



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, June 16, 2015
6:30 p.m.
AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 2, 2015 (pp 5-7)
- B. Final Acceptance of Public Improvements for "Mermod Road" – 3 lot project (pp 8-9)
- C. Amplified Sound Permit for July Gazebo Concerts (pp 10-12)
- D. Agreement Amendment with Drake-Haglan for Construction Support Services (pp 13-25)
- E. Homeless Coordination Project Agreement (pp 26-45)
- F. Professional Services Contract with Wallace Kuhl & Associates for Environmental Consulting Services for City-owned Properties Being Sold in Conjunction with the Downtown Hotel Project (pp 46-50)
- G. Street Closure Request Submitted by Iron Steed HOG (Harley Owner Group) of Vacaville (pp 51-54)
- H. Consideration of Resolution 2015-31, a Resolution of the City Council of the City of Winters Accepting the Dedication of Land as Described in the Recorded Maps of Putah Creek Hamlet No. 1, Phase 2 and Approval of First Amendment to Conservation Easement Deed with Sacramento Valley Conservancy (pp 55-62)
- I. Approval of Courtesy Review of Submitted Plans for the PG&E Gas Operational Training Center -- 4LEAF, Inc. (pp 63-100)

PRESENTATIONS

- 1. Introduction and Swearing In of New Winters Police Officer David Gonzalez

DISCUSSION ITEMS

- 1. Resolution 2015-25 Approving A Contract with NBS for Updating Water Rate Study (pp 101-109)
- 2. Resolution 2015-26 Approving Implementation of GovPayNet to Accept Payments via Credit Card (pp 110-115)
- 3. Police Department Budget Adjustment for Purchase of Police Vehicles (pp 116-125)

4. Appointment of Planning Commissioners (pp 126)
5. Part Time Sick Leave Policy – In Order to Comply with the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) (pp 127-131)
6. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference (pp 132-135)
7. Resolution 2015-30, A Resolution of the City Council of the City of Winters Directing and Authorizing Acceptance of the Transfer of A Governmental Use Property from the Successor Agency to the Former Community Development Agency of the City of Winters, Pursuant to Health and Safety Code Section 34181 (pp 136-139)
8. Downtown Parking Update – No Backup

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

1. Resolution SA-2015-06 A Resolution of the Successor Agency to the Former Community Development Agency of the City of Winters Directing and Authorizing the transfer of a Governmental Use Property to the City of Winters Pursuant to Health and Safety Code Section 34181 (pp 140-143)

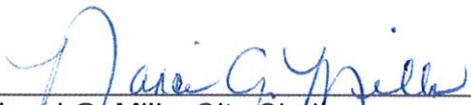
CITY MANAGER REPORT

INFORMATION ONLY

1. April 2015 Treasurer Report (pp 144-150)
2. April 2015 Investment Earnings Report (pp 151-152)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 16, 2015 regular meeting of the Winters City Council was posted on the City of Winters website at 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 June 10, 2015, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

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

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City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on June 2, 2015

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

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu and Mayor Cecilia Aguiar-Curry.
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Fire Chief Aaron McAlister, Director of Financial Management Shelly Gunby, Building Official Gene Ashdown, Environmental Services Manager Carol Scianna, and Management Analyst Tracy Jensen.

Council Member Woody Fridae led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda.

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Jeff Tenpas, 24E. Main Street, invited anyone to come down to the creek at night and see what all the activity is before any unfortunate changes are made, which will have an adverse impact on the wildlife. He asked Council to give it their consideration.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 19, 2015
- B. Resolution 2015-23, a Resolution of the City Council of the City of Winters Approving a California Fire Assistance Agreement
- C. Resolution 2015-24, a Resolution of the City Council of the City of Winters Approving a Budget Adjustment for Monitoring/Reporting at

Conservation Easement in Nature Park and BSK Amendment to
Contract 001-13

City Manager Donlevy gave an overview. Motion by Council Member Fridae, second by Council Member Cowan 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

Chris White, Communications Director for CAFCP (California Fuel Cell Partnership) since 1999, brought a Honda Clarity for everyone to test drive, followed by a power point presentation. Chris can be reached at cwhite@cafcp.org for any information or follow-up questions.

DISCUSSION ITEMS

1. Public Hearing and Adoption of Resolution 2015-18, a Resolution of the City Council of the City of Winters Approving the Engineer's Report and Ordering the Levy and Collection of Assessments within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2015/2016

City Manager Donlevy gave a brief overview. Mayor Aguiar-Curry opened the public hearing at 7:07 p.m. and closed the public hearing at 7:07 p.m. with no public comment.

Motion by Council Member Cowan, second by Council Member Anderson to approve the Engineer's Report and Ordering the Levy and Collection of Assessments within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2015/2016. Motion carried with the following vote:

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

2. Public Hearing to Receive Input from Specific Property Owners Regarding Implementation of Weed Abatement for 2015 (pp. 90)

City Manager Donlevy gave a brief overview. Mayor Aguiar-Curry opened the public hearing at 7:08 p.m. and closed the public hearing at 7:08 p.m. with no public comment.

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

1. Resolution SA-2015-04, a Resolution of the Successor to the Dissolved Winters Community Development Agency Approving and Adopting a Revised Long Range Property Management Plan

Agency Chairman Fridae opened the Successor Agency at 7:09 p.m.

City Manager Donlevy gave an overview. Motion by Agency Member Neu, second by Agency Member Aguiar-Curry to approve and adopt a Revised Long Range Property Management Plan. Motion carried with the following vote:

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

Agency Chairman Fridae closed the Successor Agency at 7:11 p.m.

CITY MANAGER REPORT: A parking committee will convene and an update will be brought back to Council on 6/16. The north arch of the new car bridge will be poured on Friday. Staff is moving forward with recruitment for the building department employee. Planning Commission interviews will take place tomorrow.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:14 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



TO: Honorable Mayor and Council Members
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Jenna Moser, Management Analyst 
SUBJECT: **Final Acceptance of Public Improvements for “Mermod Road” – 3 lot project**

RECOMMENDATION: Staff recommends that the City Council accept the public improvements as complete and direct the City Clerk to file a Notice of Completion.

BACKGROUND: The project included roadway, sidewalk, and water/sewer improvements at the site of the “Mermod Road” project. The Applicant entered into a Public Improvement and Maintenance Agreement, for required improvements within the public right of way.

The improvements have been constructed in accordance with the approved improvement plans.

Staff recommends the City Council accept the improvements and direct the City Clerk to file a Notice of Completion.

FISCAL IMPACT: No funding impacts are associated with this request.

ATTACHMENT: Public Improvement Plan



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Amplified Sound Permit Friends of the Library July Gazebo Concerts

RECOMMENDATION: Staff recommends approval of Amplified Sound Permit for the annual Winters Friends of the Library (WFoL) July Gazebo Concerts series held on Thursday evenings from 7:00pm-8:30pm the dates are July 2,9,16,23 and 30th.

BACKGROUND: The July Gazebo Concerts have become a welcomed tradition here in Winters. This is a family friendly event held on Thursday evenings in Rotary Park. WFoL has notified the surrounding neighbors and received their approval

FISCAL IMPACT: None.

Date of Application: 6/02/2015

To City Council: _____

Name of Person(s)/ Organization: Winters Friends of the Library Contact: Carol Scianna
 Business Address: POB 963 Telephone: 795-2201
Winters
 Telephone: _____

Type of Event: July Gazebo Concert Series

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Music in the park, outreach, fundraiser

Date/Time of Event: Thursdays July 2,9,16,23, and 30 From: 6:30pm To: 8:30pm

Location/Address of Event: Gazebo @ Rotary Park

Rated Output of Amplifier in Watts: 60 Number of Speakers: 4

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

Signature: _____

For City Use Only

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

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

Police Department: Approved Denied Date: _____

Authorized Signature: _____

City Council: Approved Denied Date: _____

Authorized Signature: _____



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Agreement Amendment Construction Engineering Support Services on Railroad Ave-Dry Slough Bridge Replacement Project in the amount not to exceed \$ 79,579

RECOMMENDATION: Staff recommends the Council approve allowing City Manager to execute Agreement Amendment No.3 with Drake-Haglan Associates for Construction Engineering Support Services on Railroad Ave-Dry Slough Bridge Replacement Project in the amount not to exceed \$ 79,579.

BACKGROUND: This amendment adds services to provide Construction Engineering Support Services under Phase 3 of the ongoing Railroad Ave/ Dry Slough Bridge Replacement Project. As a federal funded project these services are not funded by Caltrans until construction funds have been awarded. The City has received authorization for the construction phase of this project, therefore an amendment is necessary to include these construction support services at this time. The project is funded by a combination of Federal Highway Bridge Program and Local (Gas Tax) funds. Contract was awarded to Viking Construction and staff is reviewing contract documents with an expected pre-construction meeting to be scheduled soon. Construction is expected to begin in July

FISCAL IMPACT: The Federal Aid funding reimburses the City for 88.53% of eligible costs and the City funds 11.47% of eligible costs and any other project costs that exceed the eligible funding limits or that are federally non-participating City's expected cost share for this amendment is expected to be approximately \$9128.



**CONSULTANT SERVICES AGREEMENT
AMENDMENT No. 3**

THIS AGREEMENT is made and entered into this ___ day of ___, 2015, and modifies AGREEMENT NO. 12.11-02, dated May 21, 2012 between the City of Winters ("CITY") and Drake Haglan Associates (CONSULTANT)", for the design of the Railroad Ave./Dry Slough Bridge Replacement Project.

This amendment changes the agreement as described below and serves as a Task Order:

AMENDMENTS

This amendment adds services to provide Construction Engineering Support Services under Phase 3 of the ongoing Railroad Ave/ Dry Slough Bridge Replacement Project. As a federal funded project these services are not funded by Caltrans until construction funds have been awarded. The City has received authorization for the construction phase of this project, therefore an amendment is necessary to include these construction support services at this time.

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the Services described in Exhibit "A-3". Consultant shall provide said services at the time, place and in the manner specified by the Agreement and Exhibits A-3 through C-3.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the fee proposal included in Exhibit "B-3", but in no event shall total compensation exceed Seventy-Nine- Thousand- Five-Hundred-Seventy-Nine dollars (\$79,579) for the work described in Exhibit "A-3", without the City's prior written approval

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

EXHIBIT A-3

Scope of Services Construction Engineering Support Railroad Avenue Bridge Replacement Project

Task 1 - Pre-Construction Period Support:

Respond to RFI's during the bid period. Prepare and issue addendums as required. Compile a complete conform set of plans and special provisions that incorporate amended changes to the original bid plans and special provisions.

Task 2 - Environmental Compliance

Task 2.1 - Preconstruction Surveys and ESA Fence Staking

A Sycamore Environmental Biologist will conduct preconstruction surveys for roosting bats, nesting birds and birds of prey, including Swainson's hawk and burrowing owl in accordance with the CEQA IS, the NES, the NEPA CE, and the CDFW SAA. The biologist will also stake the limits of the Environmentally Sensitive Area (ESA) around Dry Slough, required by the CEQA IS and NES for the protection of western pond turtle and the aquatic habitat that is not to be affected.

- Submit biologist qualifications to the City for submittal to CDFW prior to conducting surveys.
- Coordinate with City to schedule a properly timed survey.
- Review the California Natural Diversity Database (CNDDDB) for records of burrowing owls and Swainson's hawk within or in the vicinity of the Project site.
- Conduct a survey of the project site and a 100 ft radius for MBTA birds, a 250 ft radius for birds of prey, a 500 ft radius for burrowing owl, and a ¼ mile radius for Swainson's hawk.
- Conduct two Take Avoidance Surveys for burrowing owls. One survey will be conducted no less than 14 days prior to ground disturbing activities. The second survey will be conducted within 24 hours prior to ground disturbing activities.
- In order to comply with measure 2.4 of the SAA, the survey for MBTA birds, birds of prey, and Swainson's hawk will be combined with the burrowing owl survey required within 24 hours of construction.
- In order to provide high detection probabilities for burrowing owl, the surveys will be timed in accordance with Staff Report on Burrowing Owl Mitigation (CDFW 2012). Surveys will be timed to coincide with as many of the timing, temperature, wind, and cloud cover recommendations as possible.
- Potential burrow sites will be inspected for sign of burrowing owls (based on presence of tracks, feathers, and white wash).
- The May 2000 Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys defines different survey periods based on the different stages of nesting for Swainson's hawk. Each survey period has a recommended time of day for surveys. The Swainson's hawk survey will be timed in accordance with the appropriate survey period at the time of construction.
- Potential or active nests and/or burrows will be recorded on an aerial map of the Project site, and the location of active nests will be flagged in the field.
- Conduct a survey for roosting bats on the underside of the bridge, concurrently with the first burrowing owl survey.
- Stake the limits of the ESA in the vicinity of Dry Slough concurrently with one of the preconstruction surveys.
- Summarize the findings of the preconstruction survey in a Letter Report.

Deliverables:

- Biologist resumes

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- A brief email documenting the survey results will be sent to the City within one business day of completing each preconstruction survey.
- The Pre-Construction Survey Letter Report with a map of potential nests and/or burrow sites (as needed) will be submitted electronically to City within one week after the second survey is completed.

Task 2.2 - Pre- and Post-Construction Notifications

Sycamore Environmental will prepare pre- and post-construction notifications and photos as required by the agencies.

- Prepare a construction-start notification letter prior to initiation of work in Dry Slough. The letter will be submitted to the City for submittal to CDFW within 2 working days prior to beginning work in Dry Slough.
- Photograph the project site within 15 days prior to construction for submittal to the Corps within 30 days prior to initiation of construction activities in waters of the U.S.
- Photograph the project site within 14 days following construction activities for submittal to the Corps and CDFW. Photos will include all major project features and waters of the U.S., including mitigation areas. The compass angle and position of all photographs will be similar to the preconstruction photos.
- Prepare a Notice of Completion (NOC) to be submitted to the RWQCB within 30 days after project completion. The NOC will describe project construction in relation to the project description and any approved amendments, and will include a project location map, final boundaries of on-site restoration, and representative pre- and post-construction photos.

Deliverables:

- Construction-start notification letter.
- Preconstruction photos of the Project site; the camera positions and view angles will be shown on a map of the Project site.
- Post-construction photos of the Project site, taken from the same compass angle and position of the preconstruction photos.
- NOC for submittal to the RWQCB.

Task 2.3 - Restoration Plan and Monitoring

Sycamore Environmental will revise NES Appendix F Revegetation Plan as requested by Marc Fugler's 9 December 2014 email to satisfy Special Condition 2 of the 404 NWP. The plan will be prepared for submittal to the Corps prior to initiation of construction activities. Sycamore Environmental will conduct three years of restoration monitoring and prepare annual monitoring reports.

- In accordance with the Corps' 9 December 2014 email, revise the Revegetation Plan to include a requirement for three years of monitoring and annual monitoring reports.
- Submit the revised report to City prior to the start of construction for submittal to the Corps.
- Within 30 days following completion of restoration activities, prepare a report describing the restoration activities including photographs of the restored area for submittal to the Corps (Photos taken under Task 9). The compass angle and position of all photographs shall be similar to preconstruction photographs.
- Conduct three years of monitoring for the three growing seasons after completion of restoration activities.

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- Prepare a monitoring report by October 1 of each year of the monitoring period for submittal to the Corps. The report will be prepared in accordance with Regulatory Guidance Letter 08-03 (October 2008).

Deliverables:

- Revised Appendix F, Revegetation Plan submitted to City within 2 weeks after receipt of Notice to Proceed.
- 30-Day Restoration Report submitted two weeks after completion of the survey.
- Annual Monitoring Report submitted before October 1 of each year of monitoring.

Task 2.4 - Construction Monitoring for Western Pond Turtle

A Sycamore Environmental Biologist will monitor clearing and grubbing activities along Dry Slough for State species of special concern WPT if water is present in the Slough.

- Coordinate with Client to schedule monitoring.
- Monitor for the presence of WPT during clearing and grubbing if water is present in the slough.
- If a WPT is found in the active construction zone during monitoring, the Biologist will either move the WPT away from the construction zone, or ensure that it has moved away from the construction zone.

Deliverables:

- A brief email summarizing monitoring activities will be sent to Client within one week of completing the monitoring.

Task 2.5 - Coordination and Monitoring

If a WPT is found during construction, a qualified biologist must remove it from the project site or ensure it has left the construction site on its own. If a nesting bird is found, coordination with CDFW and monitoring may be necessary. Sycamore Environmental will coordinate and monitor as requested by the City. This task includes up to 10 hours of coordination time and ten 8-hour days of monitoring. If we approach this limit, we will notify the Client and request an augmentation if needed.

Deliverables:

- Emails summarizing coordination and monitoring activities will be sent to the City as needed.

Task 3 - Engineering Support During Construction

Provide engineering design support during construction.

Task 3.1 - Bridge and Roadway Engineering Support

DHA (Bridge) and RICK Engineering (Roadway) will provide typical engineering support services during construction.

- Review select contractor shop drawings/submittals (e.g. reinforcing steel placement) for bridge abutments and deck and cast-in-drilled-hole concrete piles.
- Respond to contractors inquires through Resident Engineer's request and assist with preparation of drawing revisions and/or clarifications related to the plans and special provisions.
- Attend periodic construction meetings as needed.

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- Provide periodic observations, including field observations, of materials and completed work to determine general compliance with the plans, specifications, and design and planning concepts.

Task 3.2 – Geotechnical Engineering Support

Provide geotechnical engineering support through Taber Consultants for interpretation of boring logs and pile tip elevations/loads and other geotechnical services as follows:

- 30" CIDH Pile (Deep Foundations) geotechnical and CIDH pile inspection services for up to three piles including logging of excavated materials, groundwater conditions, and excavation depth;
- Analyze and interpret the results of gamma-gamma testing conducted per California Test Method 233 (or approved equivalent) and provide conclusions regarding suitability of completed piles (including Pile Data Form) and provide supplemental recommendations as required for up to three piles. Gamma-gamma testing is understood to be provided by others through the construction contract.
- Observation of fill placement and testing of compacted fill as needed.

Deliverables - Task 3

- Submittal review and approvals of shop drawings
- Engineering documents as needed
- Field observation notes
- Field visits
- Pile Data Forms as needed

Task 4 -Finalize Project Records & Prepare As-Built Drawings

Transfer Resident Engineer plan redlines to CAD file, plot to mylar, and sign seal and sign/seal record drawing as design engineer.

Deliverables - Task 4

- As-Built Plans on Mylar
- As-Built Plans in PDF Format

Assumptions

This scope assumes the following:

- No surveying or slope staking is included in the scope. Contractor is responsible for all surveys using the Survey Control Plan in the bid plan set.
- Roadway cross sections will not be provided.
- Scope does not include falsework or formwork plan reviews.
- The City is responsible for satisfying the other 1600 SAA, 404 NWP, and 401 Water Quality Certification requirements not included in this scope.
- Sycamore Environmental will prepare the pre- and post-construction notification letters; the City is responsible to submitting them to the agencies.
- Dry Slough will contain water during construction. If no water is present, the task for WPT will not be needed.
- Clearing and grubbing activities will take one 8-hour day.
- The City will be responsible for implementing swallow exclusion prior to construction.
- The City will be responsible for bat exclusion if it becomes necessary.
- Where the survey radius occurs on private property, the land will be visually surveyed from publicly accessible areas.

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Exhibit "C-3"
Mandatory Federal Aid Contract Provisions

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on June 16, 2015, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 30, 2018, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Exhibit B-3). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT'S Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Winters

Carol Scianna, Environmental Services Manager

318 First St. Winters, CA 95694

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$79,579.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is 79,579.00 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Homeless Coordination Project Contract

RECOMMENDATIONS:

Staff recommends that the City Council authorize the execution of the Agreement for the Homeless Coordination Project

BACKGROUND:

In 2007, Yolo County and the Cities in the County joined West Sacramento, lead agency for the project, to apply for a Community Development Block grant ("CDBG") to develop a 10 year plan for Ending and Preventing Homelessness throughout the County. With the award of a planning and technical grant in 2008, work began on the development of the plan.

In partnership with the Yolo County Board of Supervisors and the City of Davis, West Sacramento, and Woodland, Winters participated in the development of a Ten-Year Plan to End Homelessness in Yolo County. The 10-Year Plan was presented and approved by the City Council on January 19, 2010. At the April 20, 2010 City Council meeting, approved Resolution 2010-20, appointing a City Council member to serve on the Executive Commission.

Local Ten-Year Plans to End Homelessness are encouraged by the U.S. Interagency Council on Homelessness and are result-oriented plans that incorporate cost-benefit analyses, prevention, housing and service innovations, and best practices with a goal of reducing homelessness. In addition, having an approved plan provides additional funding opportunities to local organizations that serve homeless individuals and families.

As a result of the strategic planning activity of the Executive Commission, an agreement

for establishing and funding a Homeless Coordination Project was developed. The Winters City Council authorized the execution of the Agreement for the Homeless Coordination Project at the City Council meeting of January 15, 2013. That agreement commenced on July 1, 2012 and with a self-renewing clause for 2 additional years, that agreement is set to expire on June 30, 2015. The Homeless Coordination Project includes a Homeless Coordinator and a Cold Weather Shelter. The Agreement for the Homeless Coordination Project uses the cost sharing agreement made between the City Managers. While it does not require a financial contribution from the City of Winters, it does recognize the City of Winters as an ongoing partner in the Project.

The term of the Agreement shall be July 1, 2015 to June 30, 2016, with the option to renew for two additional fiscal years. The total contract amount for each of the 3 fiscal years is \$73,300.

FISCAL IMPACTS:

No Fiscal Impact

ATTACHMENTS:

Homeless Coordination Project Agreement and Attachments

AGREEMENT No. _____
(Agreement for the Homeless Coordination Project)

This Agreement is made and entered into this 1st day of July, 2015, by and among the County of Yolo, a political subdivision of the State of California ("County"), and the City of Davis, City of West Sacramento, City of Winters and City of Woodland, each of which is a municipal corporation ("City" or "Cities").

RECITALS

WHEREAS, the parties hereto desire to continue activities begun on February 15, 1988 pursuant to Yolo County Agreement No. 88-36, and continued by Agreement Nos. 90-23, 93-154, 96-162, 99-297, 02-268, 05-275 and 06-284 to:

- A. Improve and expand services to homeless and very poor citizens of Yolo County,
- B. Increase funding for local agencies serving the homeless and very poor citizens of Yolo County,
- C. Increase the efficiency with which grant funds are obtained and managed by these agencies; and
- D. Develop and maintain the resources necessary for these agencies to fulfill their missions.

WHEREAS, for this reason, the parties hereto enter into this Agreement;

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS, the parties hereby agree as follows:

AGREEMENT

1. County, in and for consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement, does hereby agree to furnish to the parties hereto, in fiscal year 2015/2016, the homeless services coordination and cold weather shelter services and materials as set forth in Attachments A (Homeless Coordinator Scope of Work), B (Yolo County Homeless and Poverty Action Coalition), and C (Cold Weather Shelter Scope of Services), in accordance with the budget and cost shares set forth in Attachments D (Budget) and E (Cost Shares). Attachments F (State Law and Regulations) and G (Federal Law and Regulations) are also appended to this Agreement to indicate, together with Attachment C, the general terms and conditions that will govern any subsequent contract with a consultant or contractor to operate the Cold Weather Shelter.

Each of the parties shall participate in the Yolo County Homeless and Poverty Action Coalition as set forth in Attachments A – E.

The foregoing notwithstanding, Director of the Department of Employment and Social Services of County ("Director") and the Managers of the Cities may, by written agreement,

modify the budget and cost shares set forth in Attachments D and E, the Homeless Coordinator Scope of Work set forth in Attachment A and/or the Cold Weather Shelter Scope of Services set forth in Attachment C.

