



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, April 7, 2015

*Members of the City Council*

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

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

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**5:30 p.m. – Executive Session**

**AGENDA**

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

Pursuant to Government Code Section 54956.9 – Pending Litigation - Labor Negotiator John W. Donlevy, Jr., City Manager and Nanci G. Mills, Director of Administrative Services

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**6:30 p.m. – Regular Session**

**AGENDA**

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

Roll Call

Pledge of Allegiance

Approval of Agenda

## COUNCIL/STAFF COMMENTS

### PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 17, 2015 (pp. 5-8)
- B. Claim for Damages Submitted by Sharon Bartlett (pp 9-14)
- C. Special Event Application and Street Closure Request for Fourth Friday Feast Submitted by Winters Chamber of Commerce (pp. 15-29)
- D. Winters Visitor Center Update and Proposed Lease Agreement (pp. 30-31)
- E. Request for Street Closure and Application for Parade Permit for Winters Youth Day, Saturday, April 25 (pp.32-37)
- F. Request for Street Closure for 7<sup>th</sup> Annual Winters Outdoor Quilt Festival, Saturday, June 20<sup>th</sup> (pp. 38-40)

### PRESENTATIONS

Introduction of the 2015 Youth Day Council – No Backup

Proclamation Recognizing the Achievements of the 2015 Winters Warriors Girls Soccer Team (pp. 41)

### DISCUSSION ITEMS

1. Public Hearing and Consideration of Resolution 2015-12, a Resolution of the City Council of the City of Winters Approving a Community Development Block Grant Application for Public Facilities and Public Services (pp. 42-47)
2. Contract for Construction Services Agreements with Solano Construction for Demolition of the Building and Property at 314 & 318 Railroad Avenue for the Downtown Hotel Project (pp. 48-64)
3. Authorization to Extend the Exclusive Negotiation Agreement ("ENA") with Winters Healthcare Foundation for Development of a Federally Qualified Health Center ("FQHC") Project on a Portion of the Grant Avenue Commercial Property (pp. 65-74)
4. Yolo County's First Annual Literacy Symposium (pp. 75-77)

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

1. None
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### CITY MANAGER REPORT

### INFORMATION ONLY

1. January 2015 Treasurer Report (pp. 78-84)
2. January 2015 Investment Report (pp. 85-86)

### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 7, 2015 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on April 2, 2015, and made available to the public during normal business hours.

*Nanci G. Mills by Tracy Jensen*  
Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)

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

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

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

How to obtain City Council Agendas:

View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)  
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.

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

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

Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting  
Held at the Public Safety Facility on March 17, 2015

Mayor Aguiar-Curry called the meeting to order at 5:46 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 Clerk Nanci Mills, City Attorney Ethan Walsh, City Engineer Alan Mitchell, Police Chief Sergio Gutierrez, Housing Programs Manager Dan Maguire, Environmental Services Manager Carol Scianna, Building Official Gene Ashdown, and Management Analysts Jen Moser and Tracy Jensen.

Eric Lucero led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Cowan, second by Council Member Anderson to approve the agenda with no changes. 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: Kathy Cowan, who along with Chamber of Commerce Executive Director Sherry Neal, attended a Main Street Alliance conference to see the various ways to improve the downtown that doesn't require a lot of money. The conference

provided ideas on how to get visitors, shopping, dining and entertainment in one area. Kathy also spoke about the City of Livermore's angled parking, which includes dots instead of lines, which was visually pleasing. Kathy thanked the City of Winters for sending them to the conference and Mayor Aguiar-Curry thanked Kathy for reporting back to Council.

#### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 3, 2015
- B. Resolution 2015-09, a Resolution of the City Council of the City of Winters Approving the HERO Pace Program
- C. Painting Basketball Courts at City Park
- D. Final Acceptance of Public Improvements for Dollar General
- E. Approve Design and Authorize Bid Issuance for Construction Improvements for Bridge Replacement Project-Railroad Avenue over Dry Slough
- F. Proclamation Approving April 1<sup>st</sup> as Difference Makers Day

City Manager Donlevy gave an overview. Motion by Council Member Fridae, 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: None

#### DISCUSSION ITEMS

1. Public Hearing and Consideration of Tentative Subdivision Map for "Olive Grove" from Applicants Joe and Karen Ogando to Divide the Existing Two Parcels Totaling 4.21 acres into Eighteen (18) New Lots with an Average Size of Approximately 6,000 to 10,000 Square Feet

Mayor Aguiar-Curry recused herself due to a possible conflict of interest.

Mayor Pro-Tem Fridae introduced Jenna Moser, Management Analyst/Planning, who gave an overview.

Mayor Pro-Tem Fridae opened the public hearing at 6:05 p.m.

Applicant Joe Ogando said there were three issues. The first issue is affordable housing. If a parcel has 15 or more lots, low income housing must be included. There are not 15 lots on either parcel. The second issue is park in-lieu fees. Applicant said he was told the park fees were paid by the previous owner of the property (Valadez) during the construction of Shirley Rominger Intermediate School. Staff said there is no record of any park-related fee payment. The third issue is the public utility easement. There is no public utility easement going across Apricot Avenue at this time. City Manager Donlevy said this would be taken care of when the Subdivision Improvement Agreement is executed.

Housing Programs Manager Dan Maguire said he met with the developer and explained that the language contained in the inclusionary housing ordinance precludes the developer from breaking projects into smaller chunks to avoid affordable housing requirements. The applicant said the City created the two separate parcels.

Council Member Cowan asked Dan who has the final say. Mr. Maguire said the Council has the final say, although the last three Development Agreements have first gone through the Affordable Housing Steering Committee, the Planning Commission and then the City Council as one component of the Development Agreement. City Attorney Walsh said that although Mr. Maguire is correct, the affordable housing requirements is not what is before us tonight, it's just the tentative subdivision map. He added that the applicant must comply with affordable housing requirements prior to the issuance of permits.

The applicant said the original map had 15 lots with no affordable housing requirements and now 17 is the minimum number of lots allowed. Ms. Moser said the property is zoned MR, 17-25 lots in the general plan and the current zoning ordinance. City Attorney Walsh said the applicant has the ability to make projects more dense, but can't make it less dense. Council Member Cowan said another problem with the general plan is that it's based on gross acreage and not net acreage and he wants to see less lots. Mayor Pro Tem Fridae asked what a re-zoning would take. City Attorney Walsh said the applicant could apply for a re-zone, a general plan amendment, and go through the process of getting a new subdivision map.

Jamie McLeod from CBC Valley Brokers, who was representing the buyer, said affordable housing is difficult for in-fill projects and in-lieu fees could kill the project.

Planning Commissioner Pat Riley said he didn't understand why funds that were paid toward a school (SRIS) could be park fees, and Ms. Moser reiterated that no fees were paid, park or otherwise. City Manager Donlevy confirmed that the fee issue never came up while working with the Valadez family. The property was originally zoned park and the City removed it from this designation. Mayor Pro Tem Fridae asked staff to work with the applicant regarding other components for future hearings and closed the public hearing at 6:26 p.m.

Council Member Anderson asked if the affordable housing component was going before the Affordable Housing Steering Committee (AHSC)? Mr. Maguire said in order to take it to the AHSC, the applicant has to submit an affordable housing plan to staff to take before the AHSC. That hasn't happened and options are still being discussed. The applicant either builds within the project or submits an affordable housing plan. Council Member Anderson said the location of the site would be a good place for a school teacher to buy a house and Mr. Maguire agreed, as long as they qualify under the affordable housing guidelines (low, very low and moderate income levels.)

Council Member Cowan reiterated his disappointment that we can't make the lots bigger. Motion by Council Member Cowan, second by Council Member Neu to approve Resolution 2015-11, the Olive Grove Tentative Subdivision Map (18 lots) for Parcels 003-391-005 & 003-392-001 near Apricot Avenue and Pear Place. Motion carried with the following vote:

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

Mayor Aguiar-Curry returned to the dais.

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

1. None

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CITY MANAGER REPORT: None

INFORMATION ONLY: None

ADJOURNMENT: Mayor Pro Tem Fridae adjourned the meeting at 6:30 p.m. and the joint workshop of the City Council and Planning Commission will reconvene in 10 minutes.

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Cecilia Aguiar-Curry, MAYOR

ATTEST:

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Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager. *[Signature]*  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk  
**SUBJECT:** Claim Against the City of Winters – Sharon Bartlett

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**RECOMMENDATION:**

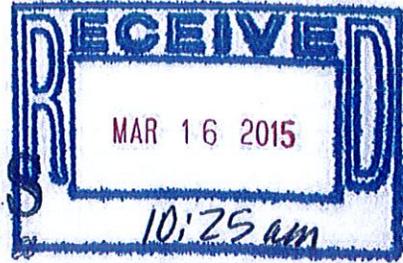
It is recommended that the City Council review and reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

**BACKGROUND:**

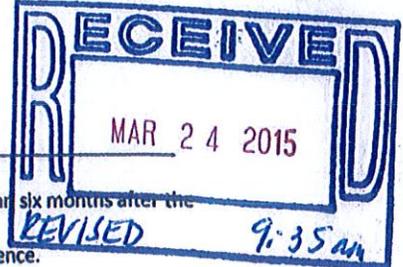
When the City of Winters receives a Claim for Damages to Person or Property, the claim is referred to YCPARMIA to handle the investigation.

**FISCAL IMPACT:**

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



CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY



TO: (Entity) CITY OF WINTERS

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

Why - BECAUSE - IT BELONGS TO THE CITY OF WINTERS!

NAME OF CLAIMANT <u>Sharon Bartlett</u>		Date of Birth of Claimant <u>03-19-44</u>
Home Address of Claimant <u>1025 Jace Pl. The Villages FL 32162</u>		Occupation of Claimant <u>retired</u>
Business Address of Claimant <u>N/A</u>		Home Telephone Number <u>352-459-5733</u> (from 3/25 on)
		Business Telephone Number <u>N/A</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>860 Hampton St. Vacaville CA 95687</u> <u>* 352-459-5733</u>		
When did DAMAGE or INJURY occur? Date <u>02-27-15</u> Time <u>4:45pm</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES <input type="radio"/> NO <input checked="" type="radio"/> (circle one)	
Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks. <u>RAILROAD AVE - PARKING LOT ACROSS FROM</u>		

Describe in detail how the DAMAGE or INJURY occurred:  
Made a left turn from one parking lot to "TURKOVICH" PARK IN ANOTHER PARKING LOT, THE DROP OFF WAS 304 RAILROAD AVE DEEP -> REAL LOW - IT TORE THE ROCKER PANEL WINTERS CA 95694

Names of any employees involved in INJURY or DAMAGE:  
Why do you claim the Entity is responsible?  
NO ONE WAS HURT! JUST THE CAR - I SENT PICTURES & EXAMENT TO FIX THE CAR BACK.

YOU FILLED THE HOLE WITH GRAVEL - YOU KNOW HOW DEEP IT WAS - AND THAT IS WHY - IT TORE IT OFF.

**Describe in detail each INJURY or DAMAGE:**

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

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 885.55	Future expenses for medical and hospital care.....	\$ 0
Expenses for medical and hospital care.....	\$ 0	Future loss of earnings.....	\$ 0
Loss of earnings.....	\$ 0	Other prospective special damages.....	\$ 0
Special damages for.....	\$ 0	Total estimate prospective damages.....	\$ 0

General Damages..... \$ 0  
 Total damages incurred to date..... \$ 0

Total amount claimed as of date of presentation of the claim: \$ 885.55

Was damage and/or injury investigated by police? NO If so, what city? \_\_\_\_\_  
 Were paramedics or ambulance called? NO If so, name city or ambulance \_\_\_\_\_  
 If injured, state date, time, name and address of doctor of your first visit \_\_\_\_\_

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

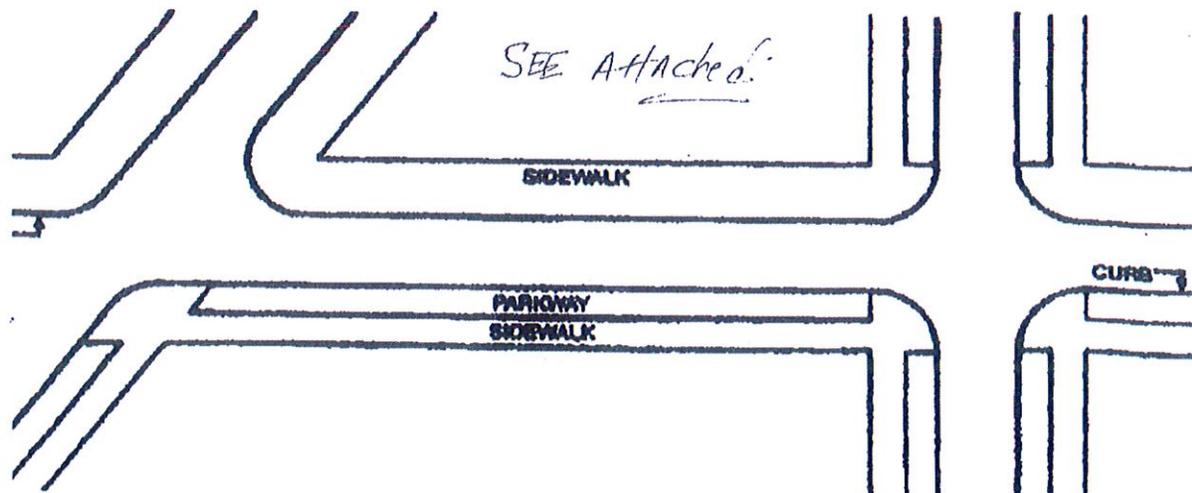
Name <u>Laura Burch</u>	Address <u>860 Hampton St. Vacaville</u>	Phone <u>707-301-5191</u>
Name <u>Doug Burch</u>	Address <u>860 Hampton St.</u>	Phone <u>707-386-4540</u>
Name <u>James Mahoney</u>	Address <u>1025 Jace Place</u>	Phone <u>386-366-3245</u>
	Address <u>The Villages</u>	FL 32162

