective date of this agreement will be November 4, 2014.

FISCAL IMPACT:

Staff time and administrative preparation

ATTACHMENTS:

Urban Community Partners Letter of Interest (“LOI”)
Exclusive Negotiating Rights Agreement (ENA)



Urban Community Partners, LLC

1730 Solano Avenue
Berkeley, CA 94707

Tel: (510) 225-9270

Fax: (510) 225-4046

www.urbancommunitypartners.com

October 8, 2014

Mr. John W. Donlevy, Jr.
City Manager
City of Winters
City Hall
318 First Street
Winters, CA 95694

via email: john.donlevy@cityofwinters.org

Re: Letter of interest to purchase approximately ±.435 acres, APN to be defined at Main and Railroad Streets in Winters, CA (Monticello Property)

Dear Mr. Donlevy

Following our recent meeting with you and your staff, I am pleased to submit this letter of interest on behalf of Urban Community Partners, LLC ("UCP") with regard to the purchase of the Monticello Property on Main and Railroad and owned by the City of Winters ("City").

BACKGROUND:

The property is owned by the City who wishes to see a mixed use building developed consistent with the City's vision and the March 2006 Winters Downtown Plan. UCP wishes to enter into a purchase and sale agreement with the City, consistent with terms and conditions to be agreed between the parties.

UCP is a company founded on the idea of creating value through developing "special places". We believe that the City of Winters and the location of the Monticello site is such a place. We believe our extensive "best of the best" consultant relationships, along with our experience of working in complex urban environments and on major master planned communities has positioned us to be the perfect developer for this important site.

APPROACH:

Given the complexities associated with a mixed use building in a somewhat undefined market for retail space, we believe that the best approach would be for UCP and the City to enter into an Exclusive Negotiating Rights Agreement ("ENRA"). We would suggest a 6 month term, during which time we would work in a collaborative fashion with the City staff to:

1. Produce a proforma in order to generate land value
2. Create a conceptual design
3. Negotiate the terms of the purchase and sale agreement ("PSA").

When a PSA has been executed we would begin the City Entitlement process with the aim of commencing construction as soon as the project was approved.

We would be happy to provide public and private references for UCP and our website www.urbancommunitypartners.com provides detailed information on the projects we have been involved with since 2001.

Please let me know if the above approach is consistent with the City approach.

Kind Regards.

Sincerely,

A handwritten signature in cursive script that reads "I. C. Gillis". The signature is written in black ink and is positioned above the typed name.

Ian C. Gillis

President.
Urban Community Partners, LLC.

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into this _____ day of November, 2014, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and Urban Community Partners, LLC, , a California limited liability company ("Developer"), on the terms and provisions set forth below.

THE CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

100. NEGOTIATIONS

101. Good Faith Negotiations

The City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Purchase and Sale Agreement (the "PSA") to be considered for execution between the City and the Developer, in the manner set forth herein, with respect to the sale of certain real property (the "Property") located at Railroad Avenue between Abbey Street and East Main Street (APN# 003 224 001), Winters, California. The Property is shown on the "Map of the Property," attached hereto as Exhibit A and incorporated herein by reference. The Property is composed of certain real property currently owned by the City and to be conveyed to the Developer pursuant to the terms of the PSA. The City agrees, for the period set forth below, not to negotiate with any other person or entity regarding the sale of the Property or any portion thereof.

The Property is currently undeveloped and the City desires to sell the Property to be developed with a mixed use project, (commercial retail, office, and residential). The City and Developer desire to engage in negotiations for the sale and development of the Property in accordance with the City's desired uses for the Property.

During the Negotiation Period, the City shall provide the Developer with reasonable access to the Property as necessary for the Developer to evaluate the Property for development as an affordable senior multifamily housing project subject to reasonable rules and requirements as may be imposed by the City.

102. Duration of this Agreement

The duration of this Agreement (the "Negotiation Period") shall be six (6) months from the date of execution of this Agreement by the City. If upon expiration of the Negotiation Period, Developer has not signed and submitted a PSA to the City, then this Agreement shall automatically terminate unless this Agreement has been mutually extended by the City and Developer. If a PSA is so signed and submitted by Developer to the City on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by the City for forty-five (45) days from the date of such submittal during which time the City shall take all steps legally necessary to (1) consider the terms and conditions of the proposed PSA, (2) if appropriate, take the actions necessary to authorize the City to enter into the PSA, including but not limited to completion of compliance with the California Environmental Quality Act, and (3) execute the PSA.

If the City has not executed the PSA by such 45th day or any extension of such period, then this Agreement shall automatically terminate, unless the 45-day period has been mutually extended by the City and Developer. The City agrees to consider reasonable requests for extensions of time and shall, upon request, notify Developer in writing of the reasons for any decision not to execute the PSA.