For each year after fiscal year 2015/2016, the County shall submit to the Cities each year by August 15th final reports for both the homeless coordinator's activities and cold weather shelter services.

2. Term:

The term of the Agreement shall be July 1, 2015 to June 30, 2016, with the option to renew each year for two additional fiscal years, subject to the conditions noted below.

Upon providing City and County partners written notice thereof no later than May 1, 2016 for the period of July 1, 2016 through June 30, 2017, and no later than May 1, 2017 for the period of July 1, 2017 through June 30, 2018 the Director or his/her written designee may renew this Agreement on the same terms and conditions as set forth herein, dependent upon available funding. Should available funding increase, the Director may choose to increase compensation for the services provided under this contract.

Any City, at its sole option, may rescind its agreement to participate in this project for the forthcoming fiscal years by providing written notice to the other parties prior to the next fiscal year.

3. Amendment:

This Agreement may be amended only by written instrument signed by each party.

4. Licenses:

County shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to practice expert professional services required in this Agreement.

5. Standards:

County shall perform the services described in a professional and business-like manner. All work products shall be prepared in accordance with the standards of quality satisfactory to the Cities in their reasonable discretion.

6. Personnel:

County shall assign only competent personnel to perform services pursuant to this agreement.

7. Exculpatory Clause:

Each party (the indemnifying party) shall indemnify, defend and hold harmless the other

parties, their officers, agents, employees and volunteers from and against all claims, demands, losses, damage, liability, cost and expenses of whatsoever nature including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by the negligent acts or omissions of the indemnifying party in the performance of this Agreement.

8. Records:

County shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each City at any reasonable time during the performance of this Agreement and for a period of three (3) years from and after the date of final payment.

9. Independent Contractor:

It is specifically understood and agreed that the County is an independent contractor and is not subject to the direction and control of any City except as to the final result. County shall be solely liable and responsible to pay all required taxes and other personnel and retirement obligations including, but not limited to, withholding and Social Security. County agrees to indemnify and hold each City harmless from any such liabilities that it may incur to the Federal or State governments as a consequence of this contract.

10. Time:

Time is of the essence of this Agreement.

11. Amendments:

The parties reserve the authority to modify the terms of this Agreement, however, no amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the parties hereto.

12. Laws:

The County shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits in performing the services required by this Agreement. The County shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. Successors:

This Agreement shall inure to the benefit and bind the successors of each of the parties.

14. Payment:

Each party hereto, for and in consideration of the covenants, conditions, agreements and

stipulations herein expressed, does hereby agree to pay the sums set forth in Attachment E (Cost Shares) within 30 days of execution of this agreement, and by December 31st of each subsequent contract year. Any unexpended funds shall be returned to the Cities according to the Cost Shares set forth in Attachment E no later than November 30th of each contract year.

15. Notice:

All notices authorized or required by this Agreement shall be deemed to be served and effective for all purposes on the date on which they are reduced to writing and deposited in the United States mail, postage prepaid and addressed as follows:

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695

County of Yolo
DESS Director
25 North Cottonwood Street
Woodland, CA 95695

Dirk Brazil, City Manager
City of Davis
23 Russell Boulevard, Suite 1
Davis, CA 95616

Martin Tuttle, City Manager
City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

Paul Navazio, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

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

16. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

COUNTY OF YOLO

By _____
Matt Rexroad, Chair
Board of Supervisors

ATTEST:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy
(Seal)

APPROVED AS TO FORM:
Philip J. Pogledich, County Counsel



CITY WEST SACRAMENTO

By _____
Christopher L. Cabaldon, Mayor

ATTEST:

By _____
Kryss Rankin, City Clerk
(Seal)

APPROVED AS TO FORM:

By _____
Jeff Mitchell, City Attorney

CITY OF DAVIS

By _____
Joe Krovoza, Mayor

ATTEST:

By _____
Zoe S. Mirabile, City Clerk
(Seal)

CITY OF WINTERS

By _____
Cecilia Aguiar-Curry, Mayor

ATTEST:

By _____
Nanci Mills, City Clerk
(Seal)

CITY OF WOODLAND

By _____
Tom Stallard, Mayor

ATTEST:

By _____
Ana Gonzalez, City Clerk
(Seal)

ATTACHMENT A

Scope of Work Yolo County Homeless Coordinator

The Coordinator will carry out duties with the goal of eliminating gaps in services as identified by the Homeless and Poverty Action Coalition (HPAC) a coalition of affiliated organizations throughout the county whose mission involves directly addressing and providing services related to homelessness. In addition, the Coordinator shall provide the following services:

1. Identify and research grants, and work with the Coalition to develop grant applications, to support the work of the Coalition and its member agencies with a focus on collaborative grant opportunities. Grants shall include but are not limited to:
 - Community Development Block Grant
 - Federal Emergency Shelter Grant
 - Supportive Housing Program/Continuum of Care
 - Emergency Housing Assistance program
 - Emergency Food and Shelter Program
 - Community Services Block Grant

Grant writing for individual agencies is permitted if it addresses an identified gap in services.

The grants should be pursued from federal, state, local and private sources.

- a. Research and present, orally and in writing, funding opportunities that are current and available to Coalition member agencies at the monthly Coalition meeting. Funding opportunities may be federal, state, local and private and may, but need not be, collaborative in nature. Information on funding opportunities may be used by Coalition member agencies to write their own grant applications.
 - b. Maintain a log in Excel spreadsheet form of grants identified, researched and presented to the Coalition. In addition to other relevant information, the log shall contain:
 - the name of the grants applied for
 - the grants received by agency and by amount, and
 - a cumulative total of grant funds applied for and received.
2. Participate in fundraising activities upon request.
 3. Write and/or coordinate submission of grant proposals, making sure that all requirements are met, and, if approved, following through until funds are received. The Coordinator is responsible for coordinating and writing collaborative proposals, including but not limited to obtaining signatures and local government approvals. When the Coordinator writes and coordinates individual proposals as approved by the County and the Homeless Coalition to address a gap in services, the Coordinator is responsible for obtaining signatures and local government approvals. For all individual proposals written by an applicant agency, the

Coordinator is responsible for reviewing and providing technical assistance; applicant agency is responsible for obtaining signatures and approvals.

4. Write and coordinate the submission of a high quality annual Continuum of Care plan to the Federal Department of Housing and Urban Development (HUD).
5. Plan the annual Continuum of Care community meetings and track resulting action plan to ensure Continuum of Care goals are addressed.
6. Attend monthly Coalition meetings and Continuum of Care meetings as scheduled and provide information as requested by the Coalition. The Coalition currently meets the fourth Wednesday of each month.
7. Provide written monthly reports and a final report at the end of each fiscal year in a format specified by the County, including information showing compliance with performance measures set forth in the contract. Monthly reports are due no later than the 15th of the month. The annual report is due no later than 30 days after the end of the County fiscal year. Monthly reports must be provided to the Branch Director of Adult and Aging Services of the County Health and Human Services Agency, as well as to the Coalition Chair, and the City Managers, or designees, for the cities of Davis, West Sacramento, Winters, and Woodland.
8. Meet monthly with the Coalition Chair and designated County representative(s) as requested by the Director, to provide updates on the activities included in the monthly report and upcoming events.
9. Coordinate meetings no less than twice per year with representatives from the County and Cities as requested by the Director, to provide information on current issues, including trends in funding, and gain an understanding of each community's concerns and priorities.
10. Assist the Homeless and Poverty Action Coalition with public relations as requested by the Director, by speaking about research and analysis at public forums, writing letters and reports to funding sources, and writing articles and press releases for local papers.

ATTACHMENT B

YOLO COUNTY HOMELESS AND POVERTY ACTION COALITION

HPAC MEMBER SERVICE PROVIDERS

- Broderick Christian Center West Sacramento
- City of Davis
- City of West Sacramento
- City of Winters
- City of Woodland
- Community Housing Opportunities Corporation
- CommuniCare Health Centers, Inc.
- Davis Community Meals
- Food Bank of Yolo County
- Grace in Action
- Legal Services of Northern California
- Rural Innovations in Social Economics (RISE, Inc.)
- Sexual Assault and Domestic Violence Center (SADVC)
- Short Term Emergency Aid Committee (STEAC)
- Turning Point Community Programs
- Woodland Volunteer Food Bureau
- Yolo Community Care Continuum
- Yolo County Children's Alliance
- Yolo County Housing
- Yolo County
 - Cold Weather Shelter
 - Department of Alcohol, Drug, and Mental Health Services
 - Department of Employment and Social Services
- Yolo Crisis Nursery
- Yolo Family Resource Center
- Yolo Wayfarer Center

HPAC PARTNER AGENCIES

- Community Services Action Board
- Community Services Planning Council
- State of CA Department of Housing and Community Development
- US Department of Housing and Urban Development
- U.S. Veteran's Administration
- Yolo County Office of Education

ATTACHMENT C

COLD WEATHER SHELTER SCOPE OF SERVICES

Following are the minimum service requirements of this contract:

The Contractor will provide Cold Weather Shelter services in the following manner:

1. The Cold Weather Shelter and related services will be supplied at the Provider's Address.
2. The Shelter shall be open a total of 120 nights per program year, from November 15th to March 15th unless, with consent of the Director, weather conditions warrant a later or earlier opening or closing date.
3. The Shelter shall provide not less than 10 beds per night at a rate of \$29 per bed per night.
4. Contractor shall provide at a minimum, the following items to cold weather shelter clients staying at the shelter:
 - On site nutritious breakfast each morning. Recommended USDA Food and Nutrition service see attachment 3.
 - Necessary personal cleaning and hygiene items, including but not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs and toilet paper.
 - Case management after five nights of shelter services. Upon the fifth night of receiving shelter services, each client must meet with a case manager who completes a full intake, which includes client's history of homelessness, employment and income. Staff then helps client identify goals to reach independence and develops a plan to assist client in reaching those goals.
 - Assess clients' needs and assist in directing to resources such as SSI, disability, Veterans benefits, medical assistance, employment and housing assistance. Contractor shall assist up to 65 percent of the clients seeking emergency shelter in obtaining income and housing.
5. Hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week.
6. The Contractor shall ensure that:
 - a. Loitering is prohibited in the vicinity of the Shelter.
 - b. Drugs and alcohol are prohibited within, and in the vicinity of, the Shelter.
 - c. All disturbances will be reported immediately to the appropriate jurisdiction's law enforcement agency.
 - d. The area around the Shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.
7. The Shelter shall be open to all persons, regardless of race, religion, sexual orientation,

gender, and age, and any denial of access to the Shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules and/or lack of need criteria.

8. The Shelter shall be operated in a manner consistent with municipal fire safety regulations and occupancy requirements.
9. An operable telephone and emergency phone number shall be available at all times during operation of the Shelter.
10. Should the Contractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the Contractor shall notify the Director by 5:00 pm.
11. The Contractor shall notify the Director and the Cities if Contractor deems it advisable to change the Shelter location from the approved site. Contractor shall not change the Shelter location without the approval of the Director.
12. Closure: The Contractor may determine that closure of the Shelter is advisable due to the following conditions:
 - a. Unusually warm weather
 - b. Lack of guests
 - c. Conditions which render the Shelter building unsafe for occupancy

If Director approves action to close the Shelter, the Contractor shall notify the Director and the Cities by the next business day following closure as to the plans for reopening the Shelter, if any.

Notification shall be made to:

- County of Yolo; Attn: DESS Director, 25 North Cottonwood St., Woodland, CA 95695
- City of Davis; Attn: Dirk Brazil, City Manager, 23 Russell Bl., Suite 1, Davis, CA 95616
- City of West Sacramento; Attn: Martin Tuttle, City Manager, 1110 West Capitol Av., 3rd Floor, West Sacramento, CA 95691
- City of Winters; Attn: John W. Donlevy, Jr., City Manager, 318 First St., Winters, CA 95694
- City of Woodland, Attn: Paul Navazio, City Manager, 300 First St., Woodland, CA 95695

ATTACHMENT D
BUDGET STATEMENT

Fiscal Year 2015/2016

Homeless Coordinator	\$35,000.00
Cold Weather Shelter	<u>\$38,300.00</u>
Total FY 2015/2016	\$73,300.00

Fiscal Year 2016/2017

Homeless Coordinator	\$35,000.00
Cold Weather Shelter	<u>\$38,300.00</u>
Total FY 2016/2017	\$73,300.00

Fiscal Year 2017/2018

Homeless Coordinator	\$35,000.00
Cold Weather Shelter	<u>\$38,300.00</u>
Total FY 2016/2017	\$73,300.00

ATTACHMENT E
COST SHARES

For Fiscal Year 2015/2016, and each fiscal year thereafter

Jurisdiction	Cost Shares	FY 2015/2016		
		Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	13.64%	\$10,000	0	\$10,000
City of West Sacramento	27.29%	\$10,000	\$10,000	\$20,000
City of Woodland	27.29%	\$10,000	\$10,000	\$20,000
County of Yolo	31.78%	\$ 5,000	\$18,300	\$23,300
Total	100%	\$35,000	\$38,300	\$73,300

EXHIBIT "F"

State Law and Regulations

1. Drug-free Workplace Certification. The Consultant certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.) and will take the following actions:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Consultant's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.a.
 - d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will.
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f.

If the Consultant fails to comply with these requirements the City may suspend contract payments or terminate the contract, or both. If the City finds the Consultant has made a false certification or failed to carry out these requirements, the Consultant may also be ineligible for future State awards.

2. Nondiscrimination Clause.

- a. The Consultant, its contractors and subcontractors may not unlawfully discriminate against employees or job applicants for any of the reasons listed, and must insure that the employees and applicants are treated and evaluated free from discrimination or harassment. The Fair Employment and Housing Act and regulations are incorporated into your contract by reference and the Consultant must comply with them. Contractors and subcontractors must also give written notice of their obligations to any labor organizations they have agreements with.
- b. The Consultant and its contractors and subcontractors must include the nondiscrimination and compliance clause (2.a above) in all of the contracts and subcontracts for work under this CDBG contract. (See Chapter 4 for further information on complying with nondiscrimination and equal opportunity requirements.)

EXHIBIT "G"

Federal Laws and Regulations

1. Anti-Lobbying Certification. You must include in all contracts and subcontracts for the work under this contract the certification language given in this clause beginning with "The undersigned certifies" The certification assures that no federal funds are used to influence members of Congress, and that if any non-federal funds are used to lobby Congressional members or staff, the certifier will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying". Failure to file the certification may result in a fine.
2. Bonus or Commission, Prohibition Against Payments of. Your contract monies may not be used to pay bonuses or commissions to try to obtain application approval or other approvals required under your contract or by program statutes and regulations.

This does not prohibit the use of program funds for legitimate technical assistance, consulting or management services provided they are eligible program costs.

3. Citizen Participation. You must follow State and federal program regulations pertaining to Citizen Participation. You must:
 - Provide for and encourage citizen participation in your CDBG program.
 - Conduct public hearings to inform the public of your proposed and actual use of CDBG funds, obtain citizens' views, and respond to proposals and questions.
 - Provide an address, phone number, and times for submitting complaints and grievances about the program, and respond in writing to written complaints and grievances within 15 working days, whenever possible;
 - Maintain a public information file to provide the written program information. Public hearing notices should inform citizens of the location of the public information file.

See Chapter 18 for additional information about the Citizen Participation Requirements and a sample Public Notice.

4. Clean Air and Water Acts. Your activities under this contract are subject to the requirements of both the Clean Air Act and Water Pollution Control Act, and the applicable regulations.

5. Conflict of Interest of Certain Federal Officials. No Congressional representative and no resident commissioner shall receive any benefit from this contract agreement or activity.

6. Equal Opportunity. You must comply with the various laws and requirements listed, as follows:

a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

In accordance with the federal statutes and regulations, you may not discriminate or exclude from employment or program participation any person due to race, color, national origin, sex, age, handicap, religion, familial status or religious preference.

b. Rehabilitation Act of 1973 and the "504 Coordinator":

You agree to implement the Rehabilitation Act of 1973, as amended, and its regulations. This involves evaluating the jurisdiction's current policies and practices, and modifications made to ensure compliance with Section 504. If you have 15 or more employees, you must designate a person as the "504 Coordinator" (see Chapter 4).

c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

This compliance section is commonly known as "Section 3." Section 3 requirements are applicable to you, the Consultant, if your contract exceeds \$200,000, and is used for housing rehabilitation, housing construction, or other public construction activities. Section 3 is also applicable to your contractors and subcontractors performing work on Section 3 covered projects when your CDBG contract exceeds \$200,000 and their contract or subcontract amount exceeds \$100,000. Section 3 does not apply to contracts for the purchase of supplies and materials only (no installation). Your contract specifies that:

1) You agree to comply with "Section 3" which requires that you provide, as much as possible, opportunities for training and employment to lower income residents of your CDBG project area, and contracts to businesses in or principally owned by persons living in the project area.

- 2) You agree that you have no other contractual or other concern that prevents your compliance with the Section 3 requirements.
- 3) You must include the text of this section (c) in all of your contracts and subcontracts for the project. You cannot approve any contract until the contractor or subcontractor has provided you with a written statement of its ability to comply with these requirements.
- 4) Your compliance with Section 3 requirements is a condition of receiving this federal funding, and non-compliance will subject you to sanctions.

d. Americans with Disabilities Act (ADA) of 1990:

You assure that you comply with the ADA and applicable regulations and guidelines thereof which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

e. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

You agree to place in every construction contract and subcontract over \$10,000 the specified language regarding:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246);
- Standard Equal Employment Opportunity Construction Contract Specifications; and
- Goals and Timetables from U.S. Department of Labor.

(Refer to Chapter 4 for detail on equal opportunity requirements and the complete text of the required contract clauses described above.)

8. Flood Disaster Protection. The Flood Disaster Protection Act, Section 202(a) prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) mandates the purchase of flood insurance for buildings located in SFHAs as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. However, flood insurance is not required for routine maintenance activities.

9. Labor Standards - Federal Labor Standards Provisions. You must abide by and include in full in all contracts subject to these provisions, provisions regarding the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5.
10. Lead-Based Paint Hazards. If your contract is for acquisition or rehabilitation of residential structures, you must comply with HUD's Lead-Based Paint regulations. See Chapter 3 and 16 for additional information about Lead-Based Paint.
11. NLRB Certification. When you sign your contract you are stating under penalty of perjury that you have had no more than one unappealable finding of contempt of court issued by a federal court in the preceding two years because of your failure to comply with a federal court order to comply with a National Labor Relations Board order.
12. Procurement. You are required to procure goods and services which will be paid for in whole or part with CDBG funds in a manner providing full and open competition.
13. Program Income. You agree to account for receipt and expenditure of any program income you have from this contract and any prior contracts generating such income.

At contract close-out, if the City finds you did not meet the national objectives or public benefit requirements, it may recapture program income and/or part or all of your contract and/or exclude your jurisdiction from further CDBG funding.

14. Relocation, Displacement and Acquisition. When your project activity involves acquisition of real property, you must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. You also must comply with federal relocation law when your project includes rehabilitating rental housing units and results in increased rents to TIG households. You may pay relocation expenses with your CDBG funds.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Authorize Issuance of a Professional Services Contract for Environmental Consulting Services to Wallace Kuhl and Associates for Environmental Mitigation Services for the Downtown Hotel Construction Project

RECOMMENDATIONS:

1) Receive the report from staff recommending the issuance of a contract for Professional Services for Environmental Consulting Services to be Used as a Basis for Environmental Mitigation for the Downtown Hotel Construction Project, and 2) Authorize the City Manager to execute the contract with Wallace Kuhl and Associates for the Consultant Services.

BACKGROUND:

The City is under a Purchase & Sale contract to transfer ownership of property to AKM Railroad LLC in conjunction with the Downtown Hotel project. The City and its' contractors have completed the demolition of the buildings previously on those properties (10-12 Abbey, 314 & 318 Railroad Avenue; aka Fire Department, Cody's, & JJ's). The Purchase and Sale agreement with AKM Railroad LLC calls for the City to deliver a "clean site" at Close of Escrow.

As defined by the Phase 2 Environmental report for City-owned properties, the site has an area that will need to be excavated to address ash and debris under one of the recently demolished buildings, with an additional excavation to confirm and define remediation of a suspected hydraulic lift within one of the buildings formerly on Railroad Avenue.

The City's Public Works staff will do the excavation, monitored and assisted by specialists from Wallace Kuhl.

FISCAL IMPACTS:

Total contract cost is not to exceed \$8,335. The issuance of the Professional Services Contract will have no impact on City's General Fund as it will be treated as an offset to the proceeds of the sale of the property.

ATTACHMENTS:

Wallace Kuhl & Associates Scope of Work / Cost Estimate

June 4, 2015

Mr. Dan Maguire
City of Winters
318 First Street
Winters California 95694

CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

Proposal for Consulting Services – Excavation Observation

WINTERS HOTEL

Winters, Yolo County, California
WKA Proposal No. 3PR15151

Dear Mr. Maguire:

Wallace-Kuhl & Associates (WKA) is pleased to provide the City of Winters (City) with this proposal for Consulting Services in connection with excavation activities to address the presence of ash and debris in soil at the proposed Winters Hotel property in Winters, Yolo County, California. Our services will visually monitor disturbed soil for the presence of ash and debris that is located under recently demolished commercial buildings.

Scope of Services

The City-provided services will remove surface soil to expose ash and debris; excavate buried ash and debris; stockpile ash and debris on a visqueen layer; cover the soil stockpile with visqueen sheets secured from wind damage; and, transport the ash and debris to an appropriate off-site facility. The following sections briefly discuss three activities comprising WKA's scope of services.

Excavation Observation

WKA will observe activities to expose and remove ash buried beneath buildings demolished at the Site. WKA suggests that exploratory trenches be advanced to delineate the lateral and vertical boundaries of buried ash. WKA will collect soil samples from the excavation walls and floor to confirm that ash has been adequately removed from the Site.

Exploratory Excavation

WKA desires that the City advance an exploratory trench at the location formerly occupied by an in ground hydraulic automobile lift. The hydraulic lift locations is within one of the commercial buildings abutting Railroad Avenue. WKA will observe an exploratory trench to visually confirm the absence of visual indicators of chemical presence such as staining or odors, and to confirm that no infrastructure remains from the former operation of the suspected lift.

Stockpile Sampling (optional)

WKA will collect samples of stockpiled ash and soil for analyses of total lead. Samples reported to contain total lead at a concentration greater than 50 milligrams per kilogram would be submitted for analyses of soluble lead using the California Waste Extraction Test using citrate buffer (WET). Samples found the WET to contain soluble lead at a concentration exceeding 5 milligrams per liter would be analyzed using the Toxicity Characteristics Leaching Potential (TCLP). WKA will use the laboratory results to identify appropriate waste classifications for the ash. The number of samples collected from the stockpile is dependent on the volume of material excavated and will be determined at the conclusion of excavation of impacted material.

Schedule and Reporting

We expect work will be conducted on an on-call basis to accommodate the schedule of work already in place. Upon completion of activities listed above, WKA will draft a summery letter detailing observations, conclusions, and recommendations in necessary.

All work will be performed under the supervision of a California Professional Geologist, in accordance with current state and local guidelines. Upon encountering unexpected conditions, WKA and you will mutually agree upon any changes necessary before implementation. We will perform our services in a manner consistent with the standards of care and skill exercised by members of the environmental profession at the time or performance.

Compensation

WKA requests our compensation for this project be on a time and expense reimbursement basis according to our current Schedule of Fees. For the purpose of this propose, we estimated the project budget to be **\$8,335**. The final budget will be determined by the actual level of effort WKA expends during this project.



Assumptions

WKA staff developed the scope of services and fee estimate utilizing the following assumptions:

- The City of Winters to conduct all excavations at the Site;
- No buried structures or equipment remains at the Site requiring additional Soil sampling;
- Due to the unknown quantity of the soil to be excavated and stockpiled during the remediation process, soil stockpile sampling and analysis is outside the scope of this proposal.