**DOCTORS and HOSPITALS**

Hospital NI/A Address \_\_\_\_\_ Date Hospitalized \_\_\_\_\_  
 Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_  
 Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_

**READ CAREFULLY**

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
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Signature of claimant or person filing on his behalf (giving relationship to claimant): <u>Sharon B. Bartlett</u>	PRINT Name: <u>Sharon Bartlett</u>	Date: <u>03/04/15</u>
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NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

**L & M AUTO BODY & PAINT LLC**  
 PRELIMINARY ESTIMATE VOID IN 30 DAYS, 5151  
 QUINN RD SUITE P, VACAVILLE, CA 95688  
 Phone: (707) 449-0603  
 FAX: (707) 449-0683

Workfile ID: 2e05f2b9  
 Federal ID: 273837895  
 State EPA: CAL000138317  
 BAR: ARD000266555

**Preliminary Estimate**

**Customer: Mahoney, James**

**Job Number: 7524**

Written By: Estimate Body

Insured: Mahoney, James  
 Type of Loss:  
 Point of Impact:

Policy #:  
 Date of Loss:

Claim #:  
 Days to Repair: 0

**Owner:**  
 Mahoney, James  
 1025 Jace Place  
  
 (352) 459-5733 Cell

**Inspection Location:**  
 L & M AUTO BODY & PAINT LLC  
 PRELIMINARY ESTIMATE VOID IN 30  
 DAYS  
 5151 QUINN RD SUITE P  
 VACAVILLE, CA 95688  
 Repair Facility  
 (707) 449-0603 Day

**Insurance Company:**

**VEHICLE**

Year: 2005	Body Style: 4D SED	VIN: 2C3AA63H85H666200	Mileage In: 149183
Make: CHRY	Engine: 8-5.7L-FI	License: SHAJA08	Mileage Out:
Model: 300 C	Production Date:	State: FL	Vehicle Out:
Color: Silver Int:	Condition:	Job #: 7524	

**TRANSMISSION**

Automatic Transmission  
 Overdrive

**POWER**

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors  
 Heated Mirrors  
 Power Driver Seat  
 Power Passenger Seat  
 Memory Package

**DECOR**

Dual Mirrors  
 Body Side Moldings  
 Overhead Console

**CONVENIENCE**

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel  
 Cruise Control  
 Rear Defogger  
 Keyless Entry  
 Alarm  
 Message Center

**Steering Wheel Touch Controls**

Telescopic Wheel

**RADIO**

AM Radio  
 FM Radio  
 Stereo  
 Search/Seek  
 CD Player

**SAFETY**

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)  
 4 Wheel Disc Brakes

**SEATS**

Bucket Seats  
 Leather Seats  
 Heated Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps  
 Traction Control  
 Stability Control  
 Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: Mahoney, James**

**Job Number: 7524**

Vehicle: 2005 CHRY 300 C 4D SED 8-5.7L-FI Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>PILLARS, ROCKER &amp; FLOOR</b>					
2	Repl	Rocker molding primed	68034803AA	1	282.00	1.6	2.4
3		Add for Clear Coat					0.5
4	#	NOTE: RT Side Only		1			
5	* Repl	RT Rocker molding rivet	6504737	15	22.50		
6	# Repl	TINT COLOR		1		0.5	
7	#	HAZARDOUS WASTE DISPOSAL		1	7.00		
<b>SUBTOTALS</b>					<b>311.50</b>	<b>2.1</b>	<b>2.9</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			311.50
Body Labor	2.1 hrs @	\$ 83.00 /hr	174.30
Paint Labor	2.9 hrs @	\$ 83.00 /hr	240.70
Paint Supplies	2.9 hrs @	\$ 43.00 /hr	124.70
Subtotal			851.20
Sales Tax	\$ 436.20 @	7.8750 %	34.35
<b>Grand Total</b>			<b>885.55</b>
<b>INSURANCE PAY</b>			<b>885.55</b>

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. PATHWAYS: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/\_=WITH/\_ SYMBOLS: #=MANUAL LINE ENTRY, \*=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], \*\*=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

## Preliminary Estimate

Customer: Mahoney, James

Job Number: 7524

Vehicle: 2005 CHRY 300 C 4D SED 8-5.7L-FI Silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR3NW05, CCC Data Date 2/13/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci Mills, Director of Administrative Services  
**SUBJECT:** Special Event Application and Street Closure for the Winters Chamber of Commerce Fourth Friday Feast Scheduled for the Fourth Friday of the Month from April through October, 2015

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**RECOMMENDATION:**

Approve the Special Event Application and closure of Main Street between Railroad Avenue and the mid-block crosswalk for the monthly Fourth Friday Feast scheduled for Friday, April 24, May 22, June 26, July 24, August 28, September 25 and October 23 from 4:00 p.m. to 9:00 p.m. subject to maintenance and operational requirements established by City staff and the Chamber of Commerce.

**BACKGROUND:**

Sheri Neal, Executive Director of the Winters Chamber of Commerce has requested the partial closure of Main Street for the dates and times specified above. The Fourth Friday Feast will feature live music with downtown businesses and local food and wine vendors promoting local products.

The Chamber has notified the Main Street business owners located within this area of the requested closure dates. They have provided the names and signatures of those business owners who have acknowledged and agreed to these requests. The Chamber has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad intersection and the Main/Mid-Block Crosswalk.

As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

**FISCAL IMPACT:** TBD (signage, barricade placement)



## Special Event Application

### DESCRIPTION

Event Title: FOURTH FRIDAY FEAST.

Description:

Downtown businesses & Local vendors promoting local products.

Will you charge admission? If so, what amount? :

NO

Anticipated Attendance: 100

DATE/TIME 3/27/15 - 10/23/15 (4th Fri) set up starts @ 4pm  
Setup Date: \_\_\_\_\_ Time: 4 pm Day of Week: FRI each 4th Friday from  
Event Starts: Date: \_\_\_\_\_ Time: 5pm Day of Week: FRI 3/27/15 - 10/23/15.  
Event Ends: Date: \_\_\_\_\_ Time: 9 pm Day of Week: FRI with the event ending  
Dismantle: Date: \_\_\_\_\_ Time: 9 pm Day of Week: FRI at 9pm.

### LOCATION

Location Description:

main st. from Railroad Ave to the  
Mid crossing @ 22 Main St.

### CONTACTS

Host Organization: Winters Chamber of Commerce

Host Organization Primary Contact & Phone: Sheeri Neal 795-2329

**SITE PLAN**

Please submit a detailed site plan identifying Street Names, parking spaces to be closed, location of barriers/barricades, location of all vendor booths/shade canopies, beer gardens or wine tasting areas, and locations of generators and food preparation equipment.

**ENTERTAINMENT AND RELATED ACTIVITIES**

Performer/Band Name & Type of Music:

Various throughout the course of the 3 months.

Will amplified sound be used? yes.

Provide rated output of amplifier in watts: 2400 watt Amps.

Number of speakers: 2.

**ALCOHOL**

Does your event involve the use of alcohol? yes.

Circle One:    Free/Host Alcohol    Alcohol Sales    Host & Sale Alcohol    Beer

                  Beer & Wine                    Beer, Wine & Spirits

Please describe your plan to ensure the safe sale or distribution of alcohol at your event.

trained staff will serve & monitor alcohol consumption

**FOOD & GOODS VENDORS**

Does your event include food concession and/or preparation areas? yes

How do you intend to cook food in the event area? BBQ

Will items or services be sold at your event? yes

If yes please attach a complete list of vendors and include a description of the types of goods/food/services that the vendor provides.

**COMMUNITY OUTREACH**

Please attach a copy of your community outreach notice and signature sheet that you provided to the businesses/residents in your event vicinity.

**INSURANCE**

Please attach Commercial General Liability Insurance and a separate additional Insured Endorsement for the Host Organization and all vendors. If your event features alcohol, Liquor Liability Insurance is also required.

**CERTIFICATION**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Winters.

Name of Host Organization: Winters Chamber of Commerce  
Title: Executive Director  
Signature: Sheri L. Neal  
Date: 3.2.15

**INDEMNIFICATION**

The undersigned agrees by their signature that they are an authorized agent/representative for the requesting agency, and further agrees the rules and regulations will be complied with in full. I further agree that I am responsible to the City of Winters for the use and care of City property. I further agree that the nature of the activity will conform to that stated in this application. I agree to indemnify and hold harmless the City of Winters, its officers, agents, and employees against any and all loss, damage and/or liability that may be suffered or incurred by the City of Winters, its officers, agents, and employees.

Signature: Sheri L. Neal Date: 3.2.15

**FEES**

Encroachment of Public Right-of-Way	\$54.00 per Event
Business License Fees (per vendor)	\$86.00 annual or \$10.00 one-day



## Special Event Planning Guide & Application

Amplified Sound    Street Closure    Parade    Fair

### Event Organization-

Events or organized activities that involve street closures, encroachment into public right-of-way, or include components requiring the coordination of a number of City departments or other agencies such as the use of alcohol, on-site cooking, food sales, or large-scale temporary structures typically require adherence to the Special Event Permit and Planning Guide. Examples include festivals, parades, runs/walks, markets, and group activities.

By applying for a Special Event Permit, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local, state and federal codes, laws, policies, and regulations associated with the proposed event and its related activities including but not limited to the provisions of the City of Winters Municipal Code, Special Event Permit Application, Special Event Planning Guide, other city documents, permits, requirements and/or correspondence.

**Host Organization** – legally and financially responsible for the overall organization, management, and implementation of an event and its related activities. A Host Organization can be a non-profit tax-exempt organization OR a commercial entity.

**Host Organization Primary Contact** – designated contact for application who has the authority to make planning, operational, and financial decisions on behalf of the Host Organization.

### Insurance Requirements –

Before final approval of your Special Event Permit Application, you will need to provide Commercial General Liability insurance and a separate Additional Insured Endorsement for the Host Organization and all vendors that will support your event (such as security, equipment rental, catering service, food and other vendors, etc). If your event includes the use of alcohol you will also be required to provide Liquor Liability Insurance.

Minimum policy limits are generally \$1 million per occurrence with a \$2 million aggregate; however, the City of Winters reserves the right to adjust policy limits according to the level of risk associated with the event. Each policy and endorsement must include the City of Winters, its officer, employees, volunteers and agents as additionally named insured. Insurance coverage must be

primary and maintained for the duration of the event including set-up and dismantle dates and times.

**Failure to provide accurate insurance documents is one of the most common reasons an event may not receive a final permit or be permitted to incorporate specific event elements.** Therefore, in the early stage of your event planning, contact your insurance provider and all of the vendors you plan to use to ensure that they will be able to provide insurance documents to the City of Winters in a timely manner.

Special Event Insurance is available for a cost through Administrative Services coordination with YCPARMIA, the City's insurer. If you are interested in YCPARMIA providing you a quote for Special Event Insurance, please contact Administrative Services at (530) 795-4910.

### **Alcohol-**

If you plan to provide alcohol at your event, you must receive authorization from the Winters Police Department and the State of California Department of Alcohol Beverage Control. The Police Department may place restrictions on the way in which alcohol is managed at your proposed event.

In addition to authorization from the City of Winters to provide alcohol at your event, it is your responsibility to obtain the appropriate license from the State of California Department of Alcohol Beverage Control. Additional information about Alcohol Beverage Control licensing and permit requirements can be found at [www.abc.ca.gov/Forms/PDFSp.html](http://www.abc.ca.gov/Forms/PDFSp.html)

Liquor Liability Insurance is required as part of your Insurance Requirements if your event features alcohol. Special Event Insurance is available for a cost through Administrative Services coordination with YCPARMIA, the City's insurer. If you are interested in YCPARMIA providing you a quote for Special Event Insurance, please contact Administrative Services at (530) 795-4910.

*Proof of approval from the Winters Police Department and a copy of your approved ABC license is required before approval of your Permit Application.*

### **Food Vendors -**

If you intend to sell, serve, give away, or sample food or consumable products, including water or other beverages, at a public event, each food vendor at your event must also have a Temporary Food Facility Vendor Permit. Please contact Yolo County (530) 666-8646 for more information on county required permits for food vendors.

*Proof of approval from Yolo County from each Food Vendor is required prior to approval of your Permit Application.*

### **No Parking Signs --**

No Parking signs will be provided by the City of Winters. They must be posted by your event staff seventy-two (72) hours prior to your event start time, including set-up. Missing, collapsed, improperly placed, or damaged signs may prevent you from legally towing vehicles within your event

venue and may result in an impact to your overall event plans. All signage must be removed from the venue immediately following the event and no more than 12 hours after the conclusion of all event activities.

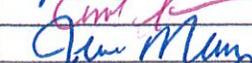
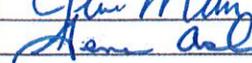
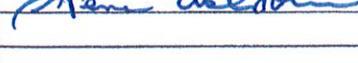
**Community Outreach –**

The City of Winters requires the signature of property owners in the vicinity (300ft radius minimum) of your event acknowledging that they know about your event and agree to the details of your street closure/parade/fair. This signature sheet should include, but not be limited to, the date(s), day(s), time(s), location(s) and types of activities taking place during your event. A Site Plan or map of your event location and configuration should also be provided. The notice also must include a telephone number where members of the public can contact the Host Organizer Primary Contact with the authority to address issues or concerns prior to the event and throughout the event time frame including set-up and dismantle.