200. SALE OF THE PROPERTY

The purchase price and/or other consideration to be paid by Developer for the Property under the PSA will be established by the City after negotiation with Developer. Such purchase price and/or other consideration will be based upon such factors as the fair market value of the property, market conditions, and condition of the improvements, risks of the City, and risks of Developer, and will be subject to approval by the City Council after a public hearing as required by law.

300. DEVELOPER

301. Nature of Developer

Developer is a California limited liability company.

302. Office of Developer

The principal office of the Developer is 1730 Solano Avenue, Berkeley, CA 94707.

303. Principal Representatives of Developer

The principal representatives of Developer for purposes of negotiating the PSA are as follows: Ian Gillis & Will Leighton.

304. Full Disclosure

Developer has made full disclosure to the City of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venturers, negotiators, development manager, consultants, professional and directly-involved managerial employees of Developer is subject to the approval of the City. Notwithstanding the foregoing, Developer reserves the right at its discretion to join and associate with other entities in joint ventures, partnerships or otherwise for the purpose of developing the Property, provided that Developer retains management and control of such entities and remains fully responsible to the City hereunder.

400. DEVELOPER'S FINANCIAL CAPACITY

401. Financial Ability

Prior to execution of the PSA, the Developer shall submit to the City satisfactory evidence of its ability to finance and complete the acquisition and development of the Property and fulfill the operation of the anticipated improvements to the Property as set forth in the PSA.

402. Full Disclosure

Developer will be required to make and maintain full disclosure to the City of its methods of financing to be used in the acquisition of the Property.

500. CITY'S RESPONSIBILITIES

501. Environmental Documents

The City shall be responsible for conducting any review it deems necessary and appropriate under the California Environmental Quality Act. Any costs, fees and charges associated with the requirements of the California Environmental Quality Act shall be paid by Developer, unless otherwise agreed by the City, provided, however, the City shall not incur and material cost for which it shall seek reimbursement without providing prior notice thereof to the Developer. The staff of the City shall be available to meet with Developer to discuss the development of the Property, so that Developer shall have sufficient input to prepare its full proposal for the use the development of the Property.

502. City Council Public Hearing

A PSA resulting from the negotiations hereunder shall become effective only after and if the PSA has been considered and approved by the City Council at a public hearing called for such purpose.

600. REAL ESTATE COMMISSIONS

The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold the City harmless from any claim by any broker, agent or finder retained by the Developer.

700. LIMITATIONS OF THIS AGREEMENT

By its execution of this Agreement, the City is not committing itself to or agreeing to undertake: (1) disposition of land to Developer; or (2) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion

and approval by the City as to any Purchase and Sale Agreement and all proceedings and decisions in connection therewith.

This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

_____, 2014

THE CITY OF WINTERS, a municipal corporation

By _____
City Manager

"CITY"

November __, 2014

Urban Community Partners, LLC, a California limited liability company

By _____
Ian Gillis,
Its Managing Member

"DEVELOPER"