Closing

If this proposal is acceptable, please issue a City of Winters Consultant Services Agreement referencing this letter.

WKA appreciates receiving this opportunity to assist the City of Winters with this project. WKA looks forward to providing the City with environmental, geotechnical, and materials testing services for its future projects.

Please call either Bryan Yates or myself if you have any questions regarding this proposal.

Sincerely,

Wallace-Kuhl & Associates



Joe Rosenbery, GIT, MS
Staff Geologist





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci Mills, Director of Administrative Services / City Clerk *Nanci*
SUBJECT: Street Closure Request – Iron Steed HOG (Harley Owners Group)
Chapter Ride and Poker Run

RECOMMENDATION:

Approve the closure of East Main Street between Railroad Avenue and Elliot Street to allow for the Vacaville-based HOGS Ride and Poker Run on Sunday, August 30, 2015 from 9:00 a.m. to 4:00 p.m.

BACKGROUND:

The Vacaville Iron Steed HOGS, or Harley Owners Group, have requested the closure of East Main Street between Railroad Avenue and Elliot Street and have requested that barricades be placed at these intersections.

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

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

FISCAL IMPACT:

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



City of Winters Request for Street Closure

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

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

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

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

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

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

Name: <u>Jim Humphrey</u> Address: <u>773 SADDLEHORN TRAIL</u> <u>VACAVILLE, CA 95687</u> Telephone: <u>916-712-1594</u>	Organization: <u>IRONSTEED HARLEY OWNERS GROUP</u> Mailing Address: <u>100 AUTO CENTER DR</u> <u>VACAVILLE, CA 95687</u> Today's Date: _____
Streets Requested: <u>EAST MAIN ST.</u>	
Date of Street Closure <u>8/30/15</u> Time of Street Closure: <u>9:00 - 4:00 PM</u>	
Description of Activity: <u>PROVIDE SIGNS AND BARRICADES CLOSING THE FIRST BLOCK OF E. MAIN ST.</u>	
Services Requested of City: <u>DROP-OFF BARRICADES.</u>	
APPROVED: _____ Police Department _____ Public Works Department	

City of Winters Request for Street Closure

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

Capri Kuba

B. Stocking

Ariel Chlupacek

Cheryl Rhauby

Steady Eddy's

Greengrass R.E

Edward Jones

Realty World-Camelot, Winters

Iron Steed HOG Chapter



\$250.00 High Hand
\$125.00 Low Hand
Gas Card No Hand

Aug. 30
2015

THE GREAT ESCAPE

Ride and Poker Run

Registration at Iron Steed Harley Davidson
100 Auto Center Drive, Vacaville, Ca 95687

9:30 AM - 11 AM

Doughnuts & Coffee

\$15.00 Rider, \$10.00 Passenger
Includes ride pin for the first 100
Raffles, Music
All Motorcycles Welcome



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Ethan Walsh, City Attorney
SUBJECT: Acceptance of Outlot "A" from the Putah Creek Hamlet Subdivision and Approval of the First Amendment to Conservation Easement for Putah Creek Preserve Area

RECOMMENDATION:

That the City Council:

1. Adopt Resolution No. 2015-31 accepting dedication of land as described in recorded maps for Putah Creek Hamlet No. 1, Phase 2, and
2. Approve the First Amendment to Conservation Easement Deed for the Putah Creek Preserve Property and authorize the City Manager to execute the First Amendment, subject to any minor, non-substantive changes as approved by the City Attorney.

BACKGROUND:

In 2012, the City granted a conservation easement to Sacramento Valley Conservancy on land owned by the City to satisfy certain habitat mitigation requirements in connections with the Winters Putah Creek Bridge Replacement – North Bank Improvements Project. The property that is subject to the Conservation Easement is adjacent to Putah Creek and the Putah Creek Nature Trail, and contains elderberry bushes that serve as habitat for the elderberry beetle. However, some time ago it came to the City's attention that a portion of the area that was intended serve as habitat mitigation in connection with the Bridge Replacement project was inadvertently left out

of the conservation easement area.

After investigation of the issue, the City realized that a portion of the property that was intended to serve as mitigation had been dedicated to the City in 1992 (referred to in the Subdivision Map as "Outlot 'A'") as a condition of the development of the adjacent residential subdivision, but had never been formally accepted by the City. As a result, the City did not have legal title to that property, and it was not included in the Conservation Easement area. However, in order to comply with the habitat mitigation requirements for the Bridge Project, Outlot "A" needs to be added to the Conservation Easement area.

DISCUSSION:

In order to add this lot into the Conservation Easement area and comply with the mitigation requirements of the Bridge Replacement project, the City needs to first formally accept the dedication of Outlot A through attached Resolution, and then enter into the attached First Amendment to the Conservation Easement Deed, to add Outlot "A" to the Conservation Easement area. Sacramento Valley Conservancy also needed to complete a number of due diligence steps in order to accept the additional property, but those are complete and SVC is ready to complete the amendment process.

FISCAL IMPACT:

The City has incurred some previously approved costs in connection with obtaining a Phase I study for the Outlot A property, as required by SVC, and will incur some minor, budgeted closing costs. However, the requested action will not have any fiscal impact.

ATTACHMENTS:

- A. Resolution No. 2015-31
- B. First Amendment to Conservation Easement Deed

This document is recorded for the benefit of the City of Winters and is exempt from recording fees pursuant to Government Code Sections 6103 and 27383.

RECORDING REQUESTED BY:
City of Winters

WHEN RECORDED MAIL TO:
Winters City Clerk
318 First Street
Winters, CA 95694

Space above reserved for use of County Recorder

RESOLUTION NO. 2015-31

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING THE DEDICATION OF LAND AS DESCRIBED IN THE RECORDED MAPS OF PUTAH CREEK HAMLET NO. 1, PHASE 2

WHEREAS, The Putah Creek Hamlet subdivision was approved in 1992, and a subdivision map was recorded as as "Tract No. 4073 Putah Creek Hamlet No. 1, Phase 2" on October 7, 1996, in Book 20 of Maps, at pages 12 to 16, inclusive, Yolo County Records; and

WHEREAS, subdivision approved included a dedication of land to the City of Winters in fee, including that property identified as Outlot "A" in the "Tract No. 4073, Putah Creek Hamlet No. 1, Phase 2" map; and

WHEREAS, Condition 52 of the Use Permit for the subdivision, City of Winters Use Permit 92-01, approved by the City of Winters prior to recording, provides for the irrevocable offer of dedication to the City of Winters of the above described land; and

WHEREAS, the City has accepted the offer of dedication of land in fee as of the time of recordation of the "Tract No. 4073 Putah Creek Hamlet No. 1, Phase 2" map on October 7, 1996; and

WHEREAS, the City of Winters needs to record a resolution evidencing this acceptance, in fee, of the above described real property,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Winters, State of California, as follows:

Section 1. The City does accept, in fee simple, Outlot "A" as dedicated on that map of "Tract No. 4073 Putah Creek Hamlet No. 1, Phase 2", filed October 7, 1996, in Book 20 of Maps, pages 12 to 16, inclusive, Yolo County Records.

Section 2. That the City Clerk be, and hereby is, authorized and directed to record a certified copy of this Resolution in the Office of the County Recorder of the County of Yolo.

Section 3. This Resolution shall become effective immediately upon its adoption.

Section 4. The City Clerk shall certify the adoption of this Resolution.

On June 16, 2015, at a regularly scheduled and noticed meeting of the Winters City Council, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:

NOES:

ABSENT:

Cecilia Aguilar-Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk
City of Winters

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sacramento Valley Conservancy
Attn: Executive Director
P.O. Box 163351
Sacramento, CA 95816

(Space above this line for Recorder's Use)

FIRST AMENDMENT TO CONSERVATION EASEMENT DEED

Putah Creek Preserve Property

This First Amendment to Conservation Easement Deed ("First Amendment") is made as of the _____ day of _____, 2015, by the City of Winters, a California municipal corporation ("Grantor") in favor of Sacramento Valley Conservancy, a California nonprofit public benefit corporation ("Grantee").

RECITALS

A. Grantor owns certain real property in fee simple in the City of Winters, County of Yolo, State of California, designated Assessor's Parcel Numbers 038-007-033 and 038-018-046 by the County of Yolo (the "Preserve Property").

B. Grantor conveyed to Grantee that certain Conservation Easement Deed over the Preserve Property recorded as Document No. 2012-0020631-00 on June 29, 2012 in the Official Records of Yolo County, California ("Conservation Easement") for the purpose of providing mitigation for certain impacts arising from the Winters Putah Creek Bridge Replacement – North Bank Improvements Project (the "Project").

C. Grantor desires amend the Conservation Easement to encumber an additional .25-acre parcel owned by Grantor, and designated as Yolo County Assessor's Parcel Number 038-203-018, to provide additional mitigation in connection with the Project..

AMENDMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code §815 *et seq.*, Grantor hereby voluntarily amends the Conservation Easement, and Grantee voluntarily accepts such amendment, as hereinafter set forth.

1. Effective Date. The effective date of this First Amendment shall be the date on which this instrument is recorded in the Official Records of the County of Yolo, State of California.
2. Amendment of Description of Preserve Property. The description of the Preserve Property as set forth in the Conservation Easement is hereby amended and restated to include all of that real property legally described and depicted in **Exhibit A** attached to this Amendment and incorporated in it by this reference. All covenants, terms, conditions and restrictions set forth in the Conservation Easement shall be applicable to the Preserve Property as so described.
3. No Other Changes; Continuing Priority. Except as amended by this First Amendment, all terms and conditions in the Conservation Easement remain unchanged and shall continue on in full force and effect, and the First Amendment in no way affects the priority of the Conservation Easement as to the real property described in Exhibit A to the Conservation Easement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Conservation Easement Deed on the day and year first above written.

GRANTOR:

GRANTEE:

CITY OF WINTERS
a municipal corporation of the State of California

SACRAMENTO VALLEY
CONSERVANCY, a California nonprofit
public benefit corporation

By: _____

By: _____

Cecilia Aguiar-Curry

Aimee Rutledge

Its: Mayor

Its: Executive Director

Date: _____

Date: _____

EXHIBIT A

Legal Description of Preserve Property

Outlot "A" as dedicated on that map of "Tract No. 4073 Putah Creek Hamlet No. 1, Phase 2", filed October 7, 1996, in Book 20 of Maps, pages 12 to 16, inclusive, Yolo County Records.

[Map of Preserve Property Follows]



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Gene Ashdown, Building Official *Gene Ashdown*
SUBJECT: Courtesy Review of submitted plans for the PG&E Gas Operational Training Center

RECOMMENDATION:

Approve to contract with 4LEAF, Inc. to complete a courtesy review of plan submittal of the PG&E Gas Operational Training Center

BACKGROUND:

PG&E wishes to submit plan package for a courtesy review to be completed by an outside consultant. City Staff has completed an RFP process including interviews of various consulting companies and selected 4LEAF, Inc. to perform such services.

FISCAL IMPACT:

Cost will be at an hourly rate with full reimbursement by PG&E to the City at 125% of 4LEAF, Inc. invoice to the city. Estimated cost to City- \$35, 000 from PG&E Deposit Account.



PROPOSAL TO PROVIDE

**PLAN REVIEW AND INSPECTION SERVICES FOR THE
PG&E GAS OPERATION TECHNICAL
TRAINING CENTER**

FOR THE

**CITY OF WINTERS
BUILDING AND CODE ENFORCEMENT DIVISION
318 FIRST ST.
WINTERS, CA 95694**



Due: 4/7/2015

Submitted By:



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK



Proposal to Provide

*Plan Review and
Inspection Services*

For The

*PG&E Gas Operation
Technical Training
Center*

For The

City of Winters

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Section 2.	About the Firm
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Section 4.	Project Team Organization
Section 5.	Key/Lead Team Member Qualifications
Section 6.	References
Section 7.	Rate and Service Structure



City of Winters
Building & Code Enforcement Division
318 First Street
Winters, CA 95694

April 7, 2015

**RE: Proposal to provide Plan Review and Inspection Services for the PG&E Gas Operations
Technical Training Center**

4LEAF, Inc. (4LEAF) is excited to have the opportunity to present our proposal to provide plan review and inspection for the PG&E Gas Operations Technical Training Center. 4LEAF is the ideal choice for the following reasons:

Local Experience

4LEAF was established in 1999 and incorporated in 2001 and is a full-service engineering firm specializing in providing code review, building inspection, and project inspection services. Currently, we are supplying similar services to nearly 100 public agencies throughout California including the nearby municipalities such as the City of Sacramento, City of Chico, and the City of Folsom.

Project Experience

4LEAF is Northern California's leader in Project specific work. To date, 4LEAF has worked on more than \$10 Billion of project related construction projects including:

- Cupertino Campus (\$5 Billion)
- Taube-Koret Campus for Jewish Living (\$350 Million)
- VM Ware (\$1.3 Billion)
- University of California Merced Campus (\$350 Million)
- CDCR (\$800 Million)
- Lawrence Berkeley National Lab CRT (\$120 Million)

Project Team

4LEAF is proposing the following team of highly qualified industry professionals:

Plan Review

Greg Shriver, P.E., CASp – More than 25 Years of Plan Review experience.

Kelly Park Li, S.E. – More than 10 Years of Structural Engineering experience.

Scott Martin, P.E. – More than 10 years of Structural and Non Structural Plan Review experience.

Inspection

Patrick Gunning – More than 25 Years of Program and Project Inspection experience with a residence only 20 miles from the Winters job-site.

Mike Anderson, CASp. – More than 25 years of local experience with inspection and plan review.

Project and Schedule Understanding and Approach

4LEAF is committed to turning around the plan check in 15 days or less from time of receipt and 5 days or less for the re-checks. We further understand that the Learning Center and M&C Tech Center has a construction schedule of approximately 13 months in length from October 2015 to October 2016. There will also be two other projects within this time frame which will be approximately six months of construction (T&D) and five months of construction (Utility Village). 4LEAF will provide one Inspector for the duration of the project for approximately 1,700 hours and a CASp Inspector for 32 hours to be performed at milestone dates. The Inspector will be full-time when all three scopes are operating simultaneously and will scale back when construction is less. A detailed breakdown is provided in the proposal.

Resources/Requirements for Award

With nearly 200 employees, including more than 100 inspectors, 4LEAF has the depth of resources to provide the City of Winters a variety of personnel options. In addition, 4LEAF has 10 Certified Access Specialists (CASp) on staff. **4LEAF exceeds all the "Requirements for Award"**.

Commitment to Estimate/Fee Schedule

4LEAF is committed to the Estimate and Fee Schedule provided to the City in Section 7 of this proposal. We understand that the contents of Section 7 may be included in the contract awarded to 4LEAF by the City of Winters.

Communication for Proposal

The contract with the City of Winters will be managed by Craig Tole. Craig has a proven track record of success with managing large inspection and plan review assignments. Craig works between both Northern California offices in Pleasanton and Nearby Fair Oaks.

If you have any questions or require additional information, please feel free to call at your convenience. I may be reached at the office at (925) 462-5959, by cell at (925) 580-4055, or email at ctole@4leafinc.com.

Sincerely,
4LEAF, Inc.

Craig Tole
Project Manager



Section 2: About the Firm

4LEAF, Inc. (4LEAF) was established in 1999 and incorporated in 2001 by experienced engineers and managers with a focus on providing plan review, project inspection, and on-call inspection services to municipal Building and Public Works Departments. With the goal of setting the industry standard for excellent customer service, 4LEAF has grown to nearly 200 personnel (including more than 100 Inspectors with approximately 75 of those full-time) throughout California, Washington, and Nevada.

Principal/Management Team:

President: Kevin Duggan
(P) – (925) 462-5959 (E) – kduggan@4leafinc.com

Vice President: Bert Gross, P.E.
(P) – (916) 965-0010 (E) – bgross@4leafinc.com

Vice President: Gene Barry, P.E.
(P) – (925) 462-5959 (E) – gbarry@4leafinc.com

Director/PM: Craig Tole
(C) – (925) 580-4055 (E) – ctole@4leafinc.com

Bay Area - Corporate Office
2110 Rheem Drive, Suite A
Pleasanton, CA 94588

Sacramento Office
4401 Hazel Ave., Suite 135
Fair Oaks, CA 95628

Washington Office
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

4LEAF Consulting, LLC
125 E. Reno Ave. Suite 3
Las Vegas, NV. 89119

4LEAF maintains the *largest database of qualified personnel of varied qualifications.*

Title	# of Staff	Title	# of Staff
ICC Certified Plans Examiners	25+	ICC Certified Inspectors & Inspectors of Record	100+
ICC Certified Building Officials	10	Registered Architects	3
Registered Engineers (PE, SE)	20	ICC Permit Technicians	8
Code Enforcement Staff (PC832)	8	CASp	10
Construction Managers/Inspectors	18	QSP/QSD	3

4LEAF has a proven track record of reviewing and inspecting projects of all sizes and complexities including:

- City/County-owned facilities
- Large Campuses
- Stadiums/Arenas
- Commercial Office Parks
- Detention/Criminal Justice Facilities
- Essential Service Facilities
- Laboratories
- Military Projects

- Site Work
- Water Front
- Health Care Facilities
- Transportation Facilities
- Commercial Shopping Centers
- High Profile Type B commercial construction
- Large-Scale Residential / Master Planned
- Multi-Family projects



As an experienced firm, 4LEAF has approaches to working with clients that are very different from those you might find when working with a large corporation. Our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate plan review and inspection services.

4LEAF has been the industry leader in providing Building Department Services to public and private clients throughout California. 4LEAF has provided plan review and inspection services for numerous projects including office campuses, parking garages, transportation facilities, city-owned buildings, universities, public schools, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. 4LEAF has also performed thousands of plan reviews on residential properties, including tenant improvements.

4LEAF's staff has the depth of experience in working with building structures. 4LEAF has performed more than \$25 billion dollars in construction over the past fifteen (15) years. We have worked with planning and building departments in the construction, rehabilitation, and repair of both public and private buildings. We have worked with design review and preservation boards to determine design criteria and associated project requirements. In addition, our staff has performed inspections and plan reviews for public and private building structures for compliance with life-safety, and Americans with Disabilities Act (ADA) accessibility requirements.

Basic Services Provided by Firm

Building Department Services	Construction Management	Engineering Services
<ul style="list-style-type: none"> • Full Department Services • ICC Certified Building Officials • On-Site Plan review • Off-Site Plan Review • ICC Certified Plan Review Staff • ICC Certified Building Inspectors • ICC Certified Permit Technicians • ICC Certified Code Enforcement Officers • California Certified Accessibility Specialists (CAsp) • DSA Inspectors of Record • OSHPD Inspectors of Record • Leed Accredited Professionals • California Registered Architects 	<ul style="list-style-type: none"> • Constructability Reviews • Daily Reports • Review Progressive Payments • Track Bid Item Quantities • Baseline Schedule Review • Coordinate between various project stakeholders • Monitoring Documenting Contractor's Compliance with Project Contract and Specs • Review Submittals, Supplementals & RFI's • Maintaining Detailed Written and Photographic Records of Site Activities • Performing Claims Analysis • Performing On-Site Administration 	<ul style="list-style-type: none"> • California Registered Engineers • NPDES Permitting and Compliance • Phase I & II Environmental Assessments • Storm Water Pollution Prevention • Soil Stabilization / Management • CERCLA and RCRA Remedial Investigation Work Plans • Remedial Investigation Reports • Groundwater Treatment System O&M • Engineering Cost Estimates • Roadway • Trenched Utilities/Pipelines • Bridge • Foundation • Hazardous Waster Management



Experience with Public Agencies

4LEAF is the largest provider of ICC Certified Combination Inspectors. 4LEAF currently supplies more than **100 ICC Inspectors** to municipal clients both on an on-call basis or permanent assignment. 4LEAF also performs a multitude of **plan review services** for these clients both on-site and from our 4LEAF office locations throughout California.

City / County / State On-Call Clientele

City of Palo Alto	City of Pleasanton	City of Sacramento
City of Cupertino	City of Livermore	California State Parks
City of Tracy	City of Dublin	County of Stanislaus
City of Lathrop	City of Concord	City of San Juan Bautista
County of San Joaquin	City of Walnut Creek	City of Hollister
City of Modesto	City of Berkeley	City of Daly City
County of Santa Clara	City of Rohnert Park	City of Stockton
County of San Mateo	Town of Danville	City of Merced
City of East Palo Alto	County of Alameda	City of Rocklin
City of Galt	City of El Cerrito	City of Riverbank
City of San Mateo	City of Pittsburg	City of Los Altos
City of San Leandro	City of San Ramon	City of Roseville
City of Gilroy	City of Martinez	City of Burlingame
City of Redwood City	City of Fremont	County of Tuolumne
City of Monterey	City of Brentwood	City of Sunnyvale
County of San Luis Obispo	Clark County, NV	City of Davis
City of Auburn/Enumclaw, WA	Town of Tiburon	City of Carmel By-The Sea
City of Santa Cruz	City of Citrus Heights	City of Bainbridge Island, WA
City of San Jose	City of Folsom	County of Fresno



Project Inspection

4LEAF is the Northern California's leader in Project Inspection Services. Here is a list of our recently completed or in-progress commercial projects:

Building Projects

- Cupertino Campus (\$5 Billion)
- VMware (\$1.3 Billion)
- CDCR (\$800 Million)
- Taube-Koret CJL (\$350 Million)
- UC Merced Phase 1 (\$350 Million)
- California Dept. of Parks and Recreation (DPR) (\$250 Million)
- St. Joseph's Hospital, Stockton, CA (\$120 Million)
- BART Dublin Station, Dublin, CA (\$116 Million)
- Lawrence Berkeley National Lab CRTF (\$115 Million)
- Los Angeles Downtown Park (\$100 Million)
- Stockton Ball Park and Arena (\$100 Million)
- Calaveras County Jail (\$68 Million)
- Downtown Health Center, Santa Clara County (\$50 Million)
- OSHPD Campus Work, Stanford University (\$50 Million)
- S.F. Muni Metro East (~\$50 Million)
- College of Marin Math Science Building (\$49 Million)
- Ashland Youth Center, Alameda County (\$40 Million)
- Lafayette Library and Learning Center (\$40 Million)
- County of San Luis Obispo Women's Jail (\$34 Million)
- Mitchell Park Library, Palo Alto (\$30 Million)
- Clark County Bus Rapid Transit (\$25 Million)
- Biltmore Adjacency, City of Cupertino (\$23 Million)
- College of Marin Diamond P.E. Center (\$16 Million)
- San Francisco Unified School District Renovation Projects (\$15 Million)
- County of San Luis Obispo Juvenile Hall (\$13 Million)
- Angel Island Immigration Station (\$12 Million)
- Santa Clara County, Berger One and Two Remodels (\$11 Million)
- City of Sacramento Fire Station #20 (\$10 Million)
- City of Sacramento Fire Station #30 (\$10 Million)
- Concord Naval Weapons Station (\$10 Million)
- Aerojet Defense and Space contractor facility upgrades (\$10 Million)
- City of Hayward Fire Station # 2 & 5 (\$10 Million)
- City of Dublin Fire Station # 17 (\$8 Million)
- City of Dublin Fire Station # 18 (\$7 Million)
- West Valley Mission Community College District Fire Alarm Replacement
- Governor's Mansion, Sacramento, CA

Public Works Projects

- City of Walnut Creek Streetscape (\$TBD)
- Clark County I-215 Interchange (\$50 Million)
- Amtrak Extension, Sac RT (\$40 Million)
- America's Cup Marina (\$25 Million)
- Richmond Field Station (\$25 Million)
- Yosemite Slough, Candlestick Pt. (\$14 Million)
- PG&E Gas Pipeline Replacement (\$10 Million)
- Downtown Burlingame Utilities (\$8 Million)
- W. Sacramento Capitol Ave (\$7 Million)
- W. Sacramento Tower Bridge (\$6 Million)
- Auburn Blvd, Citrus Heights (\$5 Million)
- City of Cotati Train Depot (\$1.7 Million)



Plan Check Experience

4LEAF plan checks approximately 2,000 plans each year and has the depth of experience in providing consultant services on a variety of projects. Our project history includes City/County owned properties, laboratories, military projects, transportation projects, office buildings, criminal justice facilities, health care facilities, and high profile Type B commercial construction projects. Our project history includes:

City / County Plan Check Project History

Administrative Office of the Courts – (\$200 Million)

City of Cupertino – Campus Parking Garages (Undisclosed)

City of Livermore – Fire/Building Reviews for Paragon Outlet Mall – Phases 1 & 2 (\$100 Million)

County of Stanislaus – County Jail Buildings 1, 2, and 3 (\$90 Million)

City of Cupertino – Main Street Cupertino (\$300 Million)

County of Calaveras – Adult Detention Facility and Administration Building (\$68 Million)

City of Pleasanton – Clorox Campus (\$60 Million)

City of Dublin – Ross Headquarters (\$50 Million)

County of Alameda GSA – Ashland Youth Center (\$34 Million)

City of Palo Alto – Stanford Hospital Parking Garage and Visitors Center (\$32 Million)

City of Monterey – Conference Center Renovation (\$25 Million)

City of Pleasanton – BRE Multifamily (\$25 Million)

City of Palo Alto – VMware (\$125 Million)

City of Cupertino – Biltmore Adjacency (\$23 Million)

City of Palo Alto – Stanford School of Medicine 3165 Porter (\$18 Million)

City of Palo Alto – Hilton Hotel (\$18 Million)

City of Monterey – Santa Catalina School (\$15 Million)

City of Turlock – Sutter Health (\$15 Million)

City of Turlock Essential Services Facility – (\$11 Million)

County of Santa Clara FAF – Fire Review for Main Jail Panel Replacement

County of Santa Clara FAF – Fire Review for San Jose Downtown Health Center



Section 3: Scope of Services

Plan Check Services

Our understanding is that this project will consist of a review of the following buildings:

- Learning Center (65,400 Sq. Ft.)
- Transmission and Distribution Tech Center (11,100 Sq. Ft.).
- Gas Transmission Training Area (One 12 Ft. by 20 Ft. & One 20 Ft. by 12 Ft. Structures).
- Equipment and Excavation Training Area (10 Ft. x 10 Ft. permanent Shade Structure and 15 Ft. x 20 Ft. Shed).
- Utility Village (15 Mock homes of 600 Sq. Ft. and Permanent Shade Structure 10 Ft. x 10 Ft.).
- Cathodic Protection Area (6 Distribution Poles approximately 30 Ft. in length).
- Building Expansion Area (20,000 Sq. Ft. building).
- Site Security and Fencing (3,100 Linear-foot, 7 foot high masonry along southern, eastern, and western (up the proposed parking lot) boundaries and by a seven-foot ornamental fence along a small portion of the northern boundary connecting the Learning Center).