**Process –**

1. Host Organization submits complete Special Event Application
2. City Council must approve street closure requests for the following streets:
  - a. Main Street
  - b. Railroad Avenue
  - c. Grant Avenue
  - d. Valley Oak Drive
  - e. Abbey Street
3. City Council must approve amplified sound requests
4. City Council must approve parade permit requests
  - \*\* If approval is needed from City Council for your event, your application will be routed for internal departmental review prior to the Council meeting. (Council meets the first and third Tuesday evenings of the month – plan your application submittal with these timelines in mind – minimum 7 days prior to the Council meeting)
  - \*\* If **no** approval is needed from City Council for your event, your application is routed for internal departmental review and final approval.

\*\*Internal Use Only

Internal Team	Checkmark	Date	Approval Signature
Police		3/8/15	
Fire		3-3-15	
Public Works		3-23-15	
Planning		3/24/15	
Building		3-24-15	
Administrative Services			
City Council			

RAILROAD AVE

PUTAH CREEK CAFE

BUCK HORN

X X X

VENDOR

VENDOR

MAIN ST.

WINE ROOTS

VENDOR

VENDOR

[ ]

BERRYESSA GAP.

VENDOR

VENDOR

[ ]

VENDOR

MUSIC

[ ]

ROOTSTOCK

X X X

137 N Cottonwood Street Ste 2400  
Woodland, CA 95635  
530-666-8646

Environmental Health Services

# YOLO COUNTY PERMIT

Type of Permit : EVENT ORGANIZER 2-6 BOOTHS  
Name of Business WINTERS CHAMBER OF COMMERCE  
Owner of Business WINTERS CHAMBER OF COMMERCE  
Business Location 4TH FRIDAY FEAST  
WINTERS, CA 95694

PERMIT NUMBER  
Facility Number FA0016666  
Permit is Valid From 7/1/2014  
Permit is Valid To 6/30/2015

This permit is issued pursuant to the Yolo County Code and applicable State of California regulations and laws. This permit is valid through the date indicated above unless previously suspended or revoked. The Yolo County Health Officer may revoke or suspend this permit to operate the business listed above for any violation of any code or law. The owner or operator is required to notify Yolo County Environmental Health Service of any change in equipment, operations, or modifications. Any modifications, change in equipment or operation is subject to prior approval by Environmental Health Services. Unapproved changes may be nullified or subject to corrective actions. This permit is not transferable and is valid only to the owner listed above. New owners must apply and pay for a new permit prior to beginning operation.

Permits issued are subject to any permit conditions at the time of permit issuance or thereafter. Permit conditions, if any, are incorporated into this permit by reference. For permits to operate underground storage tanks there is a permit condition form for each tank.

Leslie Lindbo, MBA, REHS  
Director of Environmental Health

  
Environmental Health Program Specialist

Fourth Friday  
Feast.

3/27/15



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: Sheri Neal Organization: Winters Chamber  
 Address: 32A Railroad Ave Mailing Address: \_\_\_\_\_  
 Telephone: 530-795-2329 Today's Date: 2-26-15  
 Streets Requested: Main St from Railroad Ave to Mid crossing  
 Date of Street Closure 3-27-15-10/23/15 Time of Street Closure: 3pm-9pm  
 Description of Activity: local vendors, food, wine and  
MUSIC  
 Services Requested of City: barricades or "no parking"  
Signage  
 APPROVED: [Signature] Police Department [Signature] Public Works Department

[Signature] Fire Department



**POLICY CHANGE DOCUMENT**

**POLICY NO.:** PHPK1152576

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Philadelphia Indemnity Insurance Company | 100921 Rohwer Insurance Agency, Inc.

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**NAMED INSURED**      Winters Chamber of Commerce

**MAILING ADDRESS**    11 Main St  
Winters, CA 95694-1722

**POLICY PERIOD:**      FROM 04/13/2014      TO 04/13/2015      at  
12:01 A.M. Standard Time at your mailing address shown above.

**CHANGE EFFECTIVE**    03/27/2015                      **CHANGE #**      5

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**DESCRIPTION**

In consideration of the premium reflected, the policy is amended as indicated below:

Added:

Liability Special Event Coverage for the following

Event: Fourth Friday Events

Date(s): 3/27/15, 4/24/15, 5/22/15, 6/26/15, 7/24/15, 9/25/15, 10/23/15

Per attached schedules

Path ID 8668647

Total Annual  
Additional/Return Premium \$

100.00  
ADDITIONAL

Total Prorate  
Additional/Return Premium \$

100.00  
ADDITIONAL

COUNTERSIGNED

(Date)

BY

(Authorized Representative)

**Philadelphia Indemnity Insurance Company**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**SUPPLEMENTAL SCHEDULE**

Policy Number: PHPK1152576

Agent # 100921

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
CA PREM NO. 001 SALES/SERVICE ORGANIZATION PROD/COMP OP SUBJ TO GEN AGG LIMIT	47367	45,000 PAYROLL	1.199	INCL	55	INCL
CA PREM NO. 001 SOCIAL GATHERING/MEETING-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	48558	12 LOCATION	36.234	INCL	436	INCL
CA PREM NO. 001 BLDG/PREMS-OFFICE-NOC-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT	61227	700 AREA	149.720	INCL	106	INCL
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			200	
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			50	
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			100	
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			50	

**Philadelphia Indemnity Insurance Company**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**SUPPLEMENTAL SCHEDULE**

Policy Number: PHPK1152576

Agent # 100921

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			50	
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			50	
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			50	
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			50	
CA SPECIAL EVENTS COVERAGE	48558	1 FLAT CHARGE			50	
CA SPECIAL EVENTS COVERAGE	44444	1 FLAT CHARGE			100	
CA LIABILITY DELUXE	44444				59	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FUND RAISING EVENTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance applies to "bodily Injury", "property damage", and "personal and advertising injury" arising out of all of your fund raising events with the following exceptions unless scheduled in paragraph C. below:

- Parades sponsored by the Insured
- Aircraft
- Motorcycle runs and automobile rallies
- Fireworks – exhibitors operated by the Insured.
- Firearms
- Animals – other than house pets
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Rock, Hip-Hop or Rap concerts – with admission over 500 people
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event lasting more than 5 days (including otherwise acceptable events)
- Any event with greater than 500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.
- Any activities by third party telemarketing, direct mail, or internet advertising (including spam) firms.

B. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) related to your fund raising events, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf. However, third party telemarketing, direct mail, or internet advertising (including spam) firms shall not be Insureds.

C. Schedule of fund raising events:

Event(s)	Start Date	Finish Date	Premium
Earthquake Street Festival	08/23/2014	08/25/2014	200.00
Citizens/Business of the Year	01/25/2015	01/27/2015	50.00
Youth Day	04/27/2014	04/29/2014	100.00
FESTIVAL DE LA COMUNIDAD	09/28/2014	09/30/2014	50.00
Christmas Tree Lighting	12/07/2014	12/10/2014	50.00
WORK READY PROGRAM	04/24/2014	04/26/2014	50.00
Downtown Winters Businesses event	07/25/2014	07/26/2014	50.00
Downtown Winters Businesses event	09/26/2014	09/27/2014	50.00
Street Festival	11/07/2014	11/08/2014	50.00
Business Breakfast Meeting	02/18/2015	02/19/2015	
Fourth Friday Events	03/27/2015	04/13/2015	100.00



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Winters Visitor Center Update and Proposed Lease Agreement

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**RECOMMENDATION:**

Staff recommends the City Council: 1) receive the staff report updating the status of the Winters Visitor Center, 2) authorize the City Manager to terminate the lease with the Wallace Family for a portion of the 312 Railroad Avenue property, and 3) authorize the City Manager to execute a new lease/sublease for a portion of the 18 Main Street property owned by the Deleonardi family (recent purchase), previously occupied by Zoily.

**BACKGROUND:**

In February 2009, the Community Development Agency ("CDA") approved a lease agreement for the use of 11 Main Street. The proposed use was for the development of a "destination location". The goals were to either recruit a destination business for the space, or develop an Agency sponsored location to spur local economic and business development.

On May 5, 2009, the CDA Board of Directors approved the Winters Visitor Center Concept Plan, approved a Consultant Services Agreement with DaRe, LLC for interior design and multi-media center development, and authorized an agreement between the CDA and the Winters Chamber of Commerce for staffing and management. The City entered into a sublease agreement with the Chamber on July 1, 2009.

On June 3, 2014, City Council authorized the City Manager to terminate the lease with Opera House Partners ("OHP"), which in turn would allow OHP to enter into a lease agreement with the Scoop. Additionally, the City Council approved the City entering into a lease with Charley Wallace for the space formerly occupied by Attorney John Wallace (312 A Railroad Avenue), and the sublease to the Chamber of Commerce. The lease terms were based on a monthly rent rate of \$500 per month. The revised rent was approximately \$275 less than the rent paid for the space at 11 Main Street.

In conjunction with the Downtown Hotel project, the Railroad Avenue buildings are scheduled to be demolished in April, 2015. After an extensive site search, the Chamber of Commerce Board prefers the proposed location at 18 Main Street, with a number of locations having been considered. It was the general consensus this location would provide the best visibility and access in order to continue providing service to Winters' visitors. The Board does recognize it may be necessary to relocate again based on a successful outcome on the Downtown Hotel project; however, the space is very "move in" ready and is significantly better located than the alternative locations.

**FISCAL IMPACT:**

In the event City Council authorizes the City Manager to terminate the existing lease and execute a new agreement, the proposed 2014/2015 and 2015/2016 budget would not need to be adjusted as the agreed upon rent for the space is the same rent currently paid to the Wallace family for the 312 Railroad Avenue space (\$500 per month).

\$6,000 in Fiscal Year/2015 and \$6,000 in Fiscal Year/2016



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci G. Mills, Director of Administrative Services  
**SUBJECT:** Request for Street Closure, Application for Parade Permit and Amplified Sound Permit Application for 79<sup>th</sup> Annual Youth Day Parade on April 25<sup>th</sup>

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**RECOMMENDATION:**

Approve the Street Closure Request, Parade Permit Application, and Amplified Sound Permit Application for the 79<sup>th</sup> Annual Youth Day Parade on Saturday, April 25, 2015, and authorize an annual donation of \$2,500 to the Youth Day Committee.

**BACKGROUND:**

At the City Council meeting held on April 1, 2008, Council approved a \$2,500 donation to the Youth Day Committee to help support Youth Day festivities, to be paid on an annual basis. Youth Day General Chairman Mike Sebastian has submitted a request for these funds.

**FISCAL IMPACT:**

\$2,500 annually



**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>Michael Sebastian</u>	Organization: <u>Winters Youth Day</u>
Address: <u>1034 Adams Ln, Winters</u>	Mailing Address: <u>Po Box 652, Winters</u>
Telephone: <u>530 795-2091</u>	Today's Date: <u>3/25/15</u>
Streets Requested: <u>Cody St, W. Main - Main St to 1<sup>st</sup>; 1<sup>st</sup> St. to Baker; Baker to 3<sup>rd</sup> St.</u>	
Date of Street Closure: <u>Sat 4/25/15</u>	Time of Street Closure: <u>7AM - Noon</u>
Description of Activity: <u>79<sup>th</sup> annual Winters Youth Day Parade</u>	
Services Requested of City: <u>Barricades, Cones, no parking signs (50-60)</u> <u>(Youth Day will provide notices to all residents on the route 1 week prior)</u>	
APPROVED: _____ Police Department _____ Public Works Department	

APPLICATION FOR PARADE PERMIT

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

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

DATE OF APPLICATION: 3/25/15

NAME OF ORGANIZATION: Winters Youth Day

ADDRESS: Po Box 652, Winters CA 95694 TELEPHONE # 795-2091

PURPOSE OF PARADE: 79th annual Winters Youth Day Celebration

TYPE OF CONVEYENCE: walking, cars, horses

NUMBER OF PERSONS OR ENTRIES ENROLLED Approx 80 entries

TYPE OF SAFETY MEASURES PROVIDED: cones, Barricades, Parade marshals

CITY SERVICES REQUIRED: Barricades, Cones, 2 sets Stairs for review stands  
4 tables, 10 chairs from Comm. Ctr, general police patrols

DATE & TIME OF PARADE: Saturday April 25, 2015 9:45 - Noon

PROVIDE MAP OF PARADE ROUTE.