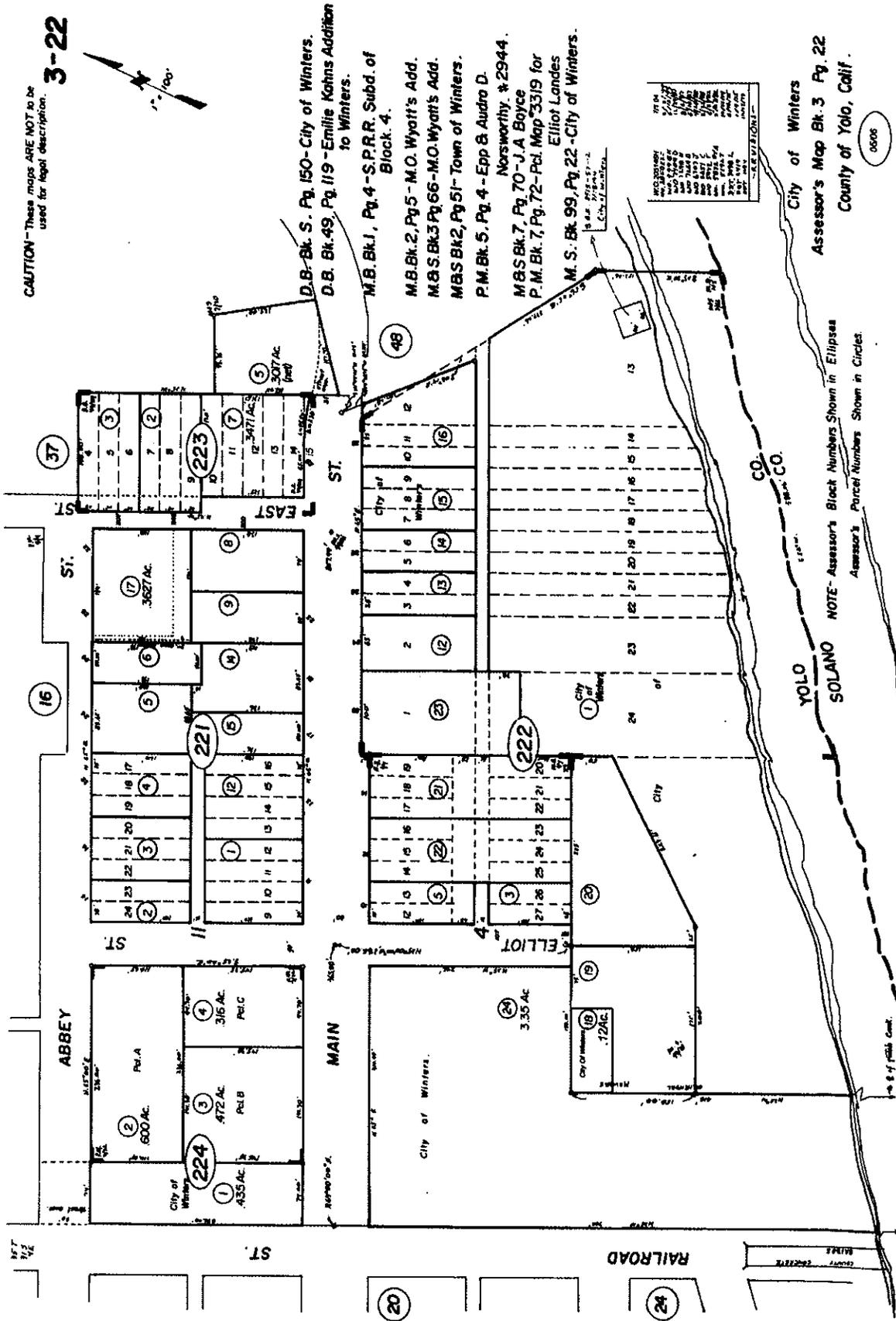
APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A
MAP OF THE PROPERTY

[To Be Inserted.]

CAUTION - These maps ARE NOT to be used for legal description. **3-22**



D.B. Bk. S. Pg. 150 - City of Winters.
 D.B. Bk. 49, Pg. 119 - Emilie Kohns Addition to Winters.
 M.B. Bk. 1, Pg. 4 - S.P.R.R. Subd. of Block. 4.
 M.B. Bk. 2, Pg. 5 - M.O. Wyatt's Add.
 M.S. Bk. 3, Pg. 66 - M.O. Wyatt's Add.
 M.B. Bk. 2, Pg. 51 - Town of Winters.
 P.M. Bk. 5, Pg. 4 - Epp & Audra D. Norsworthy. * 2944.
 M.B. Bk. 7, Pg. 70 - J.A. Boyce
 P.M. Bk. 7, Pg. 72 - Pdl. Map 3319 for Elliot Landes
 M.S. Bk. 99, Pg. 22 - City of Winters.

City of Winters
 Assessor's Map Bk. 3 Pg. 22
 County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles.

0606

Exhibit A

PROPERTY

(Attach legal description of Property)

RECORDING REQUESTED BY:

STATE OF CALIFORNIA

09202

009202

When Recorded Mail to:
Department of Transportation
District 10
P. O. Box 2048
Stockton, California 95208

OFFICIAL RECORDS
YOLO CO. - CALIF.
RECORD REQUESTED BY

TITLE INS. & TRUST CO.
Jan 23 10 06 AM '82

PETER McNAMEE
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(CORPORATION)

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
10	Yolo		SPRR	11571 (P) 2.8

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

a corporation organized and existing under and by virtue of the laws of the State of Delaware

does hereby GRANT to the CITY OF WINTERS all that real property in the City of Winters

County of Yolo, State of California, described as:

SEE ATTACHED DESCRIPTION

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor or its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface.

PARCEL 11571-1

A portion of the Southern Pacific Transportation Company's 160-foot wide right of way as described in that certain Judgment recorded January 26, 1918 in Volume 93 of deeds, page 413, Yolo County Records, said portion described as follows:

Beginning at the intersection of the southwesterly line of said 160-foot wide right of way with the northwesterly line of Main Street (80 feet in width) in the City of Winters, thence (1) along said northwesterly line N. 65° 00' 00" E., 74.00 feet; thence (2) along a line 74.00 feet northeasterly of (measured at right angles), and parallel with said southwesterly line N. 25° 00' 00" W., 256.00 feet to the northeasterly prolongation of the southeasterly line of Abbay Street (60 feet in width) in the City of Winters; thence (3) along said northeasterly prolongation S. 65° 00' 00" W., 74.00 feet to said southwesterly line; thence (4) along last said line S. 25° 00' 00" E., 256.00 feet to the point of beginning.