Scope of Review

4LEAF will review these plans per the 2013 California Building Code. We anticipate the plan review services required will be the review of submitted plans for compliance with the provisions of all State and local laws and regulations including, but not limited to those for: Fire and Life Safety, Accessibility, Structural, Plumbing, Mechanical, Electrical, and Energy associated with all the buildings for the new Training Center. We anticipate the Fire-Life-Safety review to cover the following: egress, allowable building areas, fire resistive construction, smoke control, use separations and opening protection.

Turn-Around Times

First Reviews will be performed in **10 days or less** and rechecks will be performed in **5 days or less**.

ADA

4LEAF's review will be performed and managed by a **Certified Access Specialist (CASP)**. 4LEAF will:

- Depict accessible elements in the design and construction documents.
- Identify discrepancies between project/permit application & design and construction documents.
- Detect nonconformance and/or omissions related to accessibility requirements in design and construction documents.
- Check and verify coordination of accessible elements throughout all relevant design and construction documents.
- Analyze site horizontal and vertical elevation data to evaluate conformance with applicable accessibility requirements.
- Analyze accessibility requirements

Exclusions

Automatic fire suppression and fire alarm systems will not be part of this review. If required, 4LEAF will put in a separate bid for these items. 4LEAF assumes the City of Winters Fire Department will perform this portion of the review.



Building Inspection Services

Our understanding is that this project will consist of a review of the following buildings:

- Learning Center (65,400 Sq. Ft.)
- Transmission and Distribution Tech Center (11,100 Sq. Ft.).
- Gas Transmission Training Area (One 12 Ft. by 20 Ft. & One 20 Ft. by 12 Ft. Structures).
- Crane Certification Training Area.
- Vehicle Parking Areas.
- Equipment and Excavation Training Area (10 Ft. x 10 Ft. permanent Shade Structure and 15 Ft. x 20 Ft. Shed).
- Commercial Driver License Training Area
- Utility Village (15 Mock homes of 600 Sq. Ft. and Permanent Shade Structure 10 Ft. x 10 Ft.).
- Equipment Fueling Area
- Cathodic Protection Area (6 Distribution Poles approximately 30 Ft. in length).
- Building Expansion Area (20,000 Sq. Ft. building).
- Site Security and Fencing (3,100 Linear-foot, 7 foot high masonry along southern, eastern, and western (up the proposed parking lot) boundaries and by a seven-foot ornamental fence along a small portion of the northern boundary connecting the Learning Center).

Construction Schedule

Building	Start	Finish
Learning Center/M&C Tech Center	October, 2015	October, 2016
Transmission & Distribution Tech Center	November, 2015	May, 2016
Utility Village	November, 2015	March, 2016

Level of Effort

4LEAF will provide the City of Winters a highly qualified and experienced ICC Combination Building Inspector up to full-time (if needed) to perform the Inspections of this project. 4LEAF anticipates full time From October, 2015 through May, 2016, 24 hours per week for June, 2016 through September, 2016, and full-time for project closeout in October, 2016. In addition, we have budgeted 32 hours for CASp inspection.

2015			2016									
Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct
Learning Center Starts			Learning Center Complete									
Utility Village Starts			Utility Village Complete									
Full-Time Pre-Cons	Full-Time	Full-Time	Full-Time	Full-Time	Full-Time	¼-Time	¼-Time	Part-Time	Part-Time	Part-Time	Part-Time	Full-Time Closeout



Month	Year	Project	Scope	Hours
October	2015	LC/M&C	Review of Plans, Pre-Construction Meetings	172
November	2015	LC/M&C, T&D, Utility	Inspections, Meetings, and Reports for City	172
December	2015	LC/M&C, T&D, Utility	Inspections, Meetings, and Reports for City	172
January	2016	LC/M&C, T&D, Utility	Inspections, Meetings, and Reports for City	172
February	2016	LC/M&C, T&D, Utility	Inspections, Meetings, and Reports for City	172
March	2016	LC/M&C, T&D, Utility	Inspections, Meetings, CASp, and Reports for City	196
April	2016	LC/M&C, T&D	Inspections, Meetings, and Reports for City	96
May	2016	LC/M&C, T&D	Inspections, Meetings, and Reports for City	96
June	2016	LC/M&C	Inspections, Meetings, and Reports for City	96
July	2016	LC/M&C	Inspections, Meetings, and Reports for City	96
August	2016	LC/M&C	Inspections, Meetings, and Reports for City	96
September	2016	LC/M&C	Inspections, Meetings, and Reports for City	96
October	2016	LC/M&C	Closeout Procedures, CASp Inspection & Final Report	180
				1,716

Inspection Scope

Per the RFP, 4LEAF will have the following inspection responsibilities:

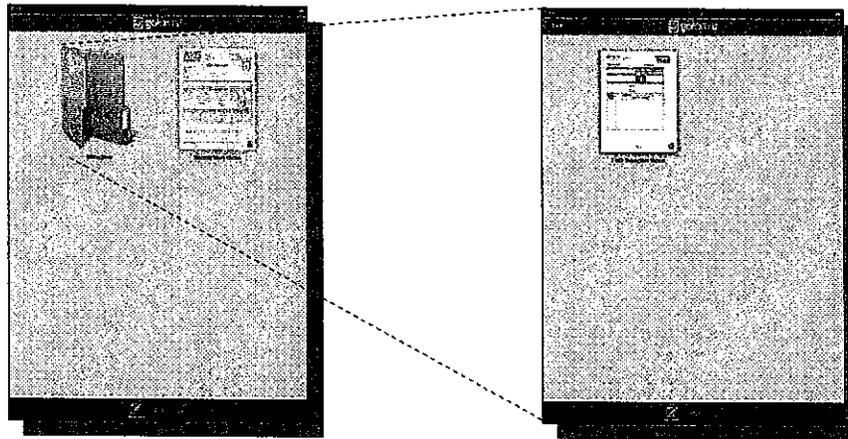
- Provide Construction Inspection services based on the approved plans and construction documents to ensure that all new construction is in conformance and compliance with the California Code of Regulations, Title 24, and other State and Local Laws. 4LEAF assumes the City of Winters have their adopted ordinances published on their City website.
- Prepare weekly summary reports of progress at the construction site based upon direct observation and reports by subordinate inspector and prepare these reports for review by the City of Winters Building Department.
- Review and appropriately respond to special inspection reports and subsequently electronically file the reports into a user friendly electronic document management system.
- Maintain an effective working relationship with the Contractor, Design Professionals, Construction Manager, and the City of Winters Building Department as to safeguard the Owner and City.
- Be tactful, firm, and fair in insistence to adherence of the intent of the approved plans and documents.
- Review and inspect work and materials in a timely manner so as to avoid as much as possible, disruption to the schedule or work already in place.
- Provide quality control of work (courtesy), materials, and equipment, and reject work that is substandard and/or which does not meet the intent of governing codes, laws, rules, and/or regulations.
- Rely on the Design Professional and Plan Review team to solve technical problems arising during construction.
- Refer to the Chief Building Official on gray areas of the code or where interpretation is needed. The Chief Building Official is the ultimate Authority Having Jurisdiction.



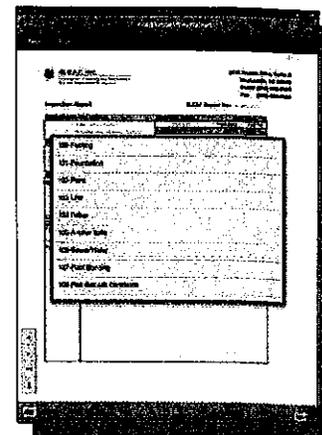
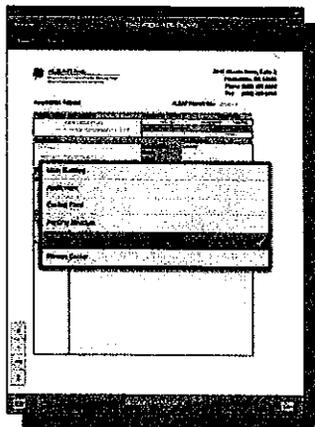
Inspection Documentation

4LEAF proposes to use Go Formz for documenting inspections. 4LEAF's Inspection Form is already available in GoFormz and can be accessed by simply downloading the application to your iPad or Mobile Device.

From there, click on the Inspections Folder on the top left of your screen. Then, click on 4LEAF's Field Inspection Report

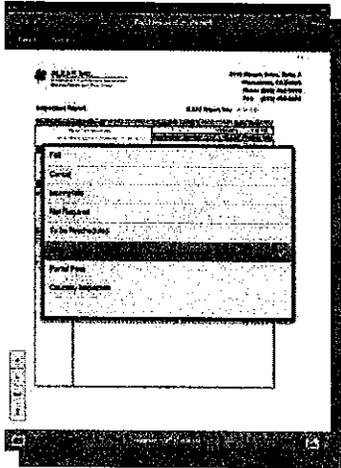


This report can populate immediately from the designated Inspection Request system to provide the report with the Building/Site, Zone for the project

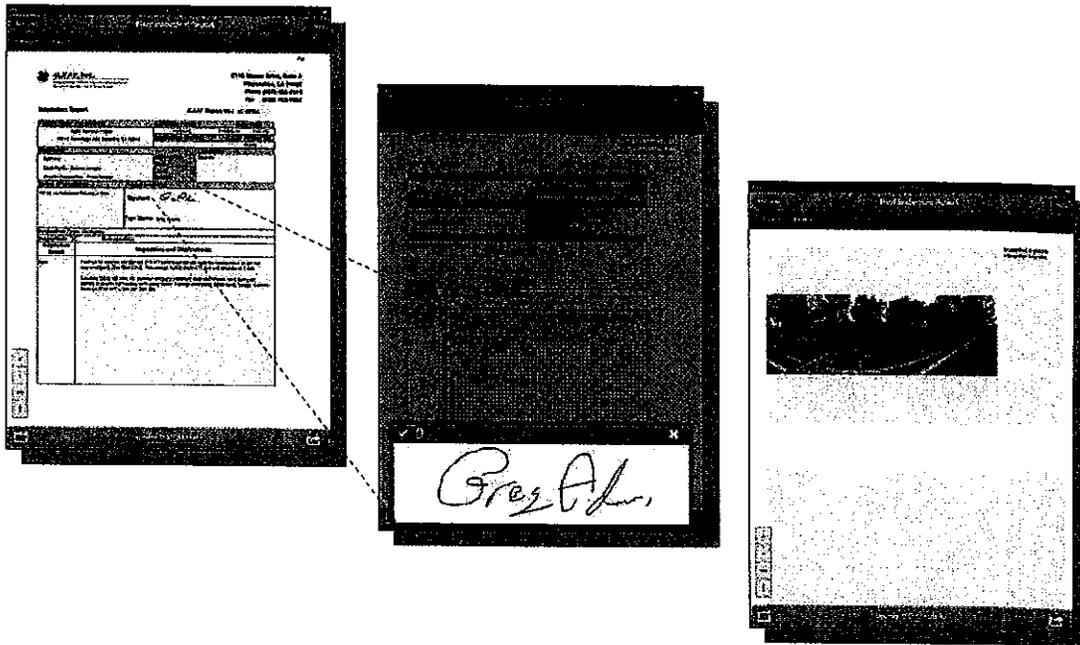




This report will allow various inspection results from a drop down menu as illustrated in the image below:



The Inspector will be able to leave detailed notes under the inspections and observations box and apply pictures to this report on page 2 instantaneously to show the item inspected. The inspector will also be able to sign their report by hand on the iPad through the mobile signature block and Pictures taken from the iPad are stored on the inspection document.





Section 4: Project Team Organization

Principals

Kevin J. Duggan

Principal

Mr. Duggan is President and founder of this incorporated engineering and construction inspection firm based in Northern California. 4LEAF provides building department and public works services including building inspection, engineering inspection, plan check, office engineering, construction management, and environmental consulting. His responsibilities included program management, project management, business development, and forecasting. Mr. Duggan has more than 15 years of progressive business, management and construction related experience. He has been project manager on a number of both large and small projects in the Bay Area. Projects have included both civil and building projects with scopes ranging from environmental engineering services to construction management to building-safety code inspections.



Bert Gross, P.E.

Vice President

Bert Gross is Vice President of 4LEAF and is a California-registered Professional Engineer with more than 25 years of experience managing complex public works infrastructure projects. He is responsible for staffing, project, and financial management of 4LEAF's Construction Management, Project Management, and Inspection projects. Bert is experienced in project planning, specification writing, construction procurement and funding, scheduling, change order negotiations, and client relations. He has working knowledge of public contract codes, contracting and bidding procedures. His experience also includes field inspection of construction practices/methods and reviewing plans for constructability. Bert has served as a quality control manager and project manager for various design and construction projects. His responsibilities included quality control management and program management of engineering services for numerous federal infrastructure projects, major facility renovations, and new construction projects.



Gene Barry, P.E.

Vice President

Gene has more than 24 years of engineering and project management experience. He has experience as a project manager, construction manager, environmental engineer, field engineer, construction surveyor, soils tester, quality assurance inspector, and design engineer. He has extensive project management experience including reviewing plans and specifications and their conformance to the project scope of work, developing and monitoring project schedules, establishing a project scope of work, performing bid evaluation and cost-benefit analyses, preparing and evaluating detailed cost estimates, and monitoring project budgets. Gene is a California Qualified SWPPP Developer (QSD), has extensive experience preparing storm-water pollution prevention plans (SWPPP), and is very knowledgeable regarding the State of California's new General Construction Permit for stormwater discharges.





Project Manager

Craig Tole

Project Manager

Craig has been the Director of the 4LEAF business development team for the past 10 years under the supervision of the Vice President of Engineering and the company President and has managed more than \$15 Billion of Construction Inspection. Among Craig's responsibilities include the day to day contact with many of 4LEAF's valuable clients in the Building & Safety, Engineering, Construction Management, and Plan Check industries as well as the hiring and development of 4LEAF personnel. Craig has successfully managed a multitude of inspection projects ranging from \$1 million to \$6 Billion in valuation. In addition, Craig also manages numerous Building Department and Capital Projects clients and is responsible for recruiting, qualifying, and placing staff throughout the Northwest United States.



Craig has established a proven track record of solidifying current clients as well as establishing new clients for 4LEAF. He is typically the first point-of-contact for client services and a direct link to home office support.

Plan Review Team

Greg Shriver, P.E., CASp

Plan Review Engineer

Greg has more than 30 years of experience in the performance of plan review engineering services. Greg has served a wealth of municipalities throughout California and has provided expertise in the California Building Code. Greg has primarily served a great majority of the East Bay and has served such jurisdictions as the Cities of Dublin, Livermore, Pleasanton, Pittsburg, Tiburon, American Canyon, and others. Greg is also a fixture in the International Code Council East Bay Chapter where he has held numerous positions including Past President. Greg continues to serve the industry on various code related issues and developments to his clients as well as other industry professionals when called upon.

Kelly Park Li, S.E.

Plan Review Engineer

Kelly is a Registered Professional Structural Engineer and Certified Plans Examiner through the International Code Council. Kelly has more than seven years of experience designing and analyzing new construction of commercial buildings and tenant improvement projects. For the past 18 months, Kelly worked with the City of Walnut Creek performing plan reviews of commercial and residential projects for code compliance with state building codes and design standards. Kelly is familiar with design and review of a diverse range of project types including hospitals, medical office buildings, senior care facilities, retail, education, single and multi-family residential housing, and commercial buildings.



Scott Martin, P.E.

Plan Review Engineer

Scott has more than 14 years of structural engineering experience. Scott has performed a multitude of plan reviews for many different disciplines including OSHPD 3, DSA Projects, and various municipal reviews for clients throughout California. Scott's day-to-day activities include the review of plans submitted to local jurisdictions, creation and submission of plan check letter, and constant communication with all project stakeholders. In addition, Scott was often tasked with the education of building code to applicants.

Building Inspection Team

Patrick Gunning

Proposed Project (Building) Inspector

Patrick has more than 25 years of experience in various management positions. His experience includes working closely with different government agencies and private companies in the construction of commercial and power industry projects ranging in value from \$2 million to \$1.3 billion. Patrick has a commanding knowledge of all building codes and accepted construction practices for all trades and excels in working closely with agents of owners, contractors, engineers in all levels of government. He is knowledgeable with programs including Storm Water Pollution Prevention Plans, the National Environmental Policy Act, the California Environmental Resources Evaluation System, California Public Utility Commission General Orders 95, 112, 128, 165 for high voltage overhead/underground transmission lines and utility gas transmission and distribution piping systems. Patrick is also proficient in the written/spoken English and Spanish languages. Patrick has served in various positions throughout the industry including Building Official in the Building Department of Dona Ana County, Las Cruces, NM, Director of Building & Safety, Supervising Inspector, Quality Control & Safety Manager, Director of Inspection Services, and Senior Inspector.

Mike Anderson, P.E., C.B.O.

Proposed CASp (Building) Inspector

Mike Anderson has over 25 years of extensive plan review experience. He has provided architectural and structural plan review services on numerous moderate and complex projects for various jurisdictions and clients in California. His architectural review experience includes both reviewing new construction plans for code compliance and analyzing existing buildings for potential occupants and building owners. This architectural review covers aspects of the California Building Code including occupancy type, rated construction, exiting and accessibility. Mike is not only a professional engineer but also a Certified Access Specialist. Mike is currently responsible for providing architectural and accessibility plan review and office staff oversight for a variety of commercial, industrial, and multi-family residential projects throughout the western U.S. Through many years of project experience and personal contacts in the code industry, he maintains a strong connection with and understanding of the California Building Code. Mike has extensive experience reviewing high-rise and mid-rise projects for the City of Sacramento for conformance with the local building codes and ordinances. He has reviewed apartments, commercial buildings, OSHPD 3 Facilities and assembly occupancy facilities.

Craig Tole

Director of Development Services / Project Manager

Experience

10 years

Education

Bachelor of Science, Economics, 2000
Sonoma State University

Certifications / Training

Building Department Responsibilities
for State License Clinics

Registrations

International Code Council (ICC)
•East Bay Chapter
•Napa/Solano Chapter
•Monterey Bay Chapter
•Peninsula Chapter
•SVABO

CMAA
APWA

Experience Summary

Craig has been the Director of the 4LEAF business development team for the past 10 years under the supervision of the Vice President of Engineering and the company President. Among Craig's responsibilities include the day to day contact with many of 4LEAF's valuable clients in the Building & Safety, Engineering, Construction Management, and Plan Check industries. Craig has successfully managed a multitude of inspection projects ranging from \$1 million to \$5 Billion. In addition, Craig also manages numerous Building Department clients and is responsible for recruiting, qualifying, and placing staff throughout California. Craig is currently managing the inspection services on a **\$5 Billion corporate campus in Cupertino, CA** where 4LEAF is performing the complete Building Department and Public Works Department inspections. To date, Craig manages a team of 14 personnel and monitors the milestone tracking and daily communication with the Chief Building Official and Public Works Director.

Select Project Experience

Building Department Management

Project Manager

Craig is currently the Building Department Manager on behalf of 4LEAF. Craig is responsible for all assignments performed for clientele including plan review, building inspection, permit technicians / counter services, code enforcement, etc. Craig is responsible for recruiting and placing all building department staff as well as the pick-up and delivery and assignment of plan reviews to appropriate Engineers and certified staff. Craig manages more than 60 Building Department contracts. Some of them includes:

- ◆ *City of Cupertino, Building Department*
- ◆ *City of Palo Alto, Building Department*
- ◆ *County of Santa Clara, Building Department*
- ◆ *County of Santa Clara, Facilities & Fleet*
- ◆ *City of Sunnyvale, Building Department*
- ◆ *City of Manteca, Building Department*
- ◆ *City of Hollister, Building Department*
- ◆ *City of Dublin, Staffing/Recruitment Manager*
- ◆ *City of Monterey, Building Department*
- ◆ *City of Salinas, Building Department*
- ◆ *County of Stanislaus, Capital Projects*
- ◆ *City of Walnut Creek, Building Department*

City of Palo Alto

VMWare, Taube-Koret Campus for Jewish Living, Mitchell Park Library

Project Manager

Craig is responsible for consultant building department services to the City of Palo Alto Building Department on behalf of 4LEAF. Services include on-site plan review engineering and on-call building inspection services. Craig was also the Consultant Project Manager for three large Municipal projects which included the \$1.3 Billion VMware, Mitchell Park Library, and the Taube-Koret Campus for Jewish Living (CJL). Craig supervised four staff members providing construction inspection services on this 8.6 Acre \$350 Million Dollar Project in Palo Alto at the former campus of the Sun Microsystems Corporation at 901 San Antonio Road. This project included two major components which includes a 193 unit senior residential living complex (298,130 s.f.) and the Oshman Family Jewish Community Center (134,150 s.f.). The project also consisted of 12 separate buildings placed on a podium style parking garage with a capacity of 628 parking spaces.