DATE: 3/25/15 C.C. \_\_\_\_\_

SIGNATURE OF AUTHORIZED APPLICANT: Michael Hebertson Parade Chairman

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

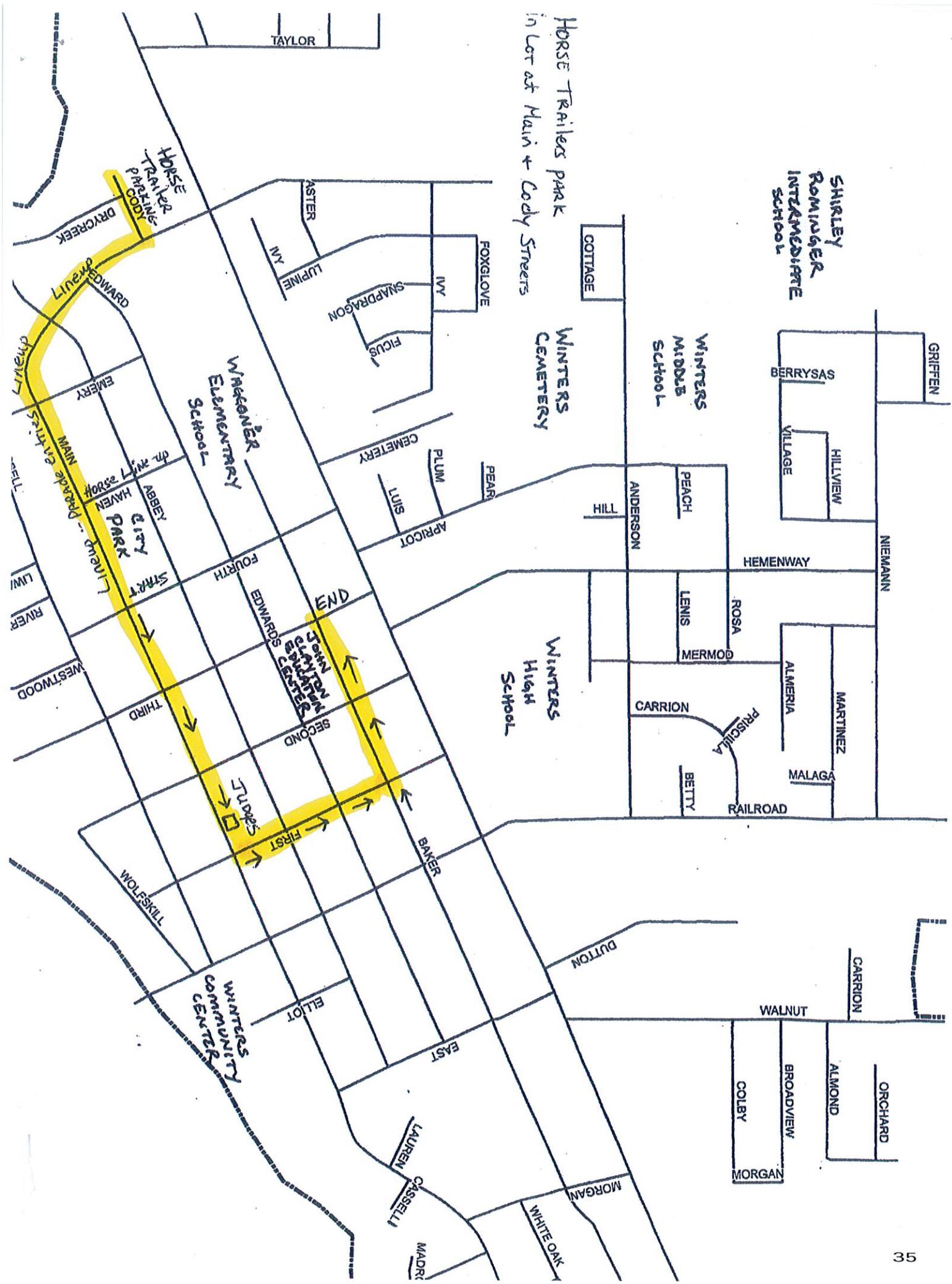
APPROVED BY CITY COUNCIL: \_\_\_\_\_

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

DENIED BY CITY COUNCIL:

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

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



HORSE TRAILERS PARK  
in lot at Main + Cody Streets

SHIRLEY  
ROMINGER  
INTERMIDIRE  
SCHOOL

WINTERS  
MIDDLE  
SCHOOL

WINTERS  
CEMETERY

WINTERS  
ELEMENTARY  
SCHOOL

WINTERS  
HIGH  
SCHOOL

WINTERS  
COMMUNITY  
CENTER

WINTERS  
CITY  
PARK

Date of Application: 3-25-15

To City Council: \_\_\_\_\_

Name of Person(s)/ Organization: Winters Youth Day

Contact: Kathy Cowan

Business Address: Chamber of Commerce

Telephone: 795-9090

Winters 312 Railroad Ave Winters (702) 249-4914

Telephone: \_\_\_\_\_

Type of Event: Concert in the Park (Country Band)

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Youth Day Event  
(sat)

Date/Time of Event: April 25 From: 7:00 pm To: 11:00 pm

Location/Address of Event: Rotary Park

Terry Sheets Band

Rated Output of Amplifier in Watts: 500 WATTS Number of Speakers: 8 SPEAKERS

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: Kathryn Cowan

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 :** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci G. Mills, Director of Administrative Services   
**SUBJECT:** Request for Street Closure for the 7<sup>th</sup> Annual Winters Outdoor Quilt & Textile Art Festival

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**RECOMMENDATION:**

Staff recommends the approval of the Request for Street Closure of Main Street between Railroad Avenue and the mid-block crosswalk on Saturday, June 20<sup>th</sup> from 7:00 a.m. to 5:00 p.m.

**BACKGROUND:**

Created by then-owner of Cloth Carousel Jan Bawart and City of Winters Director of Financial Management Shelly Gunby in 2009, the Winters Outdoor Quilt & Textile Art Festival attracts visitors from all over. Some are quilters; others are just interested in visiting Winters to view the wide variety of quilts and textiles that will be on display.

There will be approximately 200 quilts on display along Main Street, East Main Street, Railroad Avenue and both inside and outside of the Community Center from 10:00 a.m. to 4:00 p.m.

The festival was originally created to draw visitors to Winters to enjoy all the amenities the City has to offer. The festival is free of charge and visitors are encouraged to check in and receive a passport, which will direct them to all the participating and local businesses.

**FISCAL IMPACT:** TBD (barricade at Railroad/Main between Buckhorn and Putah Creek Café; barricade at Main Street's mid-block crossing; hang banner above Main Street)



**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>Adina Schwerdtfeger</u>	Organization: <u>Cloth Carousel</u>
Address: <u>9 Main Street, Winters, CA</u>	Mailing Address: _____
Telephone: <u>530-795-2580 / 707-372-1823</u>	Today's Date: <u>3/1/15</u>
Streets Requested: <u>From Main street between Railroad and First to midway crossing</u>	
Date of Street Closure <u>6/20/15</u>	Time of Street Closure: <u>7am-5pm</u>
Description of Activity: <u>7th Annual Winters Outdoor Quilt &amp; Textile Art Festival</u>	
Services Requested of City: <u>barracade at Railroad/Main crossing between Buckhorn and Putah Creek Cafe; also at First Street @ midway crossing</u>	
<b>APPROVED:</b> _____ <i>Police Department</i> _____ <i>Public Works Department</i>	





*A Proclamation of the City Council of the City of Winters  
Recognizing the Athletic Accomplishments of the  
2015 Winters Warriors Girls Soccer Team*

*WHEREAS, the Winters Warriors Girls Soccer team won the first ever Section Championship in school history by beating the Orland Trojans on Saturday, March 1, 2015. They saved their best, most refined game for last showing why soccer is called "the beautiful game"; and*

*WHEREAS, congratulations are bestowed upon the Winters Warriors Girls Soccer team, the 2014-15 Northern Section DIII and Sacramento Valley North Champions, whose League record was 8-0 and their overall record was 18-5; and*

*WHEREAS, many members of the Winters Warriors Girls Soccer team were recognized for their individual achievements: Sofia Evanoff, Offensive League MVP & Team Co-MVP; Vanessa Arellano, Defensive League MVP & Team Co-MVP; Isabel Angel, All League 1<sup>st</sup> Team & Coaches Award; Logan Kreun, Meghan Murphy, Adriana Jimenez, Deisy Salinas, All League First Team; Heidi Masem, Scholar Athlete & All League Honorable Mention; Ashley Drummond and Lizbeth Mendoza, All League Honorable Mention; and,*

*WHEREAS, Sofia Evanoff led the team in points (97) and goals (42), and Vanessa Arellano led the team in assists (16) and saves (98); and*

*NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Winters hereby recognizes the Winters Warriors Girls Soccer team for their level of dedication and congratulates them for their athletic achievements on behalf of Winters High School and the City of Winters.*

\_\_\_\_\_  
*Mayor Cecilia Aguiar-Curry*

\_\_\_\_\_  
*Mayor Pro Tem Woody Fridae*

\_\_\_\_\_  
*Council Member Harold Anderson*

\_\_\_\_\_  
*Council Member Wade Cowan*

\_\_\_\_\_  
*Council Member Pierre Neu*

\_\_\_\_\_  
*City Manager John W. Donlevy Jr.*

\_\_\_\_\_  
*ATTEST: Nanci G. Mills, City Clerk*



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Public Hearing and Consideration of Community Development Block Grant Application for Public Facilities and Public Services, Resolution 2015-12

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**RECOMMENDATION:**

Staff recommends that the City Council take the following actions: (1) receive the staff report; (2) conduct the public hearing; and (3) adopt Resolution No. 2015-12 approving a Community Development Block Grant (CDBG) General Allocation for Public Facilities and Public Services grant application in the amount of \$2,000,000 for the 2015 CDBG Notice of Funding Availability (NOFA) to the California State Department of Housing and Community Development.

**BACKGROUND:**

Staff is working with Bernadette Austin, the Project Manager from Domus Development, the developer of the Blue Mountain Terrace Senior Housing project, to prepare a Community Development Block Grant application for Public Facility and Public Services. The total estimated cost of the Public Facility project is \$1,395,349, which includes a proposed Senior Center facility to be located on the Blue Mountain Terrace project site.

In conjunction with the Senior Center project, the application includes \$465,118 for Public Services activities, including providing services to Senior Citizens. Additionally, the Grant Application includes a funding request for General Administration in the amount of \$139,535.

**DISCUSSION:**

Under the CDBG General Allocation program, the maximum grant for a Public Facility is \$1,500,000. The NOFA allows applicants to apply for up to \$500,000 for Public Services. Staff proposes that the City apply for a \$2,000,000 grant amount for the 2015 NOFA funding cycle. The grant application includes additional funding for General

Administration, as allowed by CDBG guidelines. Based on the program guidelines outlined in the Notice of Funding Availability (NOFA), if the California Department of Housing and Community Development (HCD) approve the grant application, the City of Winters would have thirty six (36) months to complete the expenditure of funds for the construction of the Public Facility, the Senior Center. City Council previously approved a local funding commitment of \$1,200,000 funded through the Community Development Agency (CDA) housing bond proceeds to the Blue Mountain Terrace Senior Housing Project. In accordance with bond funding requirements, the \$1,200,000 would be provided as a grant. The commitment of local dollar leverage enhances the application's scoring.

**ALTERNATIVES:**

The City Council has the option of not submitting a CDBG application; however, staff would not recommend this alternative as funding for a Public Facility, such as the proposed Senior Center is difficult to obtain. If the City is successful in its' CDBG grant application, it would result in a much needed community facility to serve the growing senior citizen population. Additionally, if successful, the funds secured would provide the start-up funding for much needed services for the senior citizens population of Winters

**FISCAL IMPACT:**

The City would expend \$479,164.29 in CDBG Program Income on eligible activities as required under CDBG regulations. The City would receive \$2,000,000 in CDBG funds and would be obligated to expend the requested \$1,860,465 on eligible activities according to the terms of the CDBG program. It is anticipated the balance of \$139,535 in CDBG funds for General Program Administration will be sufficient to cover city functions including but not limited to staff time used for monitoring and reporting.

**ATTACHMENTS:**

Resolution No. 2015-12  
Notice of Public Hearing

**RESOLUTION No. 2015-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENTS THERETO FROM THE COMMUNITY DEVELOPMENT ALLOCATION OF THE STATE CDBG PROGRAM**

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

**SECTION 1:**

The City Council has reviewed and hereby approves an application for up to \$2,000,000 for the following activities:

Public Facility – Senior Center	\$1,500,000
Public Services	\$ 500,000

**SECTION 2:**

The City has determined that federal Citizen Participation requirements were met during the development of this application.

**SECTION 3:**

The City hereby approves the use of Local Funding Sources (listed below) in the amount of \$1,200,000.

**SECTION 4:**

The City hereby approves the following eligible activities, to be funded by up to \$479,164.29 in Program Income which is currently available or is anticipated to be received over the term of this grant: public facilities or public services.

**SECTION 5:**

The City hereby authorizes and directs the City Manager, or designees to sign this application and act on the City's behalf in all matters pertaining to this application.

**SECTION 6:**

If this application is approved, the City Manager, or designees, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

**SECTION 7:**

If the application is approved, the City Manager, or designees, is authorized to sign Funds Requests and other required reporting forms.

**PASSED AND ADOPTED** by the City Council, City of Winters, the 7th day of April, 2015 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**ATTEST:**

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

**NOTICE of PUBLIC HEARING**

**Notice of Public Hearing for Submittal of State CDBG Application**

NOTICE IS HEARBY GIVEN that the City of Winters will conduct a public hearing on Tuesday, April 7, 2015 at 6:30 p.m. at the City Hall Council Chambers, 318 First Street, to discuss the submittal of an application in response to the 2015 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) and to solicit citizen input.

The Community Development Department on behalf of the City of Winters is applying for a grant for \$2,000,000 and the approval to expend \$479,164.29 in existing or anticipated Program Income under the NOFA for the following eligible activities:

Public Facility – Senior Center	\$1,395,349
Public Services	\$ 465,116
General Program Administration	\$ 139,535

The purpose of the public hearing is to give citizens an opportunity to make their comments known on the proposed activities/application.

If you require special accommodations to participate in the public hearing, please contact Nanci Mills at 530-795-4910, to arrange for those accommodations to be made.

If you are unable to attend the public hearing, you may direct written comments to the City of Winters Community Development Department, or you may telephone Dan Maguire at 530-794-6718. In addition, a CDBG Public Information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

The City of Winters promotes fair housing and makes all of its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

## **NOTICE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City of Winters will conduct a public hearing on Wednesday, March 25, 2015, at 6:30 p.m. at the City Hall Council Chambers, 318 First Street, to discuss the Community Development Block Grant (CDBG) Program Income (PI) and to solicit citizen input. The City has approximately \$466,000 in Program Income and anticipates receiving additional Program Income estimated at \$10,000 for the current fiscal year (July 2014-June 2015).

CDBG activities must benefit low and moderate-income households, reduce or eliminate slums and blight, or address an urgent community need such as flood or earthquake. CDBG Program Income may be used for the following types of activities: Housing activities including assistance for acquisition and rehabilitation, public improvements such as sewer installation, street and sidewalk improvements serving low-income residential neighborhoods, and infrastructure supporting the construction of new affordable housing; public facilities including acquisition, construction or rehabilitation of shelters, health clinics, youth centers, senior centers, parks or other public amenities; public services; code enforcement activities; job creation activities including loans or grants for new business creation or expansion of existing businesses; and technical assistance, support services, loans or grants to low-income microenterprise business owners.