Containing 18,944 square feet, more or less.

PARCEL 11571-3

An easement for bicycle path purposes over and across a portion of said 160-foot wide right of way, said portion being all that part of said right of way situate within a strip of land 10.00 feet in width lying northeasterly of, parallel with and immediately adjacent to the following described line:

Beginning at the intersection of the said southwesterly line with the southeasterly line of Edwards Street (60 feet in width) in the City of Winters; thence along said southwesterly line S. 25° 00' 00" E., 240.00 feet to the northeasterly prolongation of the northwesterly line of said Abbay Street.

Containing 2,400 square feet, more or less.

PARCEL 11571-2

An easement for street purposes over and across a portion of said 160-foot right of way, said portion described as follows:

Beginning at the southwesterly terminus of the hereinabove described course (3), thence northeasterly along said course (3) N. 65° 00' 00" E., 74.00 feet; thence N. 25° 00' 00" W., 60.00 feet to above said northeasterly prolongation of the northwesterly line of Abbey Street; thence along last said northeasterly prolongation S. 65° 00' 00" W., 74.00 feet to said southwesterly line; thence along said southwesterly line S. 25° 00' 00" E., 60.00 feet to the point of beginning.

Containing 4,440 square feet, more or less.

BOOK 1329 PAGE 47

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims of any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the operation, construction, landscaping or maintenance of said highway.

In Witness Whereof, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this 27th day of April, 1982.

SOUTHERN PACIFIC TRANSPORTATION COMPANY
By [Signature] EXECUTIVE VICE PRESIDENT
By [Signature] ASSISTANT SECRETARY

[CORPORATE SEAL]

STATE OF CALIFORNIA

County of _____ } ss.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public

in and for the State of California, residing therein, duly commissioned and sworn, personally appeared _____

_____ known to me to be the _____ President, and

_____ known to me to be the _____ Secretary

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named, and _____ he acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

(Seal)

Name (Typed or Printed)
Notary Public in and for Said State

(CERTIFICATE OF ACCEPTANCE, GOVT. CODE, SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Transportation, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof.

In WITNESS WHEREOF, I have hereunto set my hand this 12th day of May, 1982.

ADRIANA GIANTURCO
Director of Transportation

By [Signature]
E. G. BURLINSON
Deputy District Director
Right of Way and Attorney in Fact

STATE OF CALIFORNIA } ss.
City and County of San Francisco

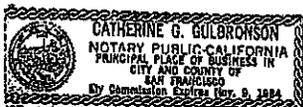
On this 30th day of April in the year One Thousand Nine Hundred and Eighty Two before me, CATHERINE G. GULBRONSON a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

(One Market Plaza)

L. E. Hoyt and T. P. O'Donnell

known to me to be the Executive Vice President and Assistant Secretary

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and _____ he acknowledged to me that such corporation executed the same.



Corporation

My Commission Expires November 9, 1984

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in my office in the City and County of San Francisco, the day and year in this certificate first above written.

[Signature]
Notary Public in and for the City and County of San Francisco, State of California.

09202



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: November 4, 2014
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Eric Lucero, Public Works Superintendent 
SUBJECT: Enter into a joint use service agreement with WJUSD

RECOMMENDATION: Approval of a revised joint use service agreement with WJUSD to maintain all play fields at Shirley Rominger School, Waggoner Elementary School, Winters Middle School and Winters High School.

BACKGROUND: On March 4, Council approved a shared service agreement between the City of Winters Public Works Department and the WJUSD. However, the union representing WJUSD disapproved of the agreement. Since then staff has offered a new proposal to WJUSD a Joint Use Service Agreement.

City Staff's proposal is to combine our resources and create a full time position that will be under the direction of the Public Works Superintendent. This position will have a very direct job description that will only include: mowing the specific fields identified above and the city owned parks, maintaining the irrigation and maintenance in those specific areas and maintaining the equipment to be used for those specific areas.

The City will hire a full time employee using existing seasonal hours (2,000), to maintain the fields mentioned above and to take control of the day-to-day operations of those fields. The City will invoice the WJUSD for the work done on the school grounds and for the materials used to maintain those fields.

The full time employee will be working two days a week (16 hours) on the City property and three days a week (24 hours) on school grounds. The previous proposal had a breakdown of material and labor costs for each site. This proposal has been simplified to three days (24 hours) on the school grounds and two days (16 hours) on the City parks. Whatever the costs are for each site currently will continue.

FISCAL IMPACT: Estimate not to exceed \$30,879.86 budgeted for the seasonal positions.
Maintenance I Step B full time employee will cost \$64,599.45
WJUSD cost: \$38,759.67 City cost: \$25,839.78