College of Marin Campus Improvements - \$80 Million

Project Manager

Craig is responsible for the Consultant Project Management of nearly \$80 million in construction at the College of Marin. 4LEAF is currently performing Inspector of Record services on the Science and Mathematics Building. This project consists of construction of a new 77,000 gross square foot Science Building to replace the existing 55,000 square foot 1960's Science structure. The three-story building includes wet labs, dry labs, class rooms and a central plan for nearby buildings. Adjacent softscape and hardscape is included. The new building is rated by the United States Green Building Council and will feature a partial "green" roof, and a heating system utilizing water-fed heat pumps from the common geothermal field.



Various Universities and Community College Districts

Project Manager

Craig has managed multiple consultant agreements with the California State School System, University of California, and Community College Districts. These contracts include Construction Management and Inspector of Record services for both On-Call agreements and project specific assignments. Our University clientele includes:

- *California State University East Bay*
- *University of California, Berkeley*
- *Stanford University School of Medicine*
- *Stanford University Facilities Department*
- *University of California, Davis, Campus Inspection Services*
- *San Francisco Unified School District*
- *Evergreen Community College District*

Greg Shriver, P.E., CASp

Senior Plan Review Engineer

Experience

32+ years

Education

B.S.C.E Degree, California State
University Fresno, May 1981
Fresno City College, Fresno CA
AA Degree, May 1973

Certifications

Registered California Professional
Engineer No. 38761
CASp Certification No. 096

Registrations

ICBO
CALBO
SEAOC
California Energy Commission
Past President – ICC East Bay Chapter

Experience Summary

Greg has more than 30 years of experience in the performance of plan review engineering services. Greg has served a wealth of municipalities throughout California and has provided expertise in the California Building Code. Greg has primarily served a great majority of the East Bay and has served such jurisdictions as the Cities of Dublin, Livermore, Pleasanton, Pittsburg, Tiburon, American Canyon, and others. Greg is also a fixture in the International Code Council East Bay Chapter where he has held numerous positions including Past President. Greg continues to serve the industry on various code related issues and developments to his clients as well as other industry professionals when called upon.

Select Professional Experience

4LEAF Inc.

Senior Plan Check Engineer

2013 - Present

Greg joined 4LEAF in January of 2013 as our Senior Plan Check Engineer. Greg is responsible for the management and performance of plan review for all of 4LEAF's plan review clientele and assists in the development of 4LEAF's Structural Engineers and Non-structural review staff.

Interwest Consulting Group

Engineer / Plans Examiner

2007-2012

Greg served Interwest Consulting Group for nearly six years performing plan reviews for Fire-Life-Safety, Structural, Accessibility, and Title 24 for many municipalities including Cities of Pleasanton, Dublin, Livermore, Pittsburg, Tiburon, Martinez, etc.

Independent Code Consultants

Engineer / Plans Examiner / Owner

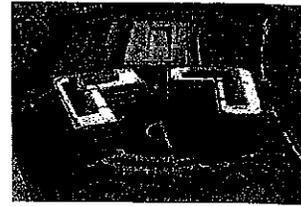
1991-2007

Greg was the sole proprietor of his own Consulting Group for more than 15 years performing plan reviews for Fire-Life-Safety, Structural, Accessibility, and Title 24.

Project Experience

Oracle Building "H" and Parking Structure

Occupancy: B, Type II FR & S-2 IB
Size: 532,261 sf
No. of Stories: 4
Valuation: \$60,000,000



Project Description: Greg provided the complete shell and tenant improvement plan reviews for this four story building totaling 180,996 sq ft. Occupancy is B with construction type II FR, fully sprinklered. The structural systems consisted of conventional footings, structural steel framing and metal deck/concrete fill floor and roof diaphragms and special braced frames. The parking garage consisted of complete plan review services for the four story S-2 building. The Construction type was I-B with a total square footage of 351,265 sq ft. Structural systems consisted of conventional footings, post tensioned concrete floor slabs, and concrete shearwalls.

Pleasanton Corporate Commons

Occupancy: B
Size: 250,000 sf
No. of Stories: 5
Valuation: \$60,000,000



Project Description: Greg performed the plan review on the 250,000 sq ft Corporate Commons that included five stories of structural steel, reinforced concrete, and metal deck floors. The occupancy is B construction and the structural systems consisted of conventional footings, structural steel framing and metal deck/concrete fill floor and special braced frames.

6088 / 6100 Sunol Boulevard

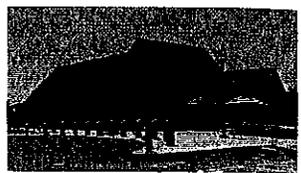
Occupancy: B-H, 2-H, 7, II FR
Size: 184,233 sf
No. of Stories: 4
Valuation: \$55,000,000



Project Description: Greg provided the complete shell and tenant improvement plan reviews for this two building project consisting of one-three story building with basement and one two-story building totaling 184,233 sq ft. Occupancy is B/H-2H-7 with construction type IIFR, fully sprinklered. The structural systems consisted of conventional footings, structural steel, framing and metal deck/concrete fill floor and roof diaphragms, and special moment resisting frames.

Pleasanton Presbyterian Church

Occupancy: E-3, B, and A2.1, Construction Type V-N
Size: 78,000 sf
No. of Stories: 1&2
Valuation: \$15,000,000



Project Description: Greg provided plan review for the Pleasanton Presbyterian Church that consisted of a single story multi-use building, a single story classroom building, a single story youth center building, and a two story worship center. The total square footage for the project is approximately 78,000 sq ft. The Occupancy is E3, B and A2.1. The construction is type V-N sprinklered. The project was constructed using conventional wood framing, the lateral force resisting systems consisted of plywood roof and floor diaphragms and plywood shear walls.

Kelly Park-Li, S.E.

Structural Engineer/Plans Examiner

Experience

7+ years

Education

B.S Structural Engineering
University of California, San Diego, 2006

Licenses

Professional Structural Engineer, CA
Professional Civil Engineer, CA

Certifications

ICC Building Plans Examiner
ICC Residential Plans Examiner
State of California Post Disaster Safety
Assessment Program #67993

Experience Summary

Kelly is a Registered Professional Structural Engineer and Certified Plans Examiner through the International Code Council. Kelly has more than seven years of experience designing and analyzing new construction of commercial buildings and tenant improvement projects. For the past 18 months, Kelly worked with the City of Walnut Creek performing plan reviews of commercial and residential projects for code compliance with state building codes and design standards. Kelly is familiar with design and review of a diverse range of project types including hospitals, medical office buildings, senior care facilities, retail, education, single and multi-family residential housing, and commercial buildings.

Select Professional Experience

4LEAF, Inc.

Structural Engineer / Plans Examiner

2014 - Present

Kelly recently joined 4LEAF in November of 2014 as a Structural Engineer and Plans Examiner in our Pleasanton office. Kelly is tasked with the performance of plan review for all of 4LEAF's plan review clientele and will assist in the development of 4LEAF's Structural Engineers and Non-structural review staff. Some of her recent reviews for 4LEAF include Shea Homes Masterplan in Brentwood, Multi-family project in Daly City, and the CarMax Facility in Pleasanton. In addition, Kelly performed the plan review on the \$300 Million Broadway Plaza in Walnut Creek.

City of Walnut Creek, CA

Structural Engineer / Plans Examiner

July 2013 – November, 2014

Kelly worked for the City of Walnut Creek for approximately 18 months where she was responsible for reviewing drawings and documents submitted to obtaining building permits for conformance with the California Building Standards Code (Title 24 of the California Code of Regulations), structural design standards, and local municipal code. Kelly also reviewed life-safety, structural design, accessibility, energy standards, plumbing, electrical, mechanical, and green building. In addition, Kelly also worked the Public Counter performing reviews of tenant improvements and answering code-specific questions from architects, engineers, contractors, and homeowners. Kelly's plan review experience includes:

- Commercial
 - Structural design review of new two story, steel moment frame retail building and a new two-story concrete precast hybrid moment frame parking garage.
 - Structural and non-structural review of large and small office and retail tenant improvements.
 - Structural review of exterior signage.
- Residential
 - Single family alternations, additions, and new construction.
 - Multi-family alternations, additions, and new construction.

KPFF, Consulting Engineers, Walnut Creek, CA

Project Engineer

2006-2013

Kelly was responsible for the design and analysis of large and small projects in new and existing construction. Kelly created structural drawings and details along with calculation packages to obtain permit approvals from City and OSHPD jurisdictions. Materials used in design included steel, concrete, wood and masonry.

- Performed Design and Analysis for Lateral and Gravity Loads including:
 - New Four Story, pile supported moment frame and buckling-restrained braced frame hospital in Northern California (OSHPD).
 - Free Standing steel cantilever column canopies.
 - Concrete and Masonry retaining walls and shear walls.
 - Reframing in existing steel and wood construction for new equipment, added openings in floors or walls, and removed columns.
 - Anchorage of suspended, wall and floor mounted equipment for medical, mechanical, and electrical units in existing hospital, clinic, care facility, higher education, and retail applications.
 - Reviewed exiting c.1930 structure for deficiencies per ASCE 31-03 guidelines and designed strengthening scheme to comply with ASCE 41-06.

Scott Martin, P. E.

Plan Review Engineer

Experience

14 years

Education

University of California, Irvine
B.S. Civil Engineering

Certifications

California Registered Civil Engineer
License # 59091

Nevada Registered Civil Engineer
License # 019922

Professional Affiliations

ICC – International Code Council

Structural Engineers of Northern
California (SEAOC)

ASCE

Experience Summary

Scott has more than 14 years of structural engineering experience. Scott has performed a multitude of plan reviews for many different disciplines including OSHPD 3, DSA Projects, and various municipal reviews for clients throughout California. Scott's day-to-day activities include the review of plans submitted to local jurisdictions, creation and submission of plan check letter, and constant communication with all project stakeholders. In addition, Scott was often tasked with the education of building code to applicants.

Select Professional Experience

4LEAF, Inc.

Structural Plan Check Engineer

2012 - Present

Starting in December of 2013, Scott has recently accepted a position to perform and manage plan reviews in the Central Valley and Central Coast for many of 4LEAF's clientele. Since 2012, Scott has worked for 4LEAF as a structural plans examiner and has been tasked to the City of Palo Alto. Scott was often assigned to the counter to work with the public and architects to answer building code related questions and to provide excellent customer service. In addition, Scott performed many large-scale plan reviews for the City including:

- Stanford Medical Center (6 Stories) \$32 Million
- VM Ware HTE Tenant Improvement \$ 25Million
- Hilton Hotel and Underground Parking \$18 Million
- VM Ware Parking Structure 2 \$14 Million
- Stanford Hospital Site Development \$13 Million
- 260 California (3 Story mixed-use & underground parking) \$10 M
- Thermal Vacuum Chamber \$9.7 Million
- VM Ware Parking Structure (4 Levels) \$6.8 Million
- 4 Story Tenant Improvement for Survey Monkey \$6.1 Million
- Merck Corporate Office \$4.945 Million

Wildan Engineering, Fresno, CA

Structural Plan Check Engineer

2007-2010

Scott performed structural plan reviews on behalf of Wildan Engineering for numerous jurisdictions throughout California. Scott was tasked with the plan review, creation of the plan check letter, communicating with project stakeholders, and educating the applicants on current building codes and standards. Some of Scott's projects included:

- CSU Humboldt Student Center Expansion; Arcata, CA
- Park Place: Res/Office/Retail over Parking; Paso Robles, CA
- CalRENEW-1 Solar Power Farm; Mendota, CA
- City of Winters Police/Fire Complex; Winters, CA
- UC Davis Hyatt Place Hotel; Davis, CA

Advanced Structural Design, Inc., Fresno, CA

Project Engineer

1998-2007

Scott was a Project Engineer for nearly ten years with Advanced Structural Design out of Fresno. Scott was responsible for engineering design, drafting (Autocad & hand), shop drawing review, and coordination with clients.

- Mt. Whitney Classroom Buildings; Visalia CA (DSA #02-107633)
- Plumber's Union Expansion; Fresno, CA
- Oak Valley New Admin; Tulare Co., CA
- Paul Evert's RV Expansion and New Canopies; Fresno, CA
- Grizzlies Stadium; Fresno, CA

Patrick Gunning

Inspector/Plans Examiner

Experience

25+ years

Education

Burges H.S., El Paso, TX – graduated 1968

University of Texas at El Paso – 88 semester hours BA Liberal Arts, English Literature

Certifications

ICC Commercial Building Inspector
ICC Commercial Plumbing Inspector
ICC Commercial Electrical Inspector
ICC Commercial Mechanical Inspector
ICC Residential Electrical Inspector
ICC Residential Plumbing Inspector
ICC Residential Mechanical Inspector
ICC Residential Energy Inspector/Plans Examiner
Texas State Board of Plumbing Examiners - Texas Plumbing Inspector License.
Texas State Board of Plumbing Examiners – Medical Gas.
Texas Commission on Environmental Quality - Backflow Prevention.
Dona Ana County NM Sheriff Department - Codes Investigations.
State of New Mexico Construction Industries Division – Building Official

Affiliations

Construction Industries Division, State of New Mexico
Benevolent & Protective Order of Elks, Woodland, CA
Carpenters Union #2413, Glenwood Springs, CO
International Codes Council, Whittier, CA 90601

Experience Summary

Patrick has more than 25 years of experience in various management positions. His experience includes working closely with different government agencies and private companies in the construction of commercial and power industry projects ranging in value from \$2 million to \$1.3 billion. Patrick has a commanding knowledge of all building codes and accepted construction practices for all trades and excels in working closely with agents of owners, contractors, engineers in all levels of government. He is knowledgeable with programs including Storm Water Pollution Prevention Plans, the National Environmental Policy Act, the California Environmental Resources Evaluation System, California Public Utility Commission General Orders 95, 112, 128, 165 for high voltage overhead/underground transmission lines and utility gas transmission and distribution piping systems. Patrick is also proficient in the written/spoken English and Spanish languages.

Patrick has served in various positions throughout the industry including Building Official in the Building Department of Dona Ana County, Las Cruces, NM, Director of Building & Safety, Supervising Inspector, Quality Control & Safety Manager, Director of Inspection Services, and Senior Inspector.

Select Professional Experience

Building Department Inspections

Patrick was responsible for insuring compliance with local and state government rules / regulations, assisted the general public with home-site developments, and contractors with commercial construction procedures. Processes included special use permit applications, plans review, all trades inspections, and required engineering/environmental input. Working closely with the Corps of Engineers on Job Order Contracts in New Mexico, California, and Hawaii, Patrick enforced the same regulations as would be found in a typical city building department. The U.S. Army Residential Communities Initiative program was comprised of 44 installations with more than 85,000 homes, community development centers, shopping malls, schools, roads, utilities, and parks. As Supervising Inspector on the Ft. Irwin, CA and Ft.

Bliss, TX projects, Patrick led a team of inspectors to conduct field inspections and approvals of all new construction for all skilled trades including site preparation, infrastructure, and finish grading.

Bureau Veritas

Power Generation Plant Inspections

Project scopes included construction of various type electric generating power plants, high-pressure gas transmission / distribution lines, overhead and underground high-voltage electric transmission lines, and substations. Bureau Veritas acted as the authority having jurisdiction representing the California Energy Commission and the California Public Utilities Commission. Laws, ordinances, rules, and standards enforced included local, engineering specifications, ASME, local / state building codes, General Orders 95, 128, 165, Storm Water Pollution Prevention Plans, and Cultural/Archeological Environmental fields.

Generation Power Plant Projects

Simple and combined cycle gas-fired, solar photovoltaic, solar concentrating thermal, wind farms, high-voltage electric transmission lines and substations, and high-pressure natural gas lines.

Solar & Wind Farm Projects

Director of Inspection Services

As the Director of Inspection Services, Patrick assigned inspectors, developed assignments to conduct inspections, observations, and document daily activities of work. Solar projects ranged in size from 125 MW to 300 MW with valuations from \$800 million to \$1.25 billion. Project designs included parabolic trough technology relaying solar heat to a heat transfer fluid (HTF) where the HTF generates steam in solar steam generators, and solar concentrating thermal power plants, based on distributed energy via heliostat mirror technology to a tower, subsequently feeding a large capacity power island(s). Valuations ranged from \$800 million - \$1.25 billion. Wind projects ranged in size from 50 - 200 MW with valuations from \$10 – \$80 million.

Simple and Combined Cycle Gas Fired Projects

Director of Inspection Services

As the Director of Inspection Services of several sites, and as the Senior Inspector on site for the Colusa, Mariposa, and Genesis projects, Patrick was the team leader in the inspection approval, observation, and documentation of work to build new Power Generation Plant projects approved by the CEC. Plant capacities ranged from 200 MW to 800 MW. Work inspected included civil preparation and development of vacant land in preparation for installation of project infrastructure for storm drainage, water/sewer, overhead/underground high-voltage electrical, ground grids, natural gas lines, fire prevention, asphalt roads/curbs, site lighting, and fencing. Above ground structures included I-Beam construction for pipe supports / catwalks / cable trays, tanks (water, HTF, effluents, etc.), multi-celled air cooled condensing units, new building construction for administrative, engineering / control / maintenance occupancies, and electrical substations. Components installed included GE turbines generators, heat recovery steam generators, hydronic piping systems (aqueous ammonia, water, steam, ammonia, refrigerants, air, and lube oil), transformers, 230Kv high-voltage transmission lines/towers, substations, fire-sprinkler systems for key buildings, and security systems. Valuations ranged from \$250 million – \$925 million.

Overhead Transmission Lines and Towers

Senior Inspector

As the Senior Inspector, Patrick was the team leader in the inspection of work to fabricate and install of towers, observation/approval of welding processes, witness grounding tests, approve clearances, verify conductors and static lines sag were within specifications.

High Pressure Natural Gas Pipeline

Director

Representing the California Public Utility Commission (CPUC) for the state program "Gas Pipeline Test Strength Program", Bureau Veritas provided oversight and documentation of inspections and testing procedures conducted by others on high pressure natural gas pipelines owned by PG&E, SoCal Gas, and SDG&E in California. As Director, Patrick assigned inspectors and finalized the *Daily Inspection Report* for this work. Work inspected included the ordering, timing and implementation of the strength testing as conducted by PG&E. Test criteria was based on system hydraulics, customer demand, electric generation impact, timing of availability of records for engineering, timing of ability to obtain permits, material lead times, clearance resources, coordination with other pipeline work, construction resources, and local government. Inspected items included: status, name, type, line, mile start/end dates, comments, date, location and tests performed, documents, email to action parties, and others.

Mike James Anderson, P.E., CASp

Plan Review Engineer

Experience

25 years

Education

BS, Civil Engineering,
California State University,
Sacramento

Registration

CA Registered Civil Engineer

Certification

ICC Certified Professional Plans
Examiner

CASp – Certification No 328

Experience Summary

Mike Anderson has over 25 years of extensive plan review experience. He has provided architectural and structural plan review services on numerous moderate and complex projects for various jurisdictions and clients in California. His architectural review experience includes both reviewing new construction plans for code compliance and analyzing existing buildings for potential occupants and building owners. This architectural review covers aspects of the California Building Code including occupancy type, rated construction, exiting and accessibility. Mike is not only a professional engineer but also a Certified Access Specialist. Mike is currently responsible for providing architectural and accessibility plan review and office staff oversight for a variety of commercial, industrial, and multi-family residential projects throughout the western U.S. Through many years of project experience and personal contacts in the code industry, he maintains a strong connection with and understanding of the California Building Code. Mike has extensive experience reviewing high-rise and mid-rise projects for the City of Sacramento for conformance with the local building codes and ordinances. He has reviewed apartments, commercial buildings, OSHPD 3 Facilities and assembly occupancy facilities.

Select Professional Experience

Plaza Lofts Seven Story Building

City of Sacramento, CA

High-Rise with complex rated construction details and Ch.11A accessibility including parking garage, ramps, etc.

Marriott Hotel – Fifteen Story Hotel & Condominium Building

City of Sacramento, CA

High-Rise with both CBC Ch. 11A & B accessibility provisions.

RT Metro Repair Facility

City of Sacramento, CA

Industrial structure with multiple other uses including assembly and office.

Carefree Natomas Apartments, Sacramento, CA

Three-story multi-family with clubhouse – 20 building site including full accessibility site analysis.

Plan Review – Main Street Cupertino

Cupertino, CA

Since 2010, 4LEAF has provided Consultant Plan Review Services for the City of Cupertino. 4LEAF has performed several reviews over the past three years. 4LEAF's projects include Residential, Commercial, and Industrial. Most recently, 4LEAF is currently performing a review on the Main Street Cupertino Project which includes:

- Main Street Cupertino Encompasses 17.4 Acres
 - 130,000 Square Feet of Retail
 - One Acre European Inspired Public Square
 - 100,000 Square Feet of Class A Office
 - 150-250 Room Hotel
 - 160+ Units of High-end Senior Housing
- Located on Stevens Creek Blvd between Finch Avenue and Tantau Avenue
 - Exceptional Visibility via I-280, Two Interchanges of Wolfe Road and Lawrence



Size: 700,000 sq ft

Valuation: ~\$300 Million

Plan Review: 2-1-2013

Review Completed: April, 2013

Consultant Fee: ~\$200,000

Client Name: City of Cupertino
Project Location: Cupertino, CA
Client Contact: Albert Salvador, P.E., CBO
Client Address: 10300 Torre Ave, CA 95014
Client Phone: (408) 777-3328
Completion Date: April, 2013
Project Cost: ~\$300 Million

Key Personnel

Joseph Nicolas, PE – Review Team
Greg Shriver, PE, CASp – Review Team
Yoseff Abdoud – Review Team
Mike Anderson, PE – Review Team
Stefanie Hionis, PE – Review Team
Melissa Admaniak, PE – Review Team
Abby Obligacion – Review Team



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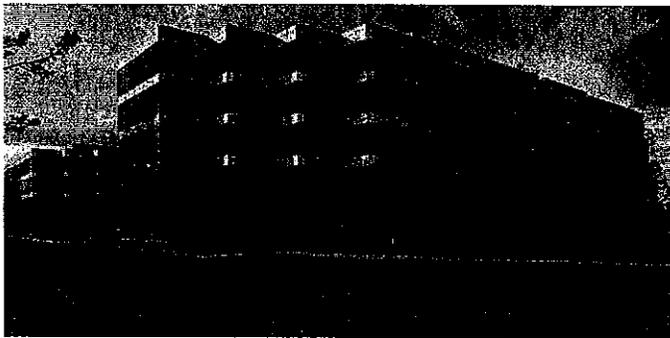
ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK

Plan Review Services - Workday Corporate Campus

City of Pleasanton, CA

4LEAF has been tasked with performing the Plan Review and Inspection Services of the Workday Corporate Campus located in Pleasanton, CA. To date this includes the tenant improvements of 5 five-story buildings totaling approximately 300,000 sq. ft. and will also include a new six story building totaling approximately 450,000 sq. ft. and two parking garages (1 four-story and 1 five-story) which will include approximately 250,000 sq. ft.. Upon completion, the new six-story building will be the tallest building in the City of Pleasanton.

Building Department style plan review to include a Structural review, Building (life-safety) review, Accessibility / ADA review (performed by a Certified Access Specialist), Energy Compliance / Title 24 review, and a Plumbing / Mechanical / Electrical review. All final submitted project documents must be wet stamped and signed by the project's registered engineer(s) or licensed architect(s) per State of California regulations.