The purpose of the public hearing is to provide citizens an opportunity to comment on CDBG PI Uses. If you are unable to attend the public hearing, you may direct written comments to the City of Winters Community Development Department, 318 First Street, Winters, CA 95694 or you may telephone Dan Maguire at 530-794-6718 with questions or comments. In addition, a CDBG public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact Nanci Mills at 530-795-4910, to arrange for those accommodations to be made.

The City of Winters promotes fair housing and makes all programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Published March 12, 2015



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Authorize City Manager to execute a Contract for Construction Services Agreement with Solano Construction for Demolition of the building and property at 314 Railroad Avenue and 318 Railroad Avenue for the Downtown Hotel Project (APN #s 003 204 005 & 003 204 006)

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**RECOMMENDATIONS:**

1) Receive the report from staff recommending the issuance of a Construction Services Contract to Solano Construction for Demolition Services of City-owned buildings at 314 & 318 Railroad Avenue (formerly known as JJ's and Cody's) for the Downtown Hotel project, and 2) Authorize the City Manager to execute a contract with Solano Construction for the Construction Services Agreement.

**BACKGROUND:**

As part of the City's Development Agreement with AKM Railroad LLC for the Downtown Hotel project, the City is required to provide a "clean site" as a condition of the sale of the property. The buildings at 314 & 318 Railroad need to be demolished as part of the City's obligation under the Development Agreement. The City received bids from 3 different contractors to remove the buildings and the concrete slabs, 2 from Vacaville and 1 from Winters. Solano Construction was the low responsive bidder at \$25,695.00. The other bids came in at \$51,027.50 and \$52,995.00. The contract will cover the building demolition and concrete removal.

**FISCAL IMPACTS:**

Total contract amendment cost is not to exceed \$25,695.00.

**ATTACHMENTS:**

Informal Bid Request for Proposals and Related Documents

**CITY OF WINTERS  
INFORMAL BID REQUEST FOR PROPOSALS  
03-20-2015**

**CODY'S AND JJ'S SELECTIVE SITE AND BUILDING DEMOLITION**

The City of Winters is soliciting Proposals from California licensed contractors that are qualified and licensed to perform selective site and building demolition. The successful contractor shall comply with the requirements and general conditions stated in this request for proposal. **Lead-Based Paint is present.**

After reviewing the information submitted in response to this Informal Bid Request for Proposals, the City of Winters expects to enter into a contract with the firm whose proposal best meet the City's requirements.

**I. PROJECT DESCRIPTION**

The City of Winters proposes to remove all buildings/structures owned by the City on the 300 block of Railroad Avenue site (located at 314 & 318 Railroad Avenue in Winters, CA.). **Two structures are currently standing on the parcels, and the City desires the site be clear of all structures and debris.**

An inspection was recently performed by Anderson Environmental Consulting ("AEC") Inc., which identified asbestos and/or lead-based paint is present in the materials to be demolished. The report/survey provides information on the substrates that were tested and the results. A complete copy of the report/survey is included herewith for your reference. The asbestos-containing materials will be properly removed and disposed of by a licensed and registered asbestos abatement contractor prior to building demolition (under separate contract).

**II. SCOPE OF WORK GENERAL CONDITIONS**

**CONTRACTOR SHALL:**

- Obtain a City of Winters Business License prior to beginning any work.
- Dismantle and remove existing building/structure improvements, appurtenances, foundations, and grade site to workmanlike smooth finish (no vertical walls).
- Discard offsite, all materials generated by the removal.
- Cut as necessary and cap below ground level any remaining pipes or other materials protruding above ground level, and measure and mark on a map and with a lathe stake.
- Coordinate removal work with designated City Staff and provide 48 hour notice prior to beginning work.
- Provide 48-hour notification to adjacent building occupants, within a 300' radius, of work plan, schedule and emergency contact information.
- Provide Dust Control.
- Contractor shall provide/secure site with temporary 6'-0" chain link fencing placed around the perimeter of the project site. Fence post concrete block anchors shall be sandbagged to prohibit fence from falling in windy conditions.
- Provide 50% Labor and Material Bond
- Provide 100% Performance Bond

• **CITY OF WINTERS SHALL:**

- Prepare & submit with the required fee, the proper notifications to the Federal Environmental Protection Agency and Yolo-Solano Air Quality Management District. The Asbestos Demolition/Renovation Form/Fee Process has been started through Yolo-Solano Air Quality Management District and the City will update with Contractor information once the contract is awarded.
- Hold a non-mandatory pre-proposal meeting on **Monday March 23, 2015, between 10:00 a.m. and 11:00 a.m.**, for all interested contractors to tour the facilities proposed for demolition. All interested contractors are asked to attend but do not have to have attended to be considered responsive to the RFP.
- Coordinate disconnection of utilities, including water, sewer, gas and electric to the buildings. The City has worked with PG&E to have these services terminated (completed).
- Provide a no-cost City of Winters Demolition Permit. This Application process has been initiated with the City of Winters Building Department. When the awarded Contractor is selected and awarded, the City will issue the Demolition Permit to the Contractor.
- The Contractor shall coordinate their work schedule closely with the City and shall cooperate fully with the building official.

**Other:**

- Work shall be completed during regular City business hours: Monday through Friday, 8 am to 5 pm. Work outside of these hours must be approved by and coordinated with Public Works staff.
- Upon completion of the project, all equipment and materials shall be removed from the site.
- City of Winters assumes no responsibility for the structural integrity of any materials salvaged as part of this project. These materials become the sole property and responsibility of the contractor.
- The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's principal office and available on request or, alternatively, may be accessed from the website of the Division of Labor Statistics and Research, California Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>

**III. CRITERIA FOR EVALUATING PROPOSALS**

(Not in any specific order of rank)

- a. Adequately satisfy the City of contractor's qualifications and expertise in executing the proposed project.
- b. Pricing of overall project.
- c. Ability to meet desired timelines.
- d. Meeting all required liability insurances.

**IV. PROCESS**

***A non-mandatory pre-proposal meeting will be held on-site Monday March 23, 2015, between 10:00 a.m. and 11:00 a.m.***

**Sealed proposals from interested contractors must be submitted by 3:00 p.m. on March 27, 2015, to:**

**City of Winters  
ATTN: Dan Maguire  
Economic Development & Housing Manager  
318 First Street  
Winters, CA 95694**

***Incomplete or late proposals will not be considered.***

Proposals must identify, at a minimum:

- a. Company name, address and name of the contact person.
- b. Firm, fixed price for all services provided.
- c. Indicate State of California Contractor's License (classification \_\_\_) and number.
- d. Proposal must be signed by an authorized company representative.
- e. The project completion shall be April 30, 2015..

Submission of a proposal shall be deemed evidence that the bidder has familiarized itself with the site and all aspects of the project and has verified its receipt of all addenda to this RFP (bidders are responsible for ensuring they have received any and all addenda prior to bid opening).

The City of Winters reserves the right to reject proposals determined in the City's sole discretion to be non-responsive to this RFP and to cancel in whole, or in part, this RFP.

Proposals shall not be accepted from contractors and/ or subcontractors ineligible to bid on public works projects pursuant to California Labor Code section 1777.1 or 1777.7.

Within ten (10) days of the notice of award, the successful Firm/ Contractor shall execute a contract for the project in the form of the contract attached to this RFP.

Firm/Contractor, after notice of award and prior to execution of the contract must provide copies of all required insurance forms which are attached to this RFP.

Firm/Contractor, after notice of award and prior to execution of the contract, must provide a payment bond in the amount of no less than 100% of the contract price in the form attached to this RFP. No modification of the attached form shall be accepted.

In accordance with Municipal Code section 3.36.050, the contract for the Project, if it exceeds thirty thousand dollars, shall be awarded to the lowest responsive and responsible bidder.

## **V. ESTIMATED SCHEDULE**

Proposals are due by 3:00 p.m. on March 27, 2015. Contract Award shall be taken to City Council on April 7, 2015.

Project completion: The Contractor shall commence work within ten (10) days of the Notice to Proceed (NTP), and diligently prosecute the work to completion by April 30, 2015.

## **VI. CONTACT PERSON**

Questions concerning proposal conditions, timeline and specification shall be in writing and faxed to:

Dan Maguire  
Project Manager

City of Winters  
Fax 530-795-4935 or email [daniel.maguire@cityofwinters.org](mailto:daniel.maguire@cityofwinters.org)  
Direct Line: 530-794-6718

## **VII. ATTACHMENTS**

Bid Proposal Form  
Lead Base Paint Survey Reports  
Construction Agreement  
Non-Collusion Affidavit  
Bond Forms

**CODY'S AND JJ'S SELECTIVE SITE AND BUILDING DEMOLITION  
BID PROPOSAL FORM**

**A. BASE BID**

The undersigned declares that he/she has examined the location of the proposed work, that he/she has examined these contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all work in strict accordance with the said contract documents, for the lump sum of:

Total Base Bid Amount = \$ \_\_\_\_\_

Project completion: The Contractor shall commence work within ten (10) days of the Notice to Proceed (NTP), and diligently prosecute the work to completion within THIRTY (30) working days of said NTP.

Contractor's License Number: \_\_\_\_\_

Contractor's License Classification: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

CONTRACTOR:

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

TITLE: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF YOLO )

) as

being first duly sworn in deposes and says that he is \_\_\_\_\_

\_\_\_\_\_

(Sole Owner, Partner, President, Secretary etc.)

of \_\_\_\_\_

the party making the foregoing bid, that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder, or anyone else, to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract, or anyone interested in the proposed contract; that all statements contained in such bids are true; and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid or will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid individual, except to such person or person as have a partnership or other financial interest with said bidder in his general business; that the Contractor has not accepted any bid from any subcontractor or material supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering the bid from any subcontractor material supplier, which is not processed through said bid depository, or which prevent any subcontractor or material supplier from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository.

Signed \_\_\_\_\_

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

19\_\_\_\_\_. Title: \_\_\_\_\_ Notary Public in and for the

County of \_\_\_\_\_, State of \_\_\_\_\_.

**SECTION 00500**  
**CONSTRUCTION AGREEMENT**  
**AGREEMENT No. \_\_\_\_\_**

THIS CONTRACT made on \_\_\_\_\_ by and between the CITY OF WINTERS, hereinafter called the City, and \_\_\_\_\_ hereinafter called the Contractor.

**WITNESSETH:**

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

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

Request for Proposals (Cody's and JJ's Selective Site and Building Demolition)  
Accepted Bid  
Construction Agreement  
Labor and Material Bond to Accompany Contract  
Performance Bond to Accompany Contract  
Winters Standard Specifications (September 2003)

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

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

2. THE WORK: The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the **(Project Name)** as called for, and in the manner designated in, and in strict conformity with, the Request for Proposal prepared by the City of Winters and adopted by the City, and which Cody's and JJ's Selective Site and Building Demolition are identified by the signatures of the parties to this Contract. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as the Engineer for the purpose of this Contract, the following named person:

3. **CONTRACT PRICE:** The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of \_\_\_\_\_ dollars (\$) subject to additions and deductions as provided in the Contract Documents. The sum includes base bid. All other Alternate Propositions are rejected by City, and are not included in this Contract.

**CONTRACT**

**BID SCHEDULE**  
(Project Name and No.)

**BASE BID**

Bid Item	Description/Units	Quantity	Unit	Total Price
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**TOTAL BASE BID:**            \$ \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

4. **PERMITS; COMPLIANCE WITH LAW:** The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.
5. **INSPECTION BY CITY:** The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.
6. **NOTICE AND SERVICE THEREOF:** Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely, (a) if the notice is given to the City, by personal delivery thereof to the Manager of the City, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City, postage prepaid and certified; (b) If the notice is given to the

Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at \_\_\_\_\_ postage prepaid and certified; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

7. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.
8. CONTRACTOR'S WARRANTY: The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations there from.
9. TIME FOR PERFORMANCE The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion within ( ) days of said Notice to Proceed.
10. NOT USED
11. APPRENTICES: Contractor agrees to be bound by and comply with the provisions of sections 1777.5 et seq. of the Labor Code in respect to apprentices.
12. INSURANCE.
  - (a) WORKER'S COMPENSATION. During the term of this Agreement, CONTRACTOR shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not

be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONTRACTOR may have for worker's compensation.

- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONTRACTOR shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
- (c) NOT USED.
- (d) CERTIFICATES OF INSURANCE. CONTRACTOR shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

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

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

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

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

**CITY OF WINTERS**

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

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

**CONTRACTOR**

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

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

**ATTEST:**

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

**APPROVE AS TO FORM:**

\_\_\_\_\_  
City Attorney

**SECTION 00610**  
**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corp., Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**CITY OF WINTERS**  
**318 First Street, Winters, California 95694**

hereinafter called CITY, in the total aggregate penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the CITY, dated the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
**Project No. \_\_\_\_\_**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CITY, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to the BOND, or Contract shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the CITY and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The CITY is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
(Number) counterparts, each one of which shall be deemed an original, this  
the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness to Surety

BY \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

**CITY OF WINTERS  
STATE OF CALIFORNIA**

**LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (Contractor), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF WINTERS, CALIFORNIA, herein called "Entity," duly created and existing under and by virtue of the laws of the State of California, and unto any and all material, men, persons, companies, or corporations furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements, or machinery, for or contributing to said work, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the Contractor, company, or corporation, in the just and full sum of \_\_\_\_\_ (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment whereof well and truly to be made to said CITY OF WINTERS and to said persons jointly or severally, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that whereas, the above-bounded Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference and made a part hereof, for all purposes, as though fully set forth herein or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, and special provisions entitled:

\_\_\_\_\_  
**Project No.** \_\_\_\_\_

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, or upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to

work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees or the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the sureties will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of California, providing for contractor's bond; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon the bond.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

"PRINCIPAL" (CONTRACTOR): \_\_\_\_\_

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

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

"SURETY": \_\_\_\_\_

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

Attorney-in-Fact

WITNESS: \_\_\_\_\_



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager *JW*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Authorize the City Manager to extend the Exclusive Negotiation Agreement with Winters Healthcare Foundation for development of a Federally Qualified Health Center ("FQHC") Project on a portion of the Grant Avenue Commercial property (APN #s 003 370 028, 003 370 029, and 003 370 030)

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**RECOMMENDATION:**

Staff recommends City Council take the following actions:

- 1) Receive the staff report update,
- 2) Authorize the City Manager to extend the Exclusive Negotiation Agreement ("ENA") with the Winters Healthcare Foundation.

**BACKGROUND:**

In February of 2014, Staff began preliminary discussions with Senior Management of Winters Healthcare Foundation ("WHF") to determine their interest in consolidating their operations in a new construction facility to be located on the Grant Avenue Commercial property. Currently, the WHF has three separate facilities, all located on Main Street, with one location for the Health Clinic, another location for their Dental Clinic, and a third location for their Administrative Offices. With the recent completion of the Dollar General and Yolo Federal Credit Union Purchase and Sale Agreements, coupled with the anticipated Department of Finance approval of the Domus Development Purchase and Sale agreement, approximately 1.5 acres of the Grant Avenue Commercial property remains available.

At the September 2, 2014 Council meeting, City Council authorized the City Manager to execute an Exclusive Negotiation Agreement (ENA) which allowed the City to pursue a Purchase and Sale Agreement with WHF. Once finalized, the P&S Agreement would be subject to approval by the Successor Agency, the Oversight Board, and the Department of Finance.

Winters Healthcare was recently approached by the private party proposing to develop an alternate site. After reviewing the alternative site, the WHF board asked staff to request an extension of the ENA to allow for the evaluation of the alternate site versus the City owned property. Staff recommends City Council extend the current ENA to May 15, 2015, an extension of two months to the current ENA.

**FISCAL IMPACT:**

None by this action

**ATTACHMENTS:**

Letter from Winters Healthcare Foundation requesting ENA Extension  
Exclusive Negotiation Agreement (ENA)



John Donlevy  
City of Winters  
318 First Street  
Winters, CA 95694

RE: Extension of Exclusive Negotiating Agreement with Winters Healthcare for Grant Avenue Site

March 3, 2015

Dear Mr. Donlevy,

The Winters Healthcare Foundation, Inc. (WHF) is appreciative of the support and encouragement offered by the City of Winters in our efforts to develop a new integrated healthcare facility. Extensive discussions regarding the Grant Avenue property have been held with the WHF Board of Directors, management, staff, and consultants. Building design options and financing for the project continue to be evaluated and are moving forward.

WHF was recently approached by a private party regarding a potentially larger parcel in the same general area. After careful consideration, the WHF Board of Directors voted to request an extension of the current Exclusive Negotiating Agreement (ENA) between the City of Winters and WHF in order to investigate the potential site.

The current ENA between WHF and the City of Winters is set to expire on March 15, 2015. WHF would like to request an extension of the ENA with the City in order to investigate the parcel as a potential site. We should have more information on whether the alternative site is a realistic option, and whether we will pursue it in earnest by the end of April 2015.

WHF looks forward to continuing to work closely with the City of Winters to build a new facility with the goal of improving the health of the entire community. Thank you again for your continued support!

Sincerely,



Christopher Kelsch  
Executive Director  
Winters Healthcare Foundation, Inc.

*Winters Healthcare Foundation, Inc.*  
310 Main Street, P.O. Box 674, Winters, Ca 95694  
Telephone: 530-795-5200 Fax: 530-795-5300

[www.wintershealth.org](http://www.wintershealth.org)

*"Providing compassionate care as partners with our community to improve lives and inspire health."*

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into this 15<sup>th</sup> day of September, 2014, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and Winters Healthcare Foundation Inc. , a California non-profit corporation (501 C3) ("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 on Grant Avenue at East Baker Street (a portion of APN#s 003 370 028, 029, & 030), 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 Federally Qualified Health Center and related uses. 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 a Federally Qualified Health Center 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, affordability restrictions on the Property, 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 non-profit corporation.

### **302. Office of Developer**

The principal office of the Developer is 310 Main Street, Winters, CA 95694

### **303. Principal Representatives of Developer**

The principal representatives of Developer for purposes of negotiating the PSA are as follows: Christopher Kelsch & Joyce Jordan.

### **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

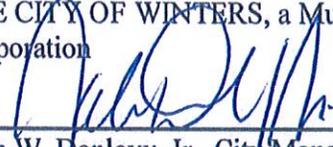
agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to any Purchase and Sale Agreement and all proceedings and decisions in connection therewith.

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.

Sept. 15<sup>th</sup>, 2014

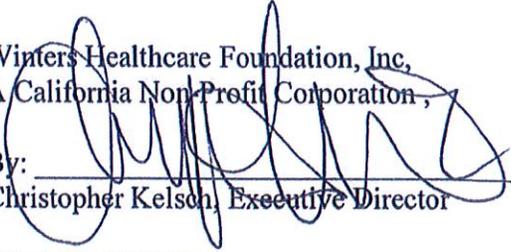
THE CITY OF WINTERS, a Municipal Corporation

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

"CITY"

\_\_\_\_\_, 2014

Winters Healthcare Foundation, Inc,  
A California Non-Profit Corporation,

By:   
Christopher Kelson, Executive Director

"DEVELOPER"

ATTEST:

By:   
Nanci Mills, City Clerk

APPROVED AS TO FORM:

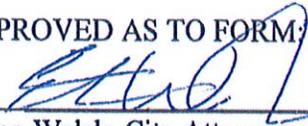
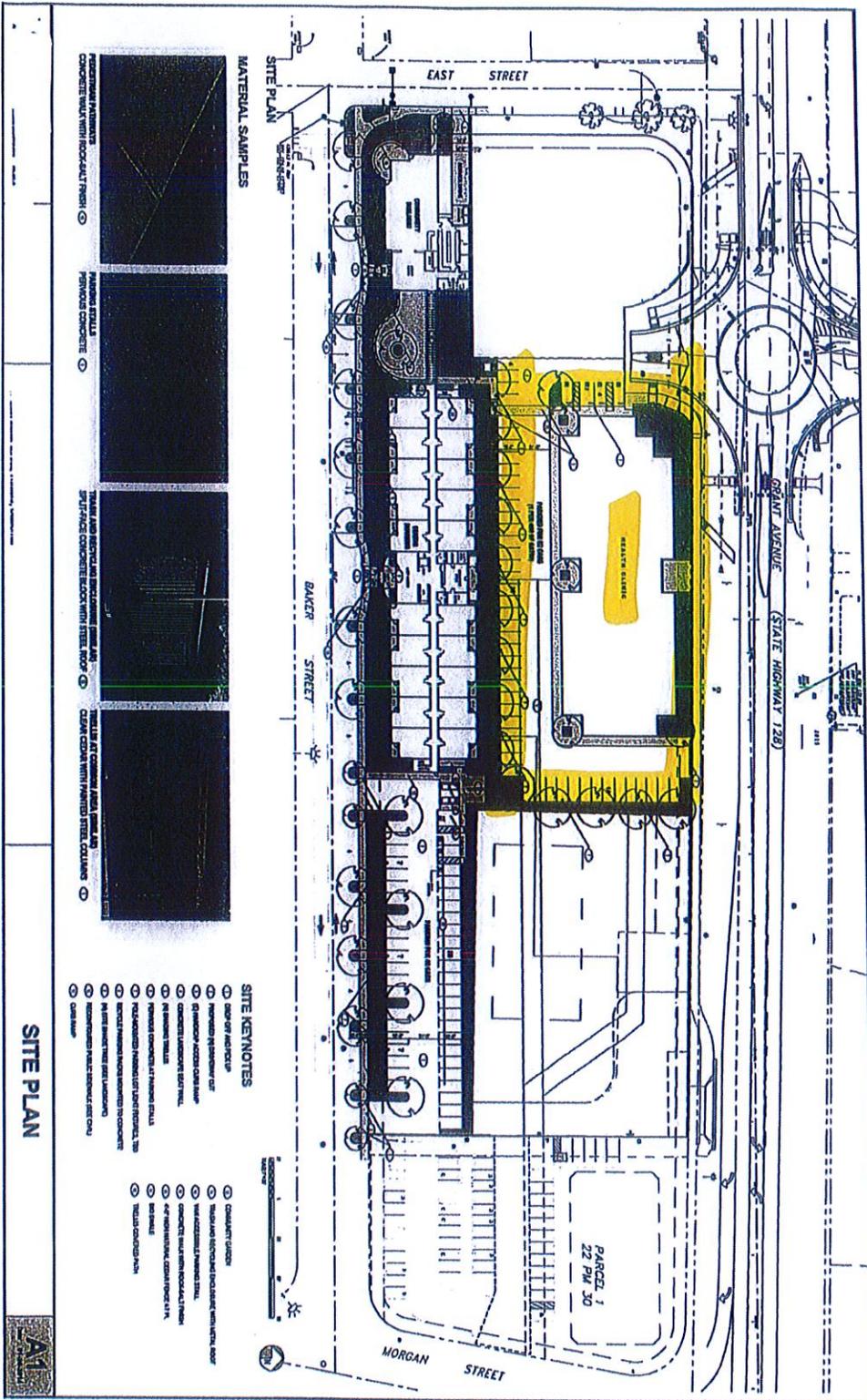
By:   
Ethan Walsh, City Attorney

EXHIBIT A  
MAP OF THE PROPERTY

[To Be Inserted.]



**SITE PLAN**





**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2015  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk  
**SUBJECT:** Yolo County's First Annual Literacy Symposium

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**RECOMMENDATION:**

Authorize a member of the City Council to attend the symposium on behalf of the City of Winters.

**BACKGROUND:**

In Yolo County, six out of ten students are proficient in reading by the 3<sup>rd</sup> grade, and only three of ten low-income and latino students are proficient in reading by the 3<sup>rd</sup> grade. (2013 ELA CST Assessment Data Source: [www.kidsdata.org](http://www.kidsdata.org)).

When children reach the 3<sup>rd</sup> grade with low literacy skills, they face almost insurmountable challenges in learning. They account for 63% of youth who do not graduate from high school

The symposium will be held on Wednesday, April 29 from 2:00 p.m. to 5:00 p.m. at the Yolo County Office of Education Conference Room, where the discussion will include strategies to meet the literacy needs of our county's youngest at-risk students and families.

**FISCAL IMPACT:**

None by this action.

# SAVE THE DATE!

## FIRST ANNUAL LITERACY SYMPOSIUM

---

*Tackling the "Achievement Gap"*  
*- Every Child A Reader by 3<sup>rd</sup> Grade -*

6 out of 10 students are proficient in Reading by 3<sup>rd</sup> Grade in Yolo County

3 of 10 Low-Income & Latino students are proficient in Reading by 3<sup>rd</sup> Grade!!!

(2013 ELA CST Assessment data source: [kidsdata.org](http://kidsdata.org))

### FOUR KEY ISSUES:

- *Literacy by 3<sup>rd</sup> Grade*
- *Parent Engagement*
- *Nutrition*
- *Summer Learning*

## JOIN US

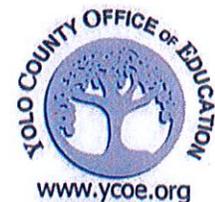
## AND BE A CHAMPION FOR LITERACY!

**WHEN:** Wednesday, April 29<sup>th</sup>

**TIME:** 2:00 p.m. – 5:00 p.m.

**WHERE:** Yolo County Office of Education  
Conference Center: Suite 120  
1280 Santa Anita Court, Suite 120  
Woodland, CA 95776

### SPONSORS



### WHO NEEDS TO ATTEND?

All Civic & Community Leaders, District Administrators, Non-Profit Service Agencies (for children, family, & nutrition) & Higher Education Institutions serving Yolo County!

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**COMMIT & [REGISTER BY CLICKING HERE!](#)**

---

# Champion of Literacy Commitment and Invitation

---

*A community call to action: Every Child a Reader by 3rd Grade*

We invite you to be a Yolo County **Champion of Literacy** by supporting the **First Annual Literacy Symposium**

**Join us on April 29** when we will discuss strategies to meet the literacy needs of our county's youngest at-risk students and families. This 3-hour symposium will focus on:

- ✓ Early intervention and targeted approaches to student improvement
- ✓ Food security and nutrition access to stimulate learning readiness
- ✓ Community engagement including enhanced parent participation
- ✓ Summer learning sustainability

## What do I need to do?

- Put your name and/or organization's name on the supporters list by emailing [Anabel.Figueroa@ycoe.org](mailto:Anabel.Figueroa@ycoe.org)
- Include your organization's logo in your email so we can acknowledge you.
- Attend the symposium or send a representative from your organization.
- Be part of the critical engagement we need to find strategies that work in Yolo County.

## Why should this issue be top of my list?

When children reach the 3<sup>rd</sup> grade with low literacy skills they face almost insurmountable challenges in learning – they account for 63% of youth who do not graduate from high school. (National average from Casey Foundation study, 2013).

This is a **critical issue** in Yolo County:

- 69% Economically Disadvantaged Youth are not reading at Grade Level at 3<sup>rd</sup> Grade
- 54% African American Youth are not reading at Grade Level at 3<sup>rd</sup> Grade
- 43% Hispanic Youth are not reading at Grade Level at 3<sup>rd</sup> Grade

Please email [Anabel.Figueroa@ycoe.org](mailto:Anabel.Figueroa@ycoe.org) to confirm your support and include your organizations' logo by **March 15, 2015**. Register at <http://tinyurl.com/k2suahb>

The Symposium will be held April, 29 from 2 -5 pm at the Yolo County Office of Education Conference Room, 1280 Santa Anita Court, Woodland CA 95776 phone: (530) 668-6700

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(Data from <http://www.aecf.org/resources/early-warning-confirmed/> and 2013 STAR test results)



**Yolo County Library**  
Patty Wong, County Librarian



**YOLO COUNTY  
OFFICE OF EDUCATION**  
Jesse Ortiz, Ed.D., Superintendent of Schools



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: April 7, 2015  
THROUGH: John W. Donlevy, Jr., City Manager *JWD*  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: January 2015 Treasurer Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for January 2015.