Current Buildings – Tenant Improvements



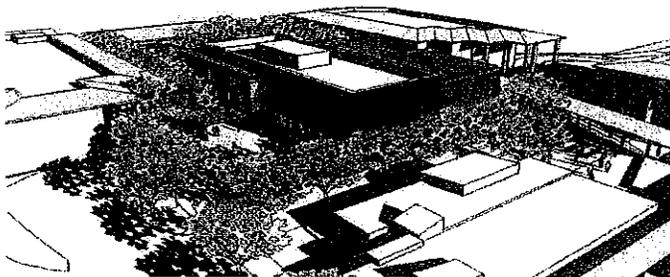
Size: Tenant Improvements - 360,000 Sq ft
Size: New Building + Garages - 700,000 Sq ft

Valuation: \$TBD

TI Plans Received: 2010 – Present
New Structure Received: June, 2014 - TBD

Consultant Fee: \$200,000

Occupancies B and A-3



Project
Shriver –
Client
– Consultant PM

New Campus

Location:
Plan Review
Contact:

Client Address: 200 Old Bernal Avenue
Oakland, CA 94566
Client Phone: (925) 931-5303
Completion Date: TBD

Client Name:
Pleasanton, CA

City of Pleasanton

Greg

George Thomas

Craig Tole



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ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK

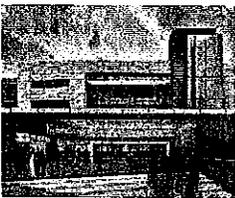
Plan Review Services - Administrative Office of the Courts

San Francisco, CA

4LEAF is currently under contract to perform the architectural, structural, and MEP reviews for projects procured by the Administrative Office of the Courts. To date, 4LEAF has or is currently reviewing three separate projects for the Administrative Offices of the Courts. These building department style plan reviews include a Structural review, building (life-safety) review, accessibility / ADA review (performed by a Certified Access Specialist), energy compliance / title 24 reviews, and a Plumbing / Mechanical / Electrical review. All final submitted project documents must be wet stamped and signed by the project's registered engineer(s) or licensed architect(s) per State of California regulations. **These projects include:**

- Solano County Courthouse
- Yuba City Courthouse
- Hanford Courthouse

Kings County Courthouse, Hanford, CA



The proposed new courthouse, which is slated to begin construction in March 2013, will replace and consolidate five existing facilities. The facility, which will measure approximately 144,460 square feet, will include 12 courtrooms; support space for court administration and public services; a self-help center; improved jury assembly accommodations.

Size: 144,460 Sq ft
Valuation: \$136 Million
Consultant Fee: \$19,000

The project sustainability goal is LEED Silver certification, and the anticipated completion date for the courthouse is March 2015.

Solano County, Old Solano Courthouse Renovation, Fairfield, CA



The proposed new courthouse will be approximately 25,000 square feet and will include the renovation of the original courthouse that was built in 1911.

Size: 25,418 Sq ft
Valuation: \$25 Million
Consultant Fee: \$20,000

Yuba City Courthouse, Yuba City, CA



The proposed new courthouse will be approximately 79,000 square feet and will include seven new court rooms. Construction is scheduled to be completed at the end of 2014.

Size: 78,701 Sq ft
Valuation: \$74 Million
Consultant Fee: \$22,000

Client Name: Administrative Office of the Courts
Project Location: Various
Client Contact: Grant Walker
Client Address: 455 Golden Gate Ave
San Francisco, CA 94102
Client Phone: (415) 865-4200
Project Cost: Separate bid per project

Key Personnel
Joseph Nicolas – Project Manager



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK

Inspection Services - VM Ware, Palo Alto, CA

City of Palo Alto, Building Division

4LEAF provided the inspection services on behalf of the City of Palo Alto for the VMware Campus expansion. This Campus Expansion Project was located at 3431 Hillview at the Stanford Research Park in Palo Alto, California. This project scope included:



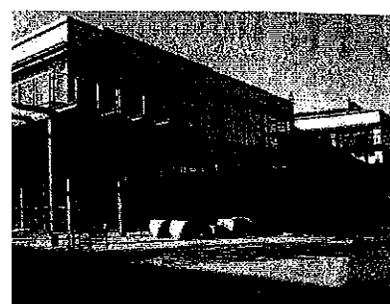
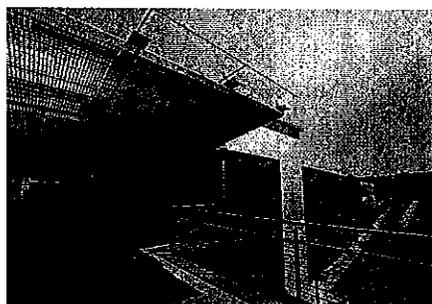
- Construction of an extensive expansion and renovation of the current corporate office campus totaled approximately 800,000 square feet (S.F.) with a construction cost of **\$1.3 Billion**.
- Three (3) parking garage structures for approximately 2,900 stalls.
- LEED Certification
- Four phases of work (Phase 2A, Phase 2B, Phase 3, and Phase 4)

Phase 2A – Included the total renovation gross square footage of Phase 2A at approximately 200,000 S.F. with the construction of a new, three level, stand-alone parking garage structure to accommodate approximately 1,400 cars. This also included complete demolition of the existing building R1 & R1 Shed (a total gross square footage of approximately 88,000 S.F.) & R6 East & West Bldg. & R6 WCS – approximately 135,000 S.F and new site work that included underground utilities and landscaping.

Phase 2B – Included the interior and exterior improvements associated with the existing building labeled HT-E. The total renovation gross square footage of Phase 2B was approximately 220,000 S.F. This phase included but was not limited to structural upgrades on the building due to day-lighting requirement on the west elevation and an atrium building-out within the building.

Phase 3 – Comprised the construction of three (3) new, approximately 85,000 S.F. each, two story office buildings included new site work and landscaping improvements. Phase 3 also included the construction of one (1) new, approximately 15,000 S.F. one-story amenity building for food service/cafeteria. In addition, Phase 3 included the construction of two (2) new, stand-alone parking structures (PG-1 and PG-3) totaling approximately 1,650 cars between the two structures. PG-1 was constructed for approximately 875 cars and PG-3 was constructed for approximately 765 cars.

Phase 4 – Included the construction of the last new two story office building that included new site work and landscaping improvements. This building was approximately 90,000 S.F.



Client Name: City of Palo Alto
Client Reference: Peter Pirnejad, P.E., Director
Client Telephone: Office: (650) 991-8157
Client Address: 285 Hamilton Ave. Palo Alto, CA 94301
Email: Peter.Pirnejad@CityofPaloAlto.org
Project Address: 3431 Hillview, Palo Alto, CA 94304
Completion Date: January, 2014
Project Cost: \$1.3 Billion

Key Personnel
Christopher Fowler – Lead Inspector
Korwyn Peck - Inspector
Nick Buchanan - Inspector
George Hoyt – Accessibility Inspector
Craig Tole – Consultant PM



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT
 BUILDING INSPECTION • PLAN CHECK

Inspection Services - Taube-Koret Campus for Jewish Life, Palo Alto, CA

City of Palo Alto, Building Division

Inspector of Record: 4LEAF

Special Inspection: Construction Testing Services

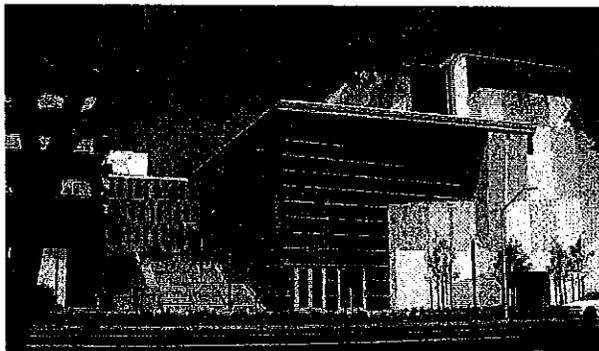
4LEAF Staff performed the entirety of the Inspection Services on this 8.6 Acre \$350 Million project in Palo Alto at the former campus of the Sun Microsystems Corporation at 901 San Antonio Rd. This project consisted of two major components which includes a 193 unit senior residential living complex (298,130 s.f.) and the Oshman Family Jewish Community Center (134,150 s.f.).



This project consisted of 12 separate buildings of podium style design over an at grade garage with a capacity of 628 parking spaces. The buildings will vary in height up to 4 stories with some occupied roofs and will be Type I fire-resistive construction. In addition, the campus will include a children's day care center and preschool, offices for non-profit organizations, a cultural and arts center and a community center.

This project also included ALTAIRE (Bridge Urban Infill Development) Multi-Family Housing. The ALTAIRE multi-family housing development encompasses the northerly 3.5 acres of the former Sun Microsystems campus and shares common entrances with the Taube-Koret Project. This includes 103 two and three story town-homes in 11 separate buildings totaling 144,370 s.f. with a total construction valuation of \$40 Million and will be Type V-1 hour construction.

Bridge Senior Housing is contiguous to the ALTAIRE Project, Bridge Housing Corporation that is building 56 senior residential units in a 50,725 s.f. four story ceiling that encompasses .5 ½ acres. The total valuation of construction is approximately \$10 Million and will use primarily R-1 classifications and is a Type V-1 hour construction.



Client Name: City of Palo Alto
Client Address: 285 Hamilton Avenue, Palo Alto, CA 94301
Client Contact: Peter Pirnejad, P.E., Director
Client Telephone: Office: (650) 991-8157
Project Address: 901 San Antonio Road, Palo Alto, CA 94303
Completion Date: August 2010
Project Cost: \$350 Million Dollars
Contractor: Webcor

Key Personnel
George Hoyt – Lead Inspector
Vern Sanders – Inspector
Craig Tole – Consultant PM
Vickie Detloff - Inspector
Kim Blackseth - CASp



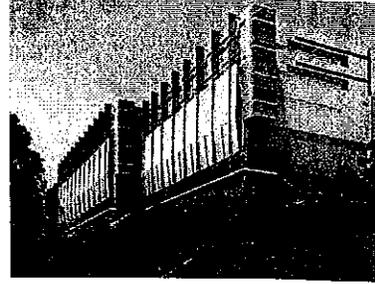
4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK

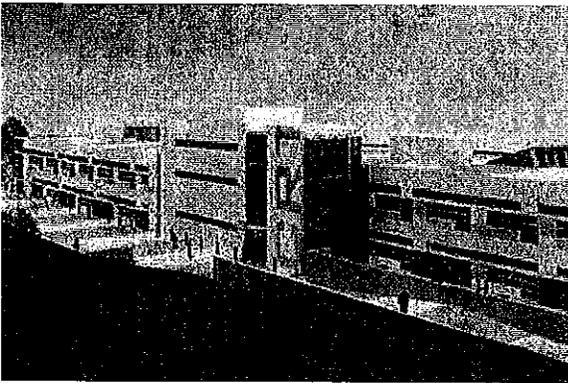
Inspector of Record Services

Lawrence Berkeley National Laboratory, Berkeley CA

Description: 4LEAF is currently performing Inspector of Record (IOR) services for the Lawrence Berkeley National Laboratory Computational Research and Theory Building. Construction began at the beginning of 2012. The University is constructing the new Computational Research and Theory (CRT) Building which will provide new opportunities for research collaborations with campus investigators. The CRT Building is a \$140 M research facility that will provide a 32,000 square foot computer floor that could support a variety of computing systems, including high performance computers, research clusters, and advanced data storage systems.



The building will also provide office space for over 300 people and many high tech conference, seminar, meeting, and visualization lab rooms. The CRT will be designed to have flexible space for multidisciplinary computing science and computational science research teams such as those envisioned for the Berkeley CSE program.



The CRT facility will be on the forefront of high-performance supercomputing research. It is being constructed on University of California land adjacent to the UC Berkeley campus on Cyclotron Road. Key research areas expected to benefit from the CRT Facility include global climate change research, fusion energy research, biological and environmental research, basic energy science, and astrophysics.

Client Name: Lawrence Berkeley National Laboratory
Project Location: UC, Berkeley
Client Contact: Jack Heffernan
Client Address: 1936 University Ave
Berkeley CA 94704
Phone: (510) 486-5993
Completion Date: September, 2015
Project Cost: ~\$140 Million

Key Personnel
Rory Shortreed – IOR
Patrick Gunning – IOR
Gene Barry, P.E. – Consultant PM

**4LEAF, INC.**ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK**Estimate: Project Inspection and Plan Review Services for PG&E Facility**

DATE: 04/07/15
 PROPOSAL No.: P2706
 CLIENT: City of Winters
 PROJECT: PG&E Gas Operations Technical Training Center
 LOCATION: Winters, CA

ITEM: I ONSITE INSPECTIONS	4LEAF STAFF	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
Plan Review	Greg Shriver, P.E.	15 Day Turn-Around	Lump Sum	\$33,574
Building Inspection	Patrick Gunning	1,684	\$97	\$163,348
CASp Inspection	Mike Anderson	32	\$150	\$4,800
<i>Preliminary Sub-Total of Services provided by 4LEAF</i>				\$201,722

<i>Preliminary Estimated Fees</i>	\$201,722
<i>Project Management & Administration 3%</i>	\$6,052
<i>Total Preliminary Estimated Fees</i>	\$207,774

Estimate is for Plan Review and Inspection Services for the PG&E Gas Operations Technical Training Center

Estimate is derived from the details provided in the Request for Proposal published by the City of Winters (Due 4/7/15)

4LEAF is not responsible for any design or contractor delays. Should the project go beyond the published construction schedule, 4LEAF will require additional Funds.

This is a straight time estimate. 4LEAF will bill 1.5 X the hourly rate for Overtime work, upon request

Please review 4LEAF's Fee Schedule for other rates and terms and conditions



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Resolution 2015-25 Approving a Contract with NBS

RECOMMENDATION:

Approve Resolution 2015-25 A Resolution of the City Council of the City of Winters approving a Contract with NBS for updating the Water Rate Study adopted in October 2013, to set rates determined by a 25% reduction in usage since 2013 and to adopt a single tier rate structure, and authorize the City Manager to execute the contract.

BACKGROUND:

In October 2013, the City Council adopted Resolution 2013-24 approving water and sewer rates for 5 years. Since that time, California has suffered from a drought that is significantly impacting the water available throughout the state. Governor Brown and the Water Resources Board have adopted a policy requiring a 25% reduction in water use throughout the state.

The reduction in water use will have an impact on the revenue collected to operate the water system. Most costs of the system are fixed in nature, such as permit fees, employee wages and benefits, and debt service payments. These costs will not be affected by a reduction in water production. Those few costs that are based on the amount of water produced, such as electricity and chemicals for the wells should decrease as less water is pumped from the wells, however, this reduction in expenditures will not be close to the expected reduction in revenues.

Additionally, our current rate structure includes tiered rates, which were implemented to encourage conservation. Based on a current court case, *Capistrano Taxpayers Association v. City of San Juan Capistrano*, tiered rates are not allowed unless you can clearly prove that the extra production of water costs more than the amount produced for lower users. Staff feels that to be proactive, we should adjust our rates to a single tier.

Staff has contacted Greg Clumpner of NBS, who prepared our last rate study and received a quote of not to exceed \$9,200 to review and revise the rate plan based on a single tier, and based on a 25% reduction in water use.

FISCAL IMPACT:

\$9,200 in additional consultant costs for 14-15 into 15-16 for the updating of the study, providing information for issuing Prop 218 schedules, with the intent to implement the changed rates in September 2015 for water usage in September 2015.

ATTACHMENTS:

Resolution 2015-25

Scope of Work, budget and schedule submitted by NBS

Consultant Contract with NBS

RESOLUTION 2015-25

**RESOLUITON OF THE CITY COUNCIL OF THE CITY OF
WINTERS APPROVING AN WITH NBS FOR WATER RATE
ANALYSIS**

WHEREAS, the City finds it prudent to prepare an updated rate structure for the water system given the current drought and the required 25% reduction in water use as ordered by Governor Brown; and

WHEREAS, the City currently has a tiered billing system, and the Court of Appeals has determined that conservation alone is not a valid reason for tiered rates; and

WHEREAS, NBS has submitted a proposal to provide consulting services to review and revise the rate model for the City of Winters water systems;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters hereby approves the contract with NBS in the amount not to exceed \$9,200 to prepare a revised rate model for implementation of adjusted water rates, and authorizes the City Manager to execute such contract.

PASSED AND ADOPTED by the City Council, City of Winters, this 16th day of June 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____

THIS AGREEMENT is made at Winters, California, as of **June 16, 2015** by and between the City of Winters ("the CITY") and NBS (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated **May 28, 2015**. Consultant shall provide said services at the time, place, and in the manner specified by the **City of Winters** and Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed **Nine thousand two hundred dollars(\$9,200.00)**, without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Shelly Gunby

From: Greg Clumpner <gclumpner@nbsgov.com>
Sent: Thursday, May 28, 2015 12:33 PM
To: Shelly Gunby
Subject: Proposal for Revising Water Rates

Hi, Shelly – Based on our conversation yesterday, I'm providing the following scope of work, budget and schedule for completing an update to your water rates.

Objective of the Analysis: Revise water rates to accommodate the 25% mandatory conservation, uniform (single tier) volumetric rates, and provide appropriate Prop 218 tables the City will need to re-issue the Prop 218 notice.

Key Assumptions:

- NBS will not be updating budget projections or water consumption records.
- We will modify the existing rate model and revise the analysis to accommodate the 25% mandated conservation and a uniform (single) tiered volumetric rates.
- NBS will summarize the results in a technical memorandum that references the previous study report and documents key tables from the rate model.
- I'll attend one council meeting (optional – please feel free to remove if you don't feel it's necessary).

Scope of Work:

1. Revise the rate model:
 - a. Evaluate water conservation impacts on volumetric rates by revising projected consumption data.
 - b. Re-design volumetric rates to reflect a uniform vs. tiered rate structure based on the existing % of rate revenue collected from fixed vs. volumetric charges.
 - c. Create an alternative rate design with a different % of rate revenue collected from fixed vs. volumetric charges. We will discuss with City Staff the pros and cons of changing percentage of rate revenue collected from fixed vs. volumetric rates, but the intent would be to improve the rate structure and revenue stability.
2. Provide customer bill comparisons for two alternatives:
 - a. Uniform rates with the current % of revenue collected from fixed/volumetric charges.
 - b. Uniform rates with a revised % of revenue collected from fixed/volumetric charges (most likely a higher % from fixed to improve revenue stability).
3. Prepare a draft technical memo addressing the reasons why the revised rates are needed, the methodology, results, recommendations, and will include the tables needed for the Prop 218 notice. After receiving City comments, NBS will revise and provide a final TM.
4. Provide an overview and summary of the proposed revised rates at a City Council meeting (optional).

Study Budget:

- \$8,500 for the above scope of work.
- \$8,000 if the council meeting is eliminated.
- \$9,200 if Kim Boehler from our Southern California office needs to attend (only if I'm unavailable).

Schedule:

- Council approval of study budget on June 16th.
- Complete a draft TM with results by Friday June 26th.
- Final TM within 3 business days of receiving comments back from City staff.
- Council meeting July 7th. My attendance will depend on my previous commitments (i.e., if I'm already committed to another client meeting that day, we can either eliminate NBS' attendance or have Kim Boehler from our Temecula office attend, but that would involve the additional travel costs and labor time noted above.)
- Implementation on September 1st Council meeting (after 45+ days of Prop 218 noticing period).
- New rates would be applied to September customer monthly bills.

Let me know if this approach meets your needs or if you'd like any further changes.

Best Regards,

GREG CLUMPNER

director

800.676.7516 | gclumpner@nbsgov.com

530.297.5856 (cell)



helping communities fund tomorrow

With offices in Davis, Irvine, San Francisco and Temecula, NBS provides:

- + *Formation of Special Tax, Fee and Assessment Districts*
- + *Special Tax, Fee, and Assessment District Administration*
- + *User Fee and Development Impact Fee Studies*
- + *Utility Rate Studies*
- + *Proposition 218 Consulting*
- + *Cost Allocation Plans*
- + *Fiscal Impact Analyses*

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2015-26 Approving an Agreement with GovPayNet

RECOMMENDATION:

Approve Resolution 2015-26 A Resolution of the City Council of the City of Winters approving an Agreement with GovPayNet for the processing of Credit Card Payments and authorizing City Manager John W. Donlevy to execute the Agreement.

BACKGROUND:

The City of Winters currently accepts cash and checks only for the payment of City Services. The public has requested that we consider the possibility of accepting credit cards for the services the City provides, utility bills, recreation fees, building permits and other miscellaneous fees.

One consideration that impacts our ability to accept credit cards is the cost of credit card services. Typically for the merchant (The City of Winters) there is a monthly fee and a percentage of each transaction is collected by the credit card company from the merchant. Attempting to budget for those fees is a difficult process due to the fact that we don't know who or for what services the credit card purchases would be made. Additionally, staff would be responsible for recovering any "chargebacks" from improper acceptance of credit cards, and dealing with consumer disputes when the customer has issues with charges on their credit cards.

GovPayNet is a system set up for Governmental Agencies, in which GovPayNet is the merchant in the agreement as presented. The system is set up so that the cardholder pays the fees for the convenience of using their credit card directly to GovPayNet, therefore, no fees would be assessed to the City of Winters for the use of credit cards. There are no operating costs to the City, all equipment is provided free of charge from GovPayNet to the City of Winters. Citizens can pay any bill in one of three (3) ways, (1) in person by sliding their card, similar to what they would do

at the grocery store, (2) online at GovPayNet, and (3) over the phone.

The fee to be charged the customer would be fully disclosed at the time of the payment, and the customer must acknowledge and agree to pay the fee before the transaction will be finalized, so should the customer not wish to pay the fee, they can cancel the transaction once the fee is calculated and pay by cash or check instead of the credit cards. All funds are guaranteed by GovPayNet, and all potential reversals, chargebacks, re-presentments and consumer disputes are handled by GovPayNet, as they are the merchant in all transactions. Funds will be available to the City of Winters the next banking day, direct deposited into our bank account, and staff would receive an email after each charge that applies to City Fees, as well as a daily report showing total payments for the day along with all information needed to properly apply the payments to the various utility, building fee and recreation fee accounts.

Credit cards that can be used with the GovPayNet system include Mastercard, Visa, American Express, Discover card, debit cards and prepaid debit/credit cards. Providing extreme flexibility for the customer in paying their bills.

Staff has talked with the finance personnel in the City of Portola and Plumas County, both of which have been using the GovPayNet system successfully for over 2 years. Both jurisdictions are extremely happy using the system, and in the case of Portola, the past due utility bills have declined with the customer's ability to pay with a credit card.

Staff would look into a new cash register/computer for the counter in Finance and at the Police and Fire Station so that customers can swipe their cards themselves, therefore never relinquishing their credit card to staff, providing an additional level of security for the use of the credit card.

Implementation takes approximately 2-3 weeks depending on the detail staff determines is necessary in setting up the various locations and accounting information, this time period includes the training of staff in accepting the cards at the counter at City Hall and the Police/Fire Station.

City Attorney Ethan Walsh has reviewed the attached agreement for GovPayNet and approved submission to the City Council for

FISCAL IMPACT:

Purchase of 2 new computer/cash registers for ease of implementing the program.

ATTACHMENTS:

Resolution 2015-26

Contract with GovPayNet

RESOLUTION 2015-26

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS APPROVING AN AGREEMENT WITH GOVPAYNET
FOR THE PROCESSING OF CREDIT CARD CHARGES**

WHEREAS, the City has received numerous requests by it's citizens to provide for alternative forms of payment for City Services other than Cash and Check; and

WHEREAS, the City has received a proposal from GovPayNet for the ability for the City of Winters to accept credit cards for the payment of City Services; and

WHEREAS, GovPayNet provides a means of allowing the City of Winters to accept credit card payment for City Service at no cost or risk to the City of Winters;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters hereby approves the agreement with GovPayNet for the acceptance of credit cards for payment for City Services, and further, authorizes the City Manager to execute the agreement for said services.