**BACKGROUND:**

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review. Items of note in the attached report are as follows:

General Fund

General Fund revenues are 43% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax were received in January 2015, and are 50% of budget.
- The first installment of Property Tax in lieu of Sales Tax was received in January 2015, and are 53% of budget.
- The first installment of Property Tax in lieu of VLF was received in January 2015 and is 52% of budget.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization and is 45% of budget.
- Utility User Tax is received approximately 1-3 months after the utilities are used and is 50% of budget.
- Building permit fees received are 21% of budget.
- General Fund expenditures are 51% of budget.

Other funds:

Fund 211 City Wide Assessment District: The first installment was received in January 2015 and are 37% of budget.

Fund 611 Water: Water fund revenues are 58% of budget and expenditures are 55% of budget.

Fund 621 Sewer: Sewer fund revenues are 62% of budget and expenditures are 47% of budget.

**FISCAL IMPACT:**

None

City of Winters  
 Estimated Fund Balances Report  
 Estimated Fund Balances as of January 31, 2015

Fund	Fund Name	Audited		Current Year Expenditures	Transfers In/(Out)	Ending Fund Balance	Change From 6/30/2014
		Fund Balance June 30, 2014	Current Year Revenues				
101	General Fund	\$ 835,095	\$ 1,807,729	\$ 2,143,743	\$ (7,599)	\$ 491,482	\$ (343,613)
104	Fireworks Fund	(288)	2,609	5,578	-	(3,257)	(2,969)
105	Senior Fund	385	2	-	-	387	2
106	Monitoring Fee	-	1,960	360	-	1,600	1,600
107	City Park Maintenance	2,207	48	-	-	2,255	48
108	Koda Camp	-	8,860	-	-	-	-
110	Housing Successor	(161,368)	62,880	-	-	(98,488)	62,880
113	2007 Housing TABS	1,260,516	1,493	19,247	-	1,242,762	(17,754)
201	Fire Prevention Grant	857	1	-	-	858	1
208	First Time Homebuyer	84,618	106	-	-	84,724	106
211	City Wide Assessment	70,253	102,487	161,603	-	11,137	(59,116)
212	Flood Assessment District	3,836	5	-	-	3,841	5
221	Gas Tax	98,890	103,139	89,427	-	112,602	13,712
223	PERS Trust Fund	-	1	-	-	1	1
231	State COPS 1913	(21,690)	40,922	44,650	-	(25,418)	(3,728)
233	Realignment Funds	49,184	17,245	2,312	-	64,117	14,933
251	Traffic Safety	161,927	2,751	-	-	164,678	2,751
252	Asset Forfeiture	10,931	12	519	(3,355)	7,069	(3,862)
254	Vehicle Theft Deterrent	50,216	21	-	-	50,237	21
278	Prop 84 Park	(126,229)	-	5,455	-	(131,684)	(5,455)
287	After School Program Contr	542	1	-	-	543	1
289	Dry Slough Bridge	(41,067)	-	1,097	-	(42,164)	(1,097)
291	Beverage Recycling Grant	22,693	5,028	400	-	27,321	4,628
294	Transportation	454,472	8,610	224,659	-	238,423	(216,049)
299	After School Program	139,264	87,601	63,996	-	162,869	23,605
304	2012 SACOG Grant	(22,735)	7,232	14,868	-	(30,371)	(7,636)
313	STBG-96-1043 Housing and P	(29,070)	-	-	-	(29,070)	-
319	CDBG Park Grant	(19,140)	-	97,662	-	(116,802)	(97,662)
321	EDBG 99-688 Buckhorn	-	6,332	-	(6,332)	-	-
322	EDBG 96-405 Cradwick	718	13,573	-	(13,467)	824	106
351	RLF Housing Rehabilitation	317,678	186	-	(306,221)	11,643	(306,035)
352	RLF Affordable Housing	20,782	2	-	(3,357)	17,427	(3,355)
355	RLF Small Business	117,002	5,773	-	(122,776)	(1)	(117,003)
356	RLF HOME Program	110,608	138	-	(291)	110,455	(153)
357	Micro Enterprise RLF	7,472	1	-	(7,474)	(1)	(7,473)
358	Program Income Fund	-	-	-	471,695	-	-
411	Street Impact Fee	729,004	25,770	1,031	-	753,743	24,739
412	Storm Drain Impact Fee	189,921	851	1,031	-	189,741	(180)
413	Parks & Recreation Impact	(111,554)	-	1,031	-	(112,585)	(1,031)
414	Public Safety Impact Fee	242,867	4,963	1,031	-	246,799	3,932
415	Fire Impact Fee	272,842	9,848	1,031	-	281,659	8,817
416	General Facilities Impact	347,564	17,212	1,031	-	363,745	16,181
417	Water Impact Fee	435,390	5,203	1,031	-	439,562	4,172
418	Sewer Impact Fee	(198,527)	9,292	1,031	-	(190,266)	8,261
419	Flood Control Fee	229,642	287	-	-	229,929	287
421	General Fund Capital	552,978	691	-	-	553,669	691
422	Landfill Capital	198,849	244	7,435	-	191,658	(7,191)
427	Equipment Replacement Fund	599,274	52,861	306,323	-	345,812	(253,462)
429	Service Reserve Fund	1,002,770	649	-	-	1,003,419	649
481	General Plan 1992	606,414	-	-	5,966	612,380	5,966
482	Flood Control Study	(123,701)	2	-	-	(123,699)	2
492	RAJA Storm Drain	29,008	48	-	-	29,056	48
494	CARF	71,947	6,196	-	-	78,143	6,196
495	Monitoring Fee	-	5,966	-	(5,966)	-	-
496	Storm Drain Non-Flood	234	-	-	-	234	-
501	General Debt Service	56,277	70	-	-	56,347	70
611	Water O & M	4,113,749	735,816	652,686	(90,000)	4,106,879	(6,870)
612	Water Reserve	1,631,131	1,619	-	-	1,632,750	1,619
615	2007 Water Bonds	170,816	-	7,695	-	163,121	(7,695)
616	Water Conservation	20,204	11	-	-	20,215	11
617	Water Meter Fund	313,660	29,429	867	-	342,222	28,562
619	Water Debt Service Fund	(3,305,525)	-	-	90,000	(3,215,525)	90,000
621	Sewer O & M	4,742,423	1,037,416	1,086,176	(104,996)	4,588,667	(153,756)
626	2007 Sewer Bonds	2,118,292	-	-	(6,868)	2,111,424	(6,868)
629	Sewer Debt Service	(3,845,962)	76	-	111,865	(3,734,021)	111,941
651	Central Service Overhead	-	-	(858)	-	858	858
652	Equipment Lease	-	-	(1,307)	-	1,307	1,307
771	RORF	(16,488,185)	730,973	291,539	168,154	(15,880,597)	607,588
772	RDA Trust	608,993	-	-	-	608,993	-
773	2007 TABS	34,451	14	6,136	-	28,329	(6,122)
781	RDA Long Term Debt	668,155	-	-	(168,154)	500,001	(168,154)
821	Winters Library	4,060	-	-	-	4,060	-
831	Winters Library	81,733	26,154	28,246	-	79,641	(2,092)
833	Festival de La Comunidad	6,443	3,008	2,438	-	7,013	570
846	Quilt Festival	46	525	27	-	544	498
911	General Fixed Assets	23,570,556	-	-	-	23,570,556	-
Totals		\$ 22,974,798	\$ 4,983,082	\$ 5,271,227	\$ 824	\$ 22,215,782	\$ (759,016)

City of Winters  
Summary of Revenues  
July 1, 2014 through January 31, 2015

					% of Year Completed	58%
Fund	Fund Description	Budget FY 14-15	January Actual	Year to Date Actual	Budget Amount to Be Received	% of Budget Received
101	General Fund	\$ 4,158,525	\$ 906,339	\$ 1,807,729	\$ 2,350,796	43%
104	Fireworks Fund	15,000		2,609	12,391	17%
105	Senior Fund	1		2	(1)	200%
110	Housing Successor Agency			62,880	(62,880)	
106	Winters Swim		-	1,960		
107	Park Maintenance	6	1	48	(42)	800%
108	Koda Camp			8,860		
113	2007 Housing TABS	2,980	766	1,493	1,487	50%
201	Fire Prevention Grant	2	1	1	1	50%
208	First Time Homebuyer In Lieu	222	54	106	116	48%
211	City Wide Assessment	277,318	99,219	102,487	174,831	37%
212	Flood Assessment District		2	5	(5)	
221	Gas Tax	183,537	13,331	103,139	80,398	56%
223	PERS Trust Fund	8,000		1	7,999	
231	State COPS AB1913	100,000	7,470	40,922	59,078	41%
233	Realignment			17,245	(17,245)	
251	Traffic Safety	6,800	2,654	2,751	4,049	40%
252	Asset Forfeiture	53	6	12	41	23%
254	Vehicle Theft Deterrent	186	11	21	165	11%
262	Street Grants	646,269			646,269	
267	Grant Ave Improvement					
287	After School Contributions			1	(1)	
289	Dry Slough Bridge Grant	1,384,825			1,384,825	
291	Beverage Recycling	5,100	14	5,028	72	99%
294	Transportation	347,373	35	8,610	338,763	2%
299	After School Program	119,054	7,340	87,601	31,453	74%
304	2012 SACOG Grant	126,891		7,232	119,659	6%
306	Sacog 2014 Grant		100,000	100,000		
313	STBG 96-1043 Housing & Public W	36,592			36,592	
321	EDBG 99-688 Buckhorn	19,580	1,450	6,332	13,248	32%
322	EDBG 96-405 Cradwick	5,548	2,815	13,573	(8,025)	245%
351	RLF Housing Rehab	5,024		186	4,838	4%
352	RLF Affordable Housing	13,119		2	13,117	
355	RLF Small Business	9,058	2,851	13,131	(4,073)	145%
356	RLF HOME Program	8,795	71	138	8,657	2%
357	Micro Enterprise RLF	8,795		1	8,794	
358	Program Income Fund		5,965	468,917		
382	VFA Grant			658,938		
411	Street Impact Fee	618,073	213	25,770	592,303	4%
412	Storm Drain Impact Fee	6,001	102	851	5,150	14%
413	Parks & Recreation Impact Fee	68,192			68,192	
414	Public Safety Impact Fee	51,619	155	4,963	46,656	10%
415	Fire Impact Fee	92,889	174	9,848	83,041	11%
416	General Facilities Impact Fee	188,292	222	17,212	171,080	9%
417	Water Impact Fee	607,534	278	5,203	602,331	1%
418	Sewer Impact Fee	1,464,866	128	9,292	1,455,574	1%
419	Flood Fees	234,760	147	287	234,473	
421	General Fund Capital	2,085	354	691	1,394	33%
422	Landfill Capital	820	123	244	576	30%
427	Capital Equipment	151,672	43,059	52,861	98,811	35%
429	Service Reserve Fund	5,000	333	649	4,351	13%
481	General Plan 1992	55,848		5,966	49,882	11%
482	Flood Control Study	3	1	2	1	67%
492	RAJA Storm Drain	101	25	48	53	48%
494	CARF	3,740	803	6,196	(2,456)	166%
495	Monitoring Fee	54,948		5,966	48,982	14%
496	Storm Drain Non-Flood	1			1	
501	General Debt Service	148		70	78	47%
611	Water O & M	1,406,248	(53,971)	813,897	592,351	58%
612	Water Reserve	12,302	4	1,619	10,683	13%
616	Water Conservation	12,000	6	11	11,989	
617	Water Meter Fund	54,450	4,097	29,429	25,021	54%
619	Water Debt Service			168,081	(168,081)	
621	Sewer O & M	1,810,548	136,739	1,130,211	680,337	62%
629	Sewer Debt Service		39	204,710	(204,710)	
771	RORF	1,308,420	658,285	899,126	409,294	69%
773	2007 TABS		7	14	(14)	
781	RDA Long Term Debt	20,000			20,000	
803	Elderberry Trust		12	87		
831	Swim Team	62,300	56	26,154	36,146	42%
833	Festival de la Comunidad	6,403	4	3,008	3,395	47%
835	Senior Foundation		860	930		
836	PCH HOA Contributions			15,200		
846	Quilt Festival	300		525	(225)	175%
Total Revenues		\$ 15,788,216	\$ 1,942,687	\$ 6,961,082	\$ 10,078,106	36%

City of Winters  
Summary of Expenditures  
July 1, 2014 through January 31, 2015

Fund	Fund Description	Budget FY 14-15	January Actual	Year to Date Actual	% of Year Completed	
					Unspent Budget	% of Budget Spent
101	General Fund Expenditures by Department					58%
110	City Council	\$ 15,998	\$ 374	\$ 2,135	\$ 13,863	13%
120	City Clerk	17,492	185	5,313	12,179	30%
130	City Treasurer	401	27	189	212	47%
160	City Manager	38,608	4,547	37,328	1,280	97%
161	Economic Development & Housing	40,933	1,635	37,961	2,972	93%
163	Rogers Building			310	(310)	
170	Administrative Services	182,941	12,759	103,437	79,504	57%
180	Finance	3,555	290	1,977	1,578	56%
210	Police Department	2,153,830	190,184	1,147,104	1,006,726	53%
310	Fire Department	767,712	(3,747)	403,781	363,931	53%
410	Community Development	137,307	2,713	57,161	80,146	42%
420	Building Inspections	265,340	13,784	113,843	151,497	43%
610	Public Works-Administration	398,168	17,411	147,226	250,942	37%
710	Recreation	17,900	35	4,229	13,671	24%
720	Community Center	107,013	4,550	47,444	59,569	44%
730	Swimming Pool	87,921	629	41,903	46,018	48%
	Total General Fund Expenditure	\$ 4,235,119	\$ 245,376	\$ 2,151,341	\$ 2,083,778	51%
104	Fireworks Fund	15,000		5,578	9,422	37%
106	Monitoring Fee			360	(360)	
108	Koda Camp			1,626	(1,626)	
113	2007 Housing TABS		6,471	19,247	(19,247)	
201	Fire Prevention Grant	200			200	
211	City Wide Assessment	302,173	21,549	161,603	140,570	53%
221	Gas Tax Fund	522,616	11,009	89,427	433,189	17%
231	State COPS 1913	75,568	5,669	44,650	30,918	59%
233	Realignment	8,000	1,188	2,312	5,688	29%
251	Traffic Safety	3,500			3,500	
252	Asset Forfeiture		(519)	3,873	(3,873)	
262	Street Grants	646,269			646,269	
278	Prop 84 Park Grant			5,455	(5,455)	
289	Dry Slough Bridge	1,341,229		1,097	1,340,132	
291	Beverage Recycling Grant	5,000		400	4,600	8%
294	Transportation	429,472	13,139	224,659	204,813	52%
299	After School Program	85,398	7,570	63,996	21,402	75%
304	2012 SACOG GRANT	88,000		14,868	73,132	17%
306	2014 SACOG Grant			100,000	(100,000)	
319	City Park Grant		57,323	97,662	(97,662)	
321	EDBG 99-688 Buckhorn	19,580	1,450	6,332	13,248	32%
322	EDBG 405-Cradwick	5,548	2,815	13,467	(7,919)	243%
351	RLF Housing Rehab			306,221	(306,221)	
352	RLF Affordable Housing			3,357	(3,357)	
355	RLF Small Business		1,411	130,133	(130,133)	
356	RLF HOME Program			291	(291)	
357	MicroEnterprise RLF			7,474	(7,474)	
358	Program Income Fund			(3,067)	3,067	
382	VFA Grant			689,845	(689,845)	
411	Street Impact Fee	100,000		1,031	98,969	1%
412	Storm Drain Impact Fee			1,031	(1,031)	
413	Park & Recreation Impact Fee			1,031	(1,031)	
414	Public Safety Impact Fee			1,031	(1,031)	
415	Fire Impact Fee	155,429		1,031	154,398	1%
416	General Facility Impact Fee			1,031	(1,031)	
417	Water Impact Fee			1,031	(1,031)	
418	Sewer Impact Fee			1,031	(1,031)	
422	Landfill Capital	9,500		7,435	2,065	78%
427	Equipment Replacement Fund	255,475	21,793	306,323	(50,848)	120%
495	Monitoring Fee	54,948		5,966	48,982	11%
611	Water O & M	1,482,137	69,834	820,767	661,370	55%
615	07 Water Bonds	180,000		7,695	172,305	4%
616	Water Conservation Fund	45,100			45,100	
617	Water Meter Fund	6,000		867	5,133	14%
619	Water Debt Service			78,081	(78,081)	
621	Sewer O & M	2,724,212	122,632	1,283,967	1,440,245	47%
626	2007 Sewer Bond			6,868	(6,868)	
629	Sewer Debt Service			92,769	(92,769)	
651	Central Service Overhead		(858)	(858)	858	
652	Equipment Fund		32,599	(1,307)	1,307	
771	RORF	1,253,318	31,924	291,539	961,779	23%
773	2007 TABS	34,438	500	6,136	28,302	18%
781	RDA Long Term Debt	20,664		168,154	(147,490)	814%
831	Swim Team	61,988	200	28,246	33,742	46%
833	Festival de la Comunidad			2,438	(2,438)	
846	Quilt Festival			27	(27)	
	Total Expenditures	\$ 14,165,881	\$ 653,075	\$ 7,255,568	\$ 6,910,313	45%

City of Winters  
General Fund Revenues  
July 1, 2014 through January 31, 2015

		% Of Year Complete			58%
G/L Code	Account Description	Budget FY 14-15	January Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 716,588	\$ 361,046	\$ 361,046	50%
101-41102	Property Tax in Lieu of Sales Tax	143,238	75,979	75,979	53%
101-41103	Property Tax in Lieu of VLF	467,386	244,423	244,423	52%
101-41401	Sales & Use Tax	410,262	28,300	184,626	45%
101-41402	Prop 172	40,231	18,656	18,656	46%
101-41403	Franchise Fee	233,346	45,974	89,981	39%
101-41404	Property Transfer Tax	9,000	8,255	8,255	92%
101-41405	Utility Tax	697,205	57,266	347,994	50%
101-41406	Municiple Services Tax	296,760	24,730	173,190	58%
101-41408	TOT Tax	5,100		2,687	53%
101-41407	Business Licenses	26,000	12,838	17,099	66%
101-46102	Building Permits	257,339	5,680	52,951	21%
101-46103	Encroachment Permit	5,000	595	7,199	144%
101-46104	Other Licenses & Permits	125,454	2,130	31,401	25%
101-41507	Motor Vehicle in Lieu	6,500			0%
101-41508	Motor Vehicle Licensing Fee-ERAF			2,909	
101-41509	Homeowners Property Tax Relief	16,300	7,177	7,177	44%
101-48106	Post Reimbursement	5,000	508	508	10%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	75		6	8%
101-42103	Plan Check Fees	193,004	1,123	11,790	6%
101-42104	Planning Application Fees	10,000	750	6,950	70%
101-42107	Project Monitoring Fees		479	1,082	
101-42108	Police Reports	500	41	693	139%
101-42109	Fingerprint Fees	3,500	667	3,190	91%
101-42111	Towing/DUI Reimbursement	1,500	15	95	6%
101-42112	Ticket Sign Off Fees	250	35	475	190%
101-42114	Public Works Inspections		-5,000		
101-42201	Recreation Fees	12,100		700	6%
101-42202	Drama Revenue Fees			35	
101-42205	Basketball Revenues	5,800		6,755	116%
101-42211	Pool Ticket Sales	9,100		2,797	31%
101-42213	Pool Proceeds	600		225	38%
101-42212	Pool Concession Stand Revenues	4,500		4,130	92%
101-42215	Swim Passes	6,000			0%
101-42216	Swim Lessons	11,000		3,905	36%
101-42217	Water Aerobics Fees	150			0%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	300	900	64%
101-42303	Community Center Rental	12,750	475	5,222	41%
101-42304	Community Center Insurance Collected	900			0%
101-42308	Ambulance Service Charge	3,000		2,068	69%
101-44101	Rents/Leases Revenues	60,000	7,142	42,321	71%
101-43151	Fire District Payments	204,560			0%
101-44102	Interest Earnings	3,000	125	241	8%
101-46106	Reinspect Fee	250		953	381%
101-48105	Cal Ema Grant		-5,322		
101-49101	Contributions	98,777	4,691	37,538	38%
101-49102	Reimbursements/Refunds	3,500	204	1,300	37%
101-49104	Miscellaneous Revenues	26,000	287	11,675	45%
101-49106	Cash Over/Short			24	
101-49109	Developer Planning Reimbursement		6,772	36,581	
101-49999	Interfund Operating Transfer	16,600			0%
Total General Fund Revenues		\$ 4,157,525.0	\$ 906,341.0	\$ 1,807,732.0	43%

City of Winters  
Cash and LAIF Balances Report  
Cash and LAIF Balances as of January 31, 2015

Fund	Description	Balance 6/30/2014	Balance 1/31/2015
101	General Fund	\$ 624,772	\$ 822,979
104	Fireworks Fund	(288)	(3,256)
105	Senior Fund	385	387
106	Monitoring Fee		1,600
107	Park Maintenance	2,206	2,255
108	Koda Camp	12,346	250
110	Housing Successor Agency	(161,368)	(98,487)
113	Housing 2007 Tabs	1,268,584	1,242,762
201	Fire Prevention Grant	939	940
208	First Time Homebuyer	84,571	84,723
211	City Wide Assessment	72,304	11,055
212	Flood Assessment District	3,834	3,841
221	Gas Tax	199,697	233,766
223	PERS Trust Fund		1
231	State COPS 1913	(29,817)	(25,419)
233	Realignment	49,183	64,117
251	Traffic Safety	162,691	164,678
252	Asset Forfeiture	11,963	7,070
254	Vehicle Theft Deterrent	38,207	50,238
278	Prop 84 Park Grant	(115,680)	(131,684)
287	After School Contributions	759	760
289	Dry Slough Bridge	(25,933)	(42,164)
291	Beverage Recycling Fund	22,681	27,321
294	Transportation(Including Bus Se	482,111	238,422
299	After School Program	148,324	170,632
304	2012 SACOG Grant	(8,728)	(30,370)
319	CDBG Park Grant	(261)	(116,802)
322	EDBG 96-405 Cradwick Building	718	
351	RLF Housing Rehab	305,867	
352	RLF First Time Homebuyer	3,353	
355	RLF Small Business	116,939	
356	RLF-HOME Program	110,548	110,455
357	Micro Enterprise RLF	7,471	
358	Program Income Fund		471,984
382	VFA Grant		(30,907)
411	Street Impact Fee	633,821	658,744
412	Storm Impact Fee	159,833	159,741
413	Parks and Recreation Impact Fee	(111,554)	(112,585)
414	Police Impact Fee	242,733	246,799
415	Fire Impact Fee	272,692	281,659
416	General Facilities Impact Fee	347,372	363,746
417	Water Impact Fee	435,150	439,563
418	Sewer Impact Fee	217,920	226,291
419	Flood Fee	229,516	229,929
421	General Fund Capital	552,673	553,669
422	Landfill Capital	198,739	191,658
427	Capital Equipment Fund	460,572	157,813
429	Service Reserve	732,662	733,597
481	General Plan 1992 Study	(488,488)	(482,522)
482	Flood Control Study	1,298	1,300
492	RAJA Storm Drain	38,576	38,645
494	Capital Asset Recovery Fee	71,910	78,143
496	Storm Drain Non-Flood	234	235
501	General Debt Service	56,246	56,347
611	Water O & M	473,642	497,322
612	Water Reserve	120,140	132,172
615	07 Water Bonds	(12,897)	(20,592)
616	Water Conservation	20,199	20,215
617	Water Meter	307,995	336,759
619	Water Debt Service	52,054	
621	Sewer O & M	1,264,786	1,133,587
626	07 Sewer Bonds	4	
629	Sewer Debt Service	122,962	61,226
651	Central Services	11,041	858
652	Central Service w PD & FD	9,978	1,307
771	RORF	522,996	839,087
773	2007 TABS	34,444	28,329
821	Winters Library	4,060	4,060
831	Swim Team	90,889	87,640
833	Festival de la Comunidad	6,440	7,013
835	Senior Foundation Fund		930
836	PCH HOA		15,200
837	Construction Bonds		150,000
846	Quilt Festival	46	544
Total Cash		\$ 10,469,062	\$ 10,349,576



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: April 7, 2015  
THROUGH: John W. Donlevy, Jr., City Manager *JWD*  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: January 2015 Investment Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2013 through January 31, 2015.

**BACKGROUND:**

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2014 through January 31, 2015. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract (GIC) for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of January 2015 reflects interest from all of the above sources.

**FISCAL IMPACT:**

None

City of Winters  
Investment Earnings Report  
As of January 31, 2015

Fund	Description	January Investment Earnings	Interest Investment Earnings
101	GENERAL FUND	\$ 125	\$ 241
105	SENIOR FUND		2
107	PARK MAINTENANCE FUND	1	1
113	2007 HOUSING TABS	766	1,493
201	FIRE PREVENTION FUND	1	1
208	FIRST TIME HOMEBUYER	54	106
212	FLOOD ASSESSMENT DISTRICT	2	5
221	GAS TAX FUND	91	178
223	PERS TRUST FUND		1
251	TRAFFIC SAFTEY	102	199
252	ASSET FORFEITURE	6	12
254	VEHICLE THEFT DETERRENT	11	21
287	AFTERSCHOOL DONATIONS		1
291	BEVERAGE RECYCLE GRANT	14	28
294	TRANSPORTATION/BUS	35	69
299	AFTER SHCOOL PROGRAM	78	151
321	EDBG 99-688	523	2,623
322	EDBG 96-405 CRADWICK	1,630	7,108
351	RLF HOUSING REHAB		186
352	RLF AFFORDABLE HOUSING		2
355	RLF SMALL BUSINESS	141	943
356	RLF HOME PROGRAM	71	138
411	STREET IMPACT FEE	213	415
412	STORM IMPACT FEE	102	198
414	POLICE IMPACT FEE	155	302
415	FIRE IMPACT FEE	174	339
416	GENERAL FACILITY IMPACT FEE	222	433
417	WATER IMPACT FEE	278	542
418	SEWER IMPACT FEE	128	249
419	FLOOD OVERLAY	147	287
421	GENERAL FUND CAPITAL	354	691
422	LANDFILL CAPITAL	123	244
427	EQUIPMENT REPLACEMENT FUND	87	170
429	SERVICE RESERVE	333	649
482	FLOOD CONTROL STUDY	1	2
492	RAJA STORM DRAIN	25	48
494	CARF	43	83
501	GENERAL DEBT SERVICE	36	70
612	WATER RESERVE	4	8
616	WATER CONSERVATION	6	11
617	WATER METER FUND	120	233
621	SEWER O & M	447	884
629	SEWER DEBT SERVICE FUND	39	76
773	2007 TABS	7	14
831	SWIM TEAM	56	108
Total Investment Earnings		<u>\$ 6,755</u>	<u>\$ 19,573</u>