PASSED AND ADOPTED by the City Council, City of Winters, this 16th day of June 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

PARTICIPATION AGREEMENT

Name: <u>City of Winters</u>	Government Payment Service, Inc. ("GPS")
Address 1: <u>318 First St</u>	7102 Lakeview Parkway West Drive
Address 2: _____	Indianapolis, Indiana 46268
Address 3: _____	Phone: (866) 564-0169
City: <u>Winters</u>	Facsimile: (888) 665-4755
State: <u>CA</u> ZIP: <u>95694</u>	Email: <u>accountservices@govpaynet.com</u>

1. Services. The above-named entity ("Participant") authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems for the payment types specified in this Participation Agreement ("Agreement"). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS' expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for five years, automatically renewing for additional one year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days written notice to GPS; (ii) by GPS upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. GPS shall not charge Participant for services. GPS shall collect all service fees from cardholders as its sole compensation. All service fees are non-refundable. GPS may modify service fees at its sole option, providing Participant with 30 days' advance written notice. Service fees are as described in Attachment(s) _____ to this Agreement.

4. Chargebacks. Participant shall have no liability for chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS, for asserting any challenges to chargeback claims, and for any resulting chargeback liability. All payments will be

considered no longer subject to chargeback 12 months after their authorization date.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with PCI DSS v3.0, requirement 12.9, will maintain proper security and responsibility for cardholder data while it is in GPS's possession, all at GPS' sole cost.

5.1. IF PARTICIPANT IS A BAIL BONDSMAN: Participant is duly licensed to provide its services in the jurisdiction(s) in which it operates and shall take all necessary actions to keep such license(s) current and in full force and effect. Participant, upon GPS request, shall provide GPS with current copies of such license(s). Participant shall only use GPS services for the collection of customer fees payable to Participant, not for the posting of cash sureties.

6. Indemnification and Disclaimers. GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS' performance under this Agreement. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDERR DATA ON SYSTEMS OTHER**

THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.

7. Independent Contractor. GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. GPS shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

9.1. FOR PURPOSES OF SERVICE CHANGES:

Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on

Participant's behalf (per the fees in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *GovSwipe*[®], etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or, if Participant is a government entity and using appropriate means, (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to accountservices@govpaynet.com).

10. GovSwipe. GPS will provide Participants who select *GovSwipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *GovSwipe* are designed to communicate cardholder data to GPS through

Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via GovSwipe and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS's expense and by such method as GPS specifies.

11. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or

City of Winters
(PARTICIPANT)

Signature
John W. Donlevy, JR City Manager
Printed Name & Title

Date

telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state of Indiana. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

12. Completeness and Execution. This Agreement is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or .pdf counterparts to this Agreement shall be deemed as valid as originals.

GOVERNMENT PAYMENT SERVICE, INC.

Mark E. MacKenzie
President & Chief Executive Officer

Date





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager. *JD*
FROM: *SG* Sergio Gutierrez, Chief of Police and *Shelly* Shelly Gunby, Director of Finance
SUBJECT: FY 15/16 Budget Adjustment to Purchase of Two Police Vehicles

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2015-29, amending the 2015-2016 Budget for the purchase of two new police patrol vehicles 2015 and 2016 Chevrolet Tahoe Police Pursuit Vehicles for the amount of \$68,774.45 and for additional equipment in the amount of \$32,467.68.

BACKGROUND:

In prior years, the Winters Police Department has used Ford Crown Victoria Police Interceptor Vehicles [Crown Vic]. These vehicles are no longer manufactured or available. The department's current fleet is aging, manufacturer warranties have expired, and maintenance costs are increasing. Over the years, the patrol vehicles have experienced overheating, heater core replacement, transmission problems, and paint damage from flaking.

Staff has been able to sustain the patrol vehicles with the department vehicle maintenance/repair budget over the past years. The two oldest patrol vehicles have totaled approximately \$6,100 in actual repairs, which did not include routine maintenance or service. Other patrol vehicles in the fleet have had similar mechanical problems that are requiring costly repairs. There have been times where the patrol vehicles have overheated or stalled while on patrol, requiring the vehicle to be towed back to the police department or repair shop, then requiring the officer to transfer into another vehicle.

This is a major concern which has the potential risk of inhibiting an officer from being able to respond to calls in a timely manner, especially emergency calls for service.

The last two patrol vehicles purchased were in 2013 and 2008. The oldest patrol vehicle in the fleet is a 2005 with 86,000 miles. Generally, the department would purchase one to two vehicles per year to replace the five [5] year old or older vehicle(s), depending on department's needs, which was part of the vehicle replacement plan. However, due to the

recession starting 2009, the department did not purchase a replacement police patrol vehicle, until 2013

In 2013, the department was authorized to purchase one police patrol vehicle, which was the 2014 Chevrolet Tahoe – Police Pursuit Vehicle [PPV]. At that time the State of California had awarded the State contract bid to Winner Chevrolet for the Tahoe PPVs.

In researching police vehicles, other alternative for sedans, such as the Dodge Charger, the Ford Interceptor, and the Chevrolet Caprice, were determined to be too small once outfitted with equipment, lacking both interior and trunk space.

Currently, Winters police vehicles are equipped with a variety of police equipment and tools in order to address a wide variety of call types, as opposed to larger agencies that have support personnel to respond with the necessary equipment. The cargo space in the Tahoes offers more than adequate space for storage.

The interior area also affords more space for officers to safely and effectively operate the vehicle and electronic police equipment, such as computers, radios, consoles, gun racks, radar units, etc. Another benefit to the Tahoe is the officers' ability to safely exit and reduce risks of lower back injury due to the equipment they typically carry on their person.

Staff obtained a quote for two [2] Chevrolet Tahoes at the purchase price of \$34,287.23 per vehicle. The total cost for both vehicles is \$68,774.45. This was compared to the Ford Interceptor SUV model which was awarded the State of California contract for police vehicles at approximately \$32,466.80. Therefore, the models are very comparable in cost.

Staff also obtained a quote for the equipment that included lighting, radios, wiring, cage, consoles, and installation for two vehicles. The equipment cost is \$32,467.68. Staff will reuse equipment from the two older vehicles and have the installer transfer them to the two new vehicles, which is approximately \$30,000 in savings.

Staff intends to purchase one vehicle during the first half of FY 15/16 and the other vehicle in the second half of FY 15/16. Staff anticipates a small increase in the purchase cost of a 2016 Chevrolet Tahoe and equipment. Therefore, staff recommends a 10% contingency to cover any potential increase in costs.

Staff will remove the two older patrol vehicles from service.

FISCAL IMPACT:

Fund 427-Equipment Replacement Fund \$75,651.90

Fund 251-Traffic Safety Fund \$35,714.44

Quantity	Description	Unit Cost	Total Cost
2	2015 Chevrolet Tahoe PPV	\$34,287.23	\$68,774.45
2	Police Equipment + Installation	\$16,233.84	\$32,467.68
	Contingency	10%	\$10,124.21
			\$111,366.34

ATTACHMENTS:

Quotes from Folsom Chevrolet and Lehr Auto Electric



Quotation

Folsom Chevrolet
 12655 Auto Mall Circle
 Folsom CA, 95630
 Phone (916) 605-2122 Fax (916) 605-5727

DATE 5/18/2015
 Quotation # /
 Customer ID CITY OF WINTERS

Quotation For:

Quotation valid until: 5/28/2015
 Prepared by: Tom Weaver

Instructions:
 Enter a T in each row that should be
 taxed. (Note: This box won't print.)

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B.	POINT	TERMS
TOM		ASAP				1

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
2	2016 CHEVY TAHOES	\$31,980	T	\$ 63,960.00
2	TIRE TAX	8.75		17.60
	EQUIPED AS YOLO COUNTY S.O.			
	2 YEARS /24000 FREE MAINTANCE	N/C		N/C

2ND QUOTE

	\$ 31,495.76
TAX RATE	7.50%
SALES TAX	4,797.00
OTHER	-
TOTAL	\$ 68,774.45

If you have any questions concerning this quotation,
 Contact Tom Weaver (916) 605-2122, E-mail: tom.weaver@folsomchevy.com

THANK YOU FOR YOUR BUSINESS!

FOLSOM CHEVROLET
12855 AUTO MALL CIR
FOLSOM, CA 95630
Phone: 916-985-5600
Fax: 916-985-5616

Model Year: 2015
Make: Chevrolet
Model: Tahoe
CC15706-2WD
PEG: 1FL-Commercial / Fleet Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H0U-Cloth, Jet Black, Interior Trim
Engine: L83-Engine: 5.3L, V-8, SIDI, Active Fuel Mgt
Transmission: MYC-6-Speed Automatic

Event Code: 5000-Delivered to Dealer
Order #: SDXS5R
MSRP: \$42,835.00
Order Type: FBC-Fleet Political Subdivision
Stock #: 50777P
Inventory Status: N/A

Additional Vehicle Information

Chargeable Options	MSRP
5HP-Single Key System, 6 Spare Keys	\$40.00
6C7-Passenger Dome Light	\$170.00
6E2-Fleet Common Keys System (SEO)	\$25.00
6J4-Wiring - Horn/Siren Circuit	\$41.00
6N5-Rear Window Switches, Inoperative	\$57.00
6N6-Rear Door Locks, Inoperative	\$59.00
7X7-Spotlamps, Left and Right Hand	\$820.00
9C1-Police Pursuit Package	-\$4,735.00
9G8-Daytime Running/Headlamp Control Delete (SEO)	\$10.00
AMF-Remote Keyless Entry Package, Police/Special Svc Unit	\$75.00
AVF-2015IMY Interim Program Processing Code	\$0.00
BTV-Remote Engine Starting Pkg	\$190.00
UT7-Ground Studs, Auxillary, Rear Compartment	\$88.00
UTQ-Content Theft Alarm Disable	\$10.00
V76-Recovery Hooks	\$50.00
VQ2-Holdback N/A, Dealer Fleet Assistance	\$0.00
VV4-Mobile Internet Connectivity	\$0.00

No Cost Options

5T5-Seat Trim Override, Front Cloth/Rear Vinyl (SEO)
9U3-Cloth Seat Trim Override (SEO)
L83-Engine: 5.3L, V-8, SIDI, Active Fuel Mgt
MYC-6-Speed Automatic
YF5-California Emissions

1FL-Commercial / Fleet Preferred Equipment Group

AG2-Seat Adjuster, Front Passenger, Power

AT6-Seats, 2nd Row 60/40 Bench, Manual Configurable

AU3-Power Door Locks

AZ3-Uplevel Bench Seats

BVE-Assist Steps

C5U-GVW Rating 6800 Lbs

CJ4-Climate Control, Electronic - Multi-zone

FHS-E85 Flex Fuel Capable

GAZ-Summit White

H0U-Cloth, Jet Black, Interior Trim

K34-Cruise Control

K4B-Battery, Auxillary, 730 CCA

KI4-110 Volt Electrical Receptacle, in Cab

KW7-Alternator, 170 AMP

NZZ-Underbody Shield

RAP-Wheels - 17 x 8, Steel

SAF-Spare Tire Lock

TG5-Compact Disc and MP3 Player

UD7-Rear Parking Assist Sensors

UN9-Grounding Straps

UQ3-Speaker System

UVC-Rear View Camera System

VPV-Hdly Charge Arlgtm Assm To Kerr Ind. Rtn to Arlg Assm

Z82-Trailer Package

AG1-Power Seat Adjuster (Driver's Side)

AQQ-Keyless Remote Entry

ATD-Seat Delete: Third Row

AY0-Airbags- Head Curtain, Side Impact

BG9-Floor Covering: Rubberized Vinyl, Black

C49-Defogger, Rear Window, Electric

CE1-Wipers, Front intermittent, Rainsense

DL8-Mirrors, O/S, Power, Heated

G80-Locking Differential, Rear

GU4-Rear Axle 3.08 Ratio

IO3-Base Radio, 4.2" Color Screen, w/ USB Port

K47-Air Cleaner, High Capacity

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

N33-Steering Column: Manual Tilt

QAR-TIRE ALL P265/60R17 SL 108V BW AL3

RM7-Wheel, Spare, 17 x 8, Steel

TB4-Rear Lift Gate, Manual

U2J-SiriusXM Satellite Radio, Delete

UE1-OnStar Communication System

UPF-Bluetooth for Phone

UTJ-Theft Protection System, Unauthorized Entry

VK3-License Plate Front Mounting Hardware

YK6-SEO Processing Option

ZY1-Paint, Solid

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

The information provided in this summary is accurate. Please refer to actual vehicle invoice. However, we do not warrant the accuracy of the information provided in this summary. We will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



Vehicle Locator

Dealer Information

FOLSOM CHEVROLET
 12655 AUTO MALL CIR
 FOLSOM, CA 95630
 Phone: 916-985-5600
 Fax: 916-985-5616

Vehicle Information

Model Year: 2015	Event Code: 5000-Delivered to Dealer
Make: Chevrolet	Order #: SDXS5R
Model: Tahoe	MSRP: \$42,835.00
CC15706-2WD	
PEG: 1FL-Commercial / Fleet Preferred Equipment Group	Order Type: FBC-Fleet Political Subdivision
Primary Color: GAZ-Summit White	Stock #: 50777P
Trim: H0U-Cloth, Jet Black, Interior Trim	Inventory Status: N/A
Engine: L83-Engine: 5.3L, V-8, SIDI, Active Fuel Mgt	
Transmission: MYC-6-Speed Automatic	

Additional Vehicle Information

Chargeable Options

	MSRP
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 YK6-SEO Processing Option

 ZY1-Paint, Solid

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4707 Northgate Blvd.
 Sacramento, CA. 95834
 Parts Dept. 916-646-6626
 Service Dept 916-646-6636
 Fax 916-646-6656

** QUOTATION **
 *** DUPLICATE ***
 Ord # 01 37262
 P/O #

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Lin	Qty	Part Number	S Description	Wt. Each	Net	Value
001	1	WH IW2RRBB	F LIBERTY II 54"		1750.0000	1750.00
002	1	WH STPKT93	F STRAP KIT			
003	1	WH CCSRNTA3	F CENCOM SAFFIRE		625.0000	625.00
004	1	WH SA315P	F SIREN SPEAKER		224.7000	224.70
005	1	WH SAK55	F SPEAKER BRACKET		25.9000	25.90
006	1	WH VTX609R	F VERTEX RED		92.4000	92.40
007	1	WH VTX609B	F VERTEX BLUE		92.4000	92.40
008	1	WH TAM83	F TAM83 8 X TIR3		614.6000	614.60
009	1	WH DBKT4	F MOUNTING BRKT		16.4500	16.45
010	1	WH M4BC	F M4 BLUE/CLEAR		128.8000	128.80
011	1	WH M4RC	F M4 RED/CLEAR		128.8000	128.80
012	1	WH M4CT15B	F FOG LIGHT MOUNT		48.3000	48.30
013	1	WH MBCT15RB	F MIRROR BEAMS		270.9000	270.90
014	1	SO ETHTAHO-07	F HEADLIGHT FLASH		68.9000	68.90
015	1	A2 14.0553	F 3 ACC P/S		22.1300	22.13
016	1	SL 22051	F DC CHARGE CORD		10.8200	10.82
017	1	SL 22052	F CHARGE SLV		10.0500	10.05
018	1	UN 6703-0104	F 2WIRE HANDLE AS		43.3400	43.34
019	1	WH P46FLC	F PAR46 LED FLOOD		177.8000	177.80
020	1	WH P46SLC	F PAR46 LED SPOT		177.8000	177.80
021	2	RD NMO-K-DS	F COAX CABLE		18.9900	37.98
023	1	SE PK0369TAH15SCA	8VS-RP TAHOE		599.2000	599.20
024	1	SE BK2019TAH15	PB450L4 ION		703.4100	703.41
025	1	SE DK0598TAH15	DOOR PANELS		127.2000	127.20
026	1	SE WK0514TAH15	WINDOW BARRIERS		167.2000	167.20
028	1	LG CT5503LS	TAHOE SEAT LEX		1169.0000	1169.00
029	1	PG D3805	TRUNK ORGANIZER	17.00	192.0000	192.00
030	1	PG AOI0001	AIR BAG SWITCH		226.4000	226.40
033	1	GJ 7160-0548-03	TAHOE CONSOLE		540.0000	540.00
Part Ordered: ## 7160-054803						
034	1	GJ 7160-0528	F 3" FACE PLATE		24.8000	24.80
035	1	HS C-EB40-CCS-1P	F FACE PLATE 1 PC		26.0400	26.04
036	1	GJ 7160-0538	F 3" FACE PLATE		24.8000	24.80
037	1	GJ 3130-0153	F 1 FILLER PANEL		4.8000	4.80
038	1	GJ 3130-0152	F 1/2 BLANK FILLER		4.8000	4.80
039	1	GJ 7160-0220	F 9" ARM W/TILT		248.0000	248.00
040	1	GJ 7160-0494	F TAB DISPA MNT		88.0000	88.00
041	1	GJ 7160-0498	KB TRAY MNT		148.0000	148.00
042	1	GJ 7160-0486-02	TABCRUZER		538.8000	538.80

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER FEES	TAX
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WWW.LEHRAUTO.COM SALES@LEHRAUTO.COM

RCVD. BY: _____	PAY THIS AMOUNT \$ _____
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CONTINUED



4707 Northgate Blvd.
 Sacramento, CA 95834
 Parts Dept. 916-646-6626
 Service Dept 916-646-6636
 Fax 916-646-6656

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 WINTERS CA 95694

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Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
043	1	GJ 11634	F G1 POWER SUPPLY		104.0000	104.00
045	1	PP 01-0215	TAHOE HARNESS		625.0000	625.00
046	1	NV XSLULTRAB	F ULTRA BLUE		52.5000	52.50
		Part Ordered: ## SLULTRAB				
047	1	NV XSLULTRAR	F SLULTRA LED RED		52.5000	52.50
		Part Ordered: ## SLULTRAR				
048	2	NV SLULTRABK	F BLACK BEZEL		5.6600	11.32
049	1	RD SMW-301-3A3A2C	ANTENNA		135.0000	135.00
050	1	LE PKILLMAG	F SIREN PARK KILL		42.0000	42.00
051	1	MS INSTALL	INSTALL PKG		40.0000	40.00
052	1	RD PM1500	F PM1500 RADIO		1499.0000	1499.00
053	1	LA I	INSTALLATION		40.0000	40.00
		labor to program radio				
054	1	RD QWFT120	F ANTENNA WHIP		19.0000	19.00
055	1	NA 782-1635	F POWER SCKT		10.4100	10.41
056	1	HS C-MCB	F MICLIP BRACKET		11.7600	11.76
057	1	HS C-MC	F CON, ACSY, MICLIP		9.2400	9.24
058	1	LA I	INSTALLATION		3050.0000	3050.00

COMPUTER G1 PANASONIC TOUHPAD BELOW

55	15101.25				1132.59
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	TAX
RCVD BY: _____					PAY THIS AMOUNT \$ 16233.84

WWW.LEHRAUTO.COM SALES@LEHRAUTO.COM

RESOLUTION 2015-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING THE CITY OF WINTERS 2015-2016 ADOPTED OPERATING
BUDGET**

WHEREAS, On June 17, 2014 the City Council of the City of Winters adopted operating budget for Fiscal Year 2014-2015 and 2015-2016; and

WHEREAS, expenditures for items not included in the budget are required;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2014-2015 be amended as follows:

Section 1: Increase budgeted expenditures in the following funds and accounts for fiscal year 2015-2016:

a. 427-57611-210	\$75,651.90
b. 251-57611-210	\$35,714.44

PASSED AND ADOPTED by the City Council, City of Winters, this 16th day of June 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : June 16, 2015

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

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

SUBJECT: Planning Commission Appointment

RECOMMENDATION:

Staff respectfully recommends that the City Council receive the Planning Commission Interview and Selection Committee's recommendation of the reappointment of Bill Biasi and Patrick Riley to new terms and the new appointment of Frank Neal to fill the vacancy due to Luis Reyes term ending and choosing to not reapply.

BACKGROUND:

At the April 21, 2015 Council Meeting, Council recommended the selection committee bring forth to Council the names of the top three applicants for the three open slots due to terms ending July 1, 2015.

The City Clerk's office placed notices in the Winters Express and the City of Winters website to advise the public of this opening/vacancy.

Following the advertising for the Planning Commission vacancy, the Interview and Selection Committee consisting of Council Member Cowan and Council Member Neu reviewed the Applications of Interest submitted, held interviews, and are coming before Council tonight with their recommendation. The top three candidates selected are those names submitted above.

Applications of Interest were submitted by Bill Biasi, Edmund Lis, Frank Neal, Patrick Riley and Sally Brown. All applicants have been notified of this recommendation.

FISCAL IMPACT:

None



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Nanci G. Mills, Director of Administrative Services *Nanci*
SUBJECT: Part Time Sick Leave – In Order to Comply with the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522)

RECOMMENDATION:

Staff is recommending that the City Council Adopt the Part Time Sick Leave Policy in order to comply with the Health Workplaces, Healthy Families Act of 2014 (AB 1522).

BACKGROUND:

AB 1522 went into effect on January 1, 2015 requiring the City to provide paid sick leave benefits to all full and part-time employees beginning July 1, 2015. The main provisions of the law include the following:

- An employee who, on or after July 1, 2015, works in California for 30 or more days within a year, from beginning of employment, is entitled to paid sick leave.
- Eligibility to receive paid sick leave eligibility begins ON THE FIRST DAY OF EMPLOYMENT OR July 1, 2015, whichever is later, and the employee can use paid sick leave after 90 days of employment and having actually worked 30 days.
- An employer can establish an annual paid sick leave bank for an employee to use in one year by giving the employee 24 hours or three (3) days of paid sick leave.
- Employees may use sick leave for the following purposes:
 - a) Diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee, an employee's family member (includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent); or
 - b) For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230 (c) and Labor Code Section 230.1(a).

Staff is recommending that the current paid sick leave benefit amounts for full-time benefitted employees remain unchanged since they already meet the requirements of AB 1522 and that the City Council adopt this policy that would provide paid sick leave benefits

to others who don't currently qualify for paid sick leave benefits (i.e. part-time/seasonal/intermittent employees) in order to comply with the mandatory requirements of AB 1522. Specifically, it is recommended that the paid sick leave policy for part-time/seasonal/intermittent employees to be limited to 24 hours or 3 days of paid sick leave per year for each employee, that the annual paid sick leave allotment be given at the beginning of each fiscal year or upon date of eligibility (after date of hire) to be used throughout the year, and that the paid sick leave not be allowed to accrue or carry over any to the following fiscal year or be paid out at employment separation.

FISCAL IMPACT:

The financial impact of this proposed action has an approximate payroll liability of \$13937.74, depending on actual paid sick leave hours used by part-time/seasonal/intermittent employees.



MINIMUM PAID SICK TIME

I.

Purpose and Scope

A. Purpose

In accordance with the Healthy Workplaces/Healthy Families Act of 2014, The City of Winters recognizes that employees will need days off from work from time to time to address their medical needs. This document establishes the policies and procedures the City of Winters shall adhere to with regards to paid sick time in accordance with California Labor Code section 245 *et seq.*

B. Applicability

This policy applies to temporary, part-time, and seasonal employees (exempt and non-exempt) who, on or after July 1, 2015, work for the City of Winters for 30 or more days within 12 months from the beginning of employment and who are not eligible for any form of "sick leave benefit provided by the City to other employee groups.

C. Exclusions

Employees not covered by this policy are those who are eligible for the more generous sick leave benefit provided by the City pursuant to a memorandum of understanding (represented employees), employee benefits resolution (non-represented employees) or employment agreement.

II. Policy

A. Entitlement

Employees covered by this policy ("Employees") are entitled to 3 days or 24 hours of paid sick time annually which may be used within a 12 month period or term of employment. Twenty-four (24) hours shall be the maximum benefit except in situations where a day in an Employee's regular work schedule is longer than an 8-hour day (e.g. an Employee who works four, 10-hour days per week.) In such cases, a "day" shall be the equivalent of the hours in the Employee's regularly-scheduled work day.

Paid sick leave made available under this policy has no cash value, and the City of Winters does not pay Employees for available sick leave at separation.

B. Usage

- An Employee may use available paid sick days beginning on the 90th day of employment and having actually worked 30 days for the City, whichever occurs later. However, at its sole discretion, the City of Winters may allow the use of paid sick leave to an Employee in advance of the 90th day of employment.
- The City of Winters shall allow the use of paid sick days upon the oral or written request of an Employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).
- “Family member” for purposes of this paid sick leave policy means:
 - A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
 - A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
 - A spouse;
 - A registered domestic partner;
 - A grandparent;
 - A grandchild;
 - A sibling.

The Employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the Employee must provide notice as soon as practical. The City of Winters will not condition the use of sick leave on the Employee finding someone to cover his/her work. However, the City retains the right to request verification of sick leave eligibility/appropriate usage in circumstances where potential sick leave abuse may exist.

- Employees must use sick leave in at least one half (.5) hour increments.
- Employees will only receive paid sick time at an employee’s then-current hourly rate for the number of hours they would have worked during their scheduled shift. For example, if the Employee was scheduled for a four hour shift, they will be compensated with four hours of paid sick time only.
- The City of Winters will limit the use of minimum paid sick time under this policy to 24 hours or three days in each fiscal year of employment.
- Employees will be provided the total amount of sick leave that may be used per year—24 hours or 3 days—at the beginning of each fiscal year beginning July 1, or the first date of employment, whichever is later, therefore *no* accrual or carry-over from one fiscal year to the next is permitted.

- For returning seasonal Employees or for any temporary employees who have a break in service of less than one year, paid sick time will be provided as outlined above. However, once an employee has met the usage eligibility requirements (30 days of work and 90 days of employment), an Employee that has a break in service and returns to work for the City within one year from their last day worked) do not need to wait until the 90th day of employment to use their paid sick leave. They will have access to their available sick leave for that fiscal year immediately upon re-employment with the City, provided their returning start date is within 12 months of their previous departure date.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: June 16, 2015

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

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

SUBJECT: Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

RECOMMENDATION: That the Council designate a voting delegate and up to two alternates to vote at the Annual Business Meeting at the League of California Cities Annual Conference to be held in San Jose, California from September 30th – October 2nd, 2015..

BACKGROUND: An Annual Business Meeting is held as part of the League of California Cities Annual Conference each year to consider and take action on resolutions that establish League policy. This year the business meeting will take place at noon on Friday, October 2nd 2015 at the San Jose Convention Center.

The League's bylaws require that the Council take action to designate the voting delegate and two voting delegate alternates. It is also required that the voting delegate and voting delegate alternates be registered to attend the conference.

FISCAL IMPACT:

None.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

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

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

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

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

-over-

Annual Conference Voting Procedures 2015 Annual Conference

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



CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

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

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

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

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

Name: _____ E-mail _____

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

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

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



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2016
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby Director of Financial Management *Shelly*
SUBJECT: Transfer of former Community Development Agency Property from the Successor Agency to the Community Development Agency of the City of Winters to the City of Winters for Governmental Use

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2015-30 to authorize and direct acceptance of conveyance of the Governmental Use Property (23 Main Street, APN 003-204-012) from the Successor Agency for continued use as a mini park.

BACKGROUND:

Pursuant to the Health and Safety Code Section 34172, the Community Development Agency of the City of Winters (“Redevelopment Agency”) was dissolved as of February 1, 2012. Pursuant to Health and Safety Code Section 34173(d), the City of Winters became the successor agency to the former Redevelopment Agency (the “Successor Agency”), as confirmed by adoption by the City Council of Resolution No. 2012-02 on January 17, 2012. Pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City. The Successor Agency is responsible for the wind-down of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency.

Health and Safety Code Section 34179.7 provides that upon completion of certain requirements and payment of certain amounts as required by Sections 34179.6 and 34183.5, the Department of Finance (“DOF”) shall issue, within five business days, a finding of completion of the requirements of Section 34179.6 to the successor agency. Pursuant to Health and Safety Code Section 34191.5, after the Successor Agency receives a finding of completion (“FOC”) from DOF, the Successor Agency

must prepare a Long Range Property Management Plan (“LRPMP”). The Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which has been approved by the Oversight Board and DOF (by letter dated December 2, 2014).

In accordance with the LRPMP, there is one (1) property to be transferred to the City for continued governmental use as a mini park within the downtown, in accordance with Health and Safety Code Sections 34191.5(c)(2) and 34181(a): 23 Main Street (APN 003-204-012) (the “Governmental Use Property”). This property was originally acquired by the former Redevelopment Agency as a vacant lot, located in the middle of the first block of Main Street and over run by weeds. Following the purchase of the property by the former Redevelopment Agency, the City created a mini park with landscaping and park benches for seating.

Pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with an approved LRPMP, the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions. On May 18, 2015, the Oversight Board adopted Resolution No. OB-2015-06, directing and authorizing the transfer of the Governmental Use Property to the City. The actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179. Following adoption by the Oversight Board, Resolution No. OB-2015-06 was transmitted to DOF for review, and on June 1, 2015, the City received an email from DOF indicating that DOF would not review the Oversight Board resolution, and directing that the Successor Agency dispose of the Governmental Use Property in accordance with the approved LRPMP.

FISCAL IMPACT:

No new funds are involved with the transfer of the Governmental Use Property to the City as proposed. The City will continue to be responsible for the ongoing operation and maintenance of the Governmental Use Property following conveyance.

ATTACHMENTS

1. City Council Resolution 2015-30 Authorizing and Directing the Acceptance of Conveyance of the Governmental Use Property from the Successor Agency

RESOLUTION NO. 2015-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS DIRECTING AND AUTHORIZING ACCEPTANCE OF THE TRANSFER OF A GOVERNMENTAL USE PROPERTY FROM THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34181

WHEREAS, pursuant to Health and Safety Code Section 34173(d), following dissolution of the Community Development Agency of the City of Winters (“Redevelopment Agency”), the City became the successor agency to the former Redevelopment Agency (“Successor Agency”), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, after the Successor Agency receives a finding of completion (“FOC”) from the State Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, the Successor Agency must prepare a Long Range Property Management Plan (“LRPMP”); and

WHEREAS, the Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which has been approved by the Oversight Board and DOF (by letter dated December 2, 2014; and

WHEREAS, in accordance with the LRPMP, there is one (1) property to be transferred to the City for continued governmental use as a mini park within the downtown, in accordance with Health and Safety Code Sections 34191.4(c)(2) and 34181(a): 23 Main Street (APN 003-204-012) (the “Governmental Use Property”); and

WHEREAS, the Governmental Use Property was originally acquired by the former Redevelopment Agency as a vacant lot, located in the middle of the first block of Main Street and over run by weeds, and following the purchase of the property by the former Redevelopment Agency, the City created a mini park with landscaping and park benches for seating; and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with an approved LRPMP, the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions, and the actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179; and

WHEREAS, on May 18, 2015, the Oversight Board adopted Resolution No. OB-2015-06, directing and authorizing the transfer of the Governmental Use Property to the City; and

WHEREAS, following adoption by the Oversight Board, Resolution No. OB-2015-06 was transmitted to DOF for review, and on June 1, 2015, the City received an email from DOF indicating that DOF would not review the Oversight Board resolution, and directing that the Successor Agency dispose of the Governmental Use Property in accordance with the approved LRPMP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA Compliance. The transfer of the Governmental Use Property as authorized and directed through this Resolution does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The City Clerk of the City of Winters is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

Section 3. Authorization and Direction to Transfer Governmental Use Property. The City Council hereby authorizes and directs the acceptance of the transfer of the Governmental Use Property from the Successor Agency, pursuant to Health and Safety Code Sections 34177(e) and 34181. The City Council further authorizes and directs staff to take such actions and execute such documents as may be necessary to effectuate the purposes of this Resolution, including without limitation execution of an acceptance of a quitclaim deed or other document satisfactory to the Successor Agency Counsel and City Attorney transferring fee interest in the Governmental Use Property from the Successor Agency to the City for continued use as a mini park in the downtown area.

Section 4. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its adoption.

APPROVED AND ADOPTED THIS 16th day of June, 2015.

Mayor

ATTEST:

City Clerk



SUCCESSOR AGENCY
STAFF REPORT

TO: Honorable Chair and Members of the Successor Agency to the Community
Development Agency of the City of Winters

DATE: June 16, 2015

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

FROM: Shelly A. Gunby, Director of Financial Management *Shelly*

SUBJECT: Transfer of former Community Development Agency Property from the Successor Agency to the Community Development Agency of the City of Winters to the City of Winters for Governmental Use

RECOMMENDED ACTION:

Staff recommends that the Successor Agency adopt Resolution SA-2015-06 approving the transfer of the Governmental Use Property to the City for continued use as a mini park within the downtown area. (23 Main Street, APN 003-204-012)

BACKGROUND:

Pursuant to the Health and Safety Code Section 34172, the Community Development Agency of the City of Winters ("Redevelopment Agency") was dissolved as of February 1, 2012. Pursuant to Health and Safety Code Section 34173(d), the City of Winters became the successor agency to the former Redevelopment Agency (the "Successor Agency"), as confirmed by adoption by the City Council of Resolution No. 2012-02 on January 17, 2012. Pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City. The Successor Agency is responsible for the wind-down of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency.

Health and Safety Code Section 34179.7 provides that upon completion of certain requirements and payment of certain amounts as required by Sections 34179.6 and 34183.5, the Department of Finance ("DOF") shall issue, within five business days, a finding of completion of the requirements of Section 34179.6 to the successor agency. Pursuant to Health and Safety Code Section 34191.5, after

the Successor Agency receives a finding of completion (“FOC”) from DOF, the Successor Agency must prepare a Long Range Property Management Plan (“LRPMP”). The Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which has been approved by the Oversight Board and DOF (by letter dated December 2, 2014).

In accordance with the LRPMP, there is one (1) property to be transferred to the City for continued governmental use as a mini park within the downtown, in accordance with Health and Safety Code Sections 34191.5(c)(2) and 34181(a): 23 Main Street (APN 003-204-012) (the “Governmental Use Property”). This property was originally acquired by the former Redevelopment Agency as a vacant lot, located in the middle of the first block of Main Street and over run by weeds. Following the purchase of the property by the former Redevelopment Agency, the City created a mini park with landscaping and park benches for seating.

Pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with an approved LRPMP, the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions. On May 18, 2015, the Oversight Board adopted Resolution No. OB-2015-06, directing and authorizing the transfer of the Governmental Use Property to the City. The actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179. Following adoption by the Oversight Board, Resolution No. OB-2015-06 was transmitted to DOF for review, and on June 1, 2015, the City received an email from DOF indicating that DOF would not review the Oversight Board resolution, and directing that the Successor Agency dispose of the Governmental Use Property in accordance with the approved LRPMP.

FISCAL IMPACT:

No new funds are involved with the transfer of the Governmental Use Property to the City as proposed. The City will continue to be responsible for the ongoing operation and maintenance of the Governmental Use Property following conveyance.

ATTACHMENTS

1. Successor Agency Resolution SA-2015-06 Authorizing and Directing the Transfer of the Governmental Use Property to the City of Winters

RESOLUTION NO. SA-2015-06

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS DIRECTING AND AUTHORIZING THE TRANSFER OF A GOVERNMENTAL USE PROPERTY TO THE CITY OF WINTERS, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34181

WHEREAS, pursuant to Health and Safety Code Section 34173(d), following dissolution of the Community Development Agency of the City of Winters (“Redevelopment Agency”), the City became the successor agency to the former Redevelopment Agency (“Successor Agency”), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, after the Successor Agency receives a finding of completion (“FOC”) from the State Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, the Successor Agency must prepare a Long Range Property Management Plan (“LRPMP”); and

WHEREAS, the Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which has been approved by the Oversight Board and DOF (by letter dated December 2, 2014; and

WHEREAS, in accordance with the LRPMP, there is one (1) property to be transferred to the City for continued governmental use as a mini park within the downtown, in accordance with Health and Safety Code Sections 34191.4(c)(2) and 34181(a): 23 Main Street (APN 003-204-012) (the “Governmental Use Property”); and

WHEREAS, the Governmental Use Property was originally acquired by the former Redevelopment Agency as a vacant lot, located in the middle of the first block of Main Street and over run by weeds, and following the purchase of the property by the former Redevelopment Agency, the City created a mini park with landscaping and park benches for seating; and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with an approved LRPMP, the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions, and the actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179; and

WHEREAS, on May 18, 2015, the Oversight Board adopted Resolution No. OB-2015-06, directing and authorizing the transfer of the Governmental Use Property to the City; and

WHEREAS, following adoption by the Oversight Board, Resolution No. OB-2015-06 was transmitted to DOF for review, and on June 1, 2015, the City received an email from DOF indicating that DOF would not review the Oversight Board resolution, and directing that the Successor Agency dispose of the Governmental Use Property in accordance with the approved LRPMP.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY FOR THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA Compliance. The transfer of the Governmental Use Property as authorized and directed through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The City Clerk of the City of Winters, acting ex officio on behalf of the Successor Agency, is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

Section 3. Authorization and Direction to Transfer Governmental Use Property. The Successor Agency hereby authorizes and directs the transfer of the Governmental Use Property to the City, pursuant to Health and Safety Code Sections 34177(e) and 34181. The Successor Agency further authorizes and directs staff to take such actions and execute such documents as may be necessary to effectuate the purposes of this Resolution, including without limitation execution of a quitclaim deed or other document satisfactory to the Successor Agency Counsel and City Attorney transferring fee interest in the Governmental Use Property to the City for continued use as a mini park in the downtown area.

Section 4. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its adoption.

APPROVED AND ADOPTED THIS 16th day of June, 2015.

Chairperson
Successor Agency to the former Community
Development Agency of the City of Winters

ATTEST:

Secretary
Successor Agency to the former Community
Development Agency of the City of Winters



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: April 2015 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for April 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 50% 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 t 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 68% of budget.
- Utility User Tax is received approximately 1-3 months after the utilities are used and is 75% of budget.
- Building permit fees received are 29% of budget.
- General Fund expenditures are 73% 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 76% of budget and expenditures are 84% of budget.

Fund 621 Sewer: Sewer fund revenues are 88% of budget and expenditures are 65% of budget.

FISCAL IMPACT:

None

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of April 30, 2015

Fund	Description	Balance	
		June 30, 2014	April 30, 2014
101	General Fund	\$ 624,772	\$ 84,121
104	Fireworks Fund	(288)	(3,156)
105	Senior Fund	385	387
106	Monitoring Fee		1,645
107	Park Maintenance	2,206	2,255
108	Munchkin Summer Camp	12,346	25,845
110	Housing Successor Agency	(161,368)	(98,487)
113	Housing 2007 Tabs	1,268,584	1,242,726
201	Fire Prevention Grant	939	940
208	First Time Homebuyer	84,571	84,723
211	City Wide Assessment	72,304	(51,014)
212	Flood Assessment District	3,834	3,841
221	Gas Tax	199,697	246,621
231	State COPS 1913	(29,817)	(8,251)
233	Realignment	49,183	64,117
251	Traffic Safety	162,691	164,771
252	Asset Forfeiture	11,963	10,943
254	Vehicle Theft Deterrent	38,207	50,238
278	Prop 84 Park Grant	(115,680)	(141,449)
287	After School Contributions	759	760
289	Dry Slough Bridge	(25,933)	(42,968)
291	Beverage Recycling Fund	22,681	25,321
294	Transportation(Including Bus S	482,111	390,766
299	After School Program	148,324	161,551
304	2012 SACOG Grant	(8,728)	(21,622)
319	CDBG Park Grant	(261)	(142,214)
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		481,390
382	VFA Grant		(40,223)
411	Street Impact Fee	633,821	658,744
412	Storm Impact Fee	159,833	159,741
413	Parks and Recreation Impact Fe	(111,554)	(112,585)
414	Police Impact Fee	242,733	246,799
415	Fire Impact Fee	272,692	282,659
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	336,120
429	Service Reserve	732,662	243,597
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	81,508
496	Storm Drain Non-Flood	234	235
501	General Debt Service	56,246	56,347
611	Water O & M	473,642	317,887
612	Water Reserve	120,140	134,804
615	07 Water Bonds	(12,897)	(20,592)
616	Water Conservation	20,199	20,215
617	Water Meter	307,995	349,995
619	Water Debt Service	52,054	
621	Sewer O & M	1,264,786	1,143,983
626	07 Sewer Bonds	4	
629	Sewer Debt Service	122,962	
651	Central Services	11,041	3,144
652	Central Service w PD & FD	9,978	806
771	RORF	522,996	279,775
773	2007 TABS	34,444	19,650
821	Winters Library	4,060	
831	Swim Team	90,889	87,720
833	Festival de la Comunidad	6,440	7,013
835	Senior Foundation		1,090
836	PCH HOA		15,200
838	WPD Youth Services Donations		50
846	Quilt Festival	46	434
	Total Cash	<u>\$ 10,469,062</u>	<u>\$ 8,480,650</u>

City of Winters
Fund Balances Report
Estimated Fund Balances as of April 30, 2015

Fund	Fund Name	Audited		Current Year Expenditures	Transfers In/(Out)	Estimated	
		Fund Balance June 30, 2014	Current Year Revenues			Fund Balance April 30, 2015	Change From 6/30/2014
101	General Fund	\$ 835,095	\$ 2,309,223	\$ 3,121,527	\$ (7,599)	\$ 15,192	\$ (819,903)
104	Fireworks Fund	(288)	2,709	5,578	-	(3,157)	(2,869)
105	Senior Fund	385	2	-	-	387	2
106	Monitoring Fee	-	2,005	360	-	1,645	1,645
107	City Park Maintenance	2,207	48	-	-	2,255	48
108	Munchkin Summer Camp	7,596	34,455	16,206	-	25,845	18,249
110	Housing Successor	(161,368)	62,880	-	-	(98,488)	62,880
113	2007 Housing TABS	1,260,516	1,493	19,283	-	1,242,726	(17,790)
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	225,817	-	(53,077)	(123,330)
212	Flood Assessment District	3,836	5	-	-	3,841	5
221	Gas Tax	98,890	149,230	124,018	-	124,102	25,212
231	State COPS 1913	(21,690)	78,264	64,852	-	(8,278)	13,412
233	Realignment Funds	49,184	17,245	2,312	-	64,117	14,933
251	Traffic Saftety	161,927	2,844	-	-	164,771	2,844
252	Asset Forfeiture	10,931	12	-	-	10,943	12
254	Vehicle Theft Deterrent	50,216	21	-	-	50,237	21
278	Prop 84 Park	(126,229)	-	15,220	-	(141,449)	(15,220)
287	After School Program Contr	542	1	(218)	-	761	219
289	Dry Slough Bridge	(41,067)	-	1,902	-	(42,969)	(1,902)
291	Beverage Recycling Grant	22,693	5,028	2,400	-	25,321	2,628
294	Transportation	454,472	199,570	292,420	-	361,622	(92,850)
299	After School Program	139,264	122,725	106,912	-	155,077	15,813
304	2012 SACOG Grant	(22,735)	7,232	6,120	-	(21,623)	1,112
306	SACOG 2014	-	100,000	100,000	-	-	-
313	STBG-96-1043 Housing and P	(29,070)	-	-	-	(29,070)	-
319	CDBG Park Grant	(19,140)	-	123,404	-	(142,544)	(123,404)
321	EDBG 99-688 Buckhorn	-	11,064	-	(11,064)	-	-
322	EDBG 96-405 Cradwick	718	17,303	-	(18,022)	(1)	(719)
351	RLF Housing Rehabilitation	317,678	3,368	-	(309,403)	11,643	(306,035)
352	RLF Affordable Housing	20,782	2	-	(3,357)	17,427	(3,355)
355	RLF Small Business	117,002	6,890	-	(123,892)	-	(117,002)
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	-	289	-	481,101	481,390	481,390
382	VFA Grant	-	658,938	699,283	-	(40,345)	(40,345)
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 Saftety Impact Fee	242,867	4,963	1,031	-	246,799	3,932
415	Fire Impact Fee	272,842	10,848	1,031	-	282,659	9,817
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	33,889	228,480	190,343	595,026	(4,248)
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	9,561	-	-	81,508	9,561
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	986,339	982,468	(185,856)	3,931,764	(181,985)
612	Water Reserve	1,631,131	5,182	-	-	1,636,313	5,182
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	42,844	1,495	-	355,009	41,349
619	Water Debt Service Fund	(3,305,525)	-	-	90,000	(3,215,525)	90,000
621	Sewer O & M	4,742,423	1,443,524	1,476,063	(138,258)	4,571,626	(170,797)
626	2007 Sewer Bonds	2,118,292	-	-	(6,868)	2,111,424	(6,868)
629	Sewer Debt Service	(3,845,962)	76	-	50,639	(3,795,247)	50,715
771	RORF	(16,488,185)	742,973	862,850	168,154	(16,439,908)	48,277
772	RDA Trust	608,993	-	-	-	608,993	-
773	2007 TABS	34,451	14	14,815	-	19,650	(14,801)
781	RDA Long Term Debt	668,155	-	-	(168,154)	500,001	(168,154)
803	Elderberry Mitigation Fund	149,380	125	-	-	149,505	125
821	Winters Library	4,060	-	4,060	-	-	(4,060)
831	Winters Library	81,733	26,234	28,246	-	79,721	(2,012)
833	Festival de La Comunidad	6,443	3,008	2,438	-	7,013	570
835	Senior Foundation	-	1,090	-	-	1,090	1,090
836	PCH HOA	-	15,200	-	-	15,200	15,200
846	Quilt Festival	46	525	137	-	434	388
911	General Fixed Assets	23,570,556	-	-	-	23,570,556	-
Total Fund Balances		\$ 23,131,774	\$ 7,288,270	\$ 8,551,826	\$ (1)	\$ 21,868,217	\$ (1,263,557)

City of Winters
Summary of Expenditures
July 1, 2014 through April 30, 2015

				% of Year Compl	83%	
Fund	Fund Description	Budget FY 14-15	April 2015 Actual	Year to Date Actual	Unspent Budget	% of Budget Spent
101	General Fund Expenditures by Department					
110	City Council	\$ 15,998	\$ 324	\$ 4,906	\$ 11,092	31%
120	City Clerk	17,492	8,472	15,344	2,148	88%
130	City Treasurer	401	27	270	131	67%
160	City Manager	38,608	4,338	53,795	(15,187)	139%
161	Economic Development & Housing	40,933	1,289	42,850	(1,917)	105%
163	Rogers Building			310	(310)	
170	Administrative Services	182,941	14,108	158,981	23,960	87%
180	Finance	3,555	252	2,944	611	83%
210	Police Department	2,153,830	126,912	1,725,949	427,881	80%
310	Fire Department	767,712	58,694	556,957	210,755	73%
410	Community Development	137,307	3,590	78,251	59,056	57%
420	Building Inspections	292,349	12,591	161,787	130,562	55%
610	Public Works-Administration	398,168	14,760	204,734	193,434	51%
710	Recreation	17,900	3,035	7,264	10,636	41%
720	Community Center	107,013	5,224	64,066	42,947	60%
730	Swimming Pool	87,921	2,119	50,716	37,205	58%
	Total General Fund Expenditure	\$ 4,262,128	\$ 255,735	\$ 3,129,124	\$ 1,133,004	73%
104	Fireworks Fund	15,000		5,578	9,422	37%
106	Monitoring Fee			360	(360)	
108	Munchkin Summer Camp			16,206	(16,206)	
113	2007 Housing TABS			19,283	(19,283)	
201	Fire Prevention Grant	200			200	
211	City Wide Assessment	302,173	20,246	225,817	76,356	75%
221	Gas Tax Fund	522,616	8,369	124,018	398,598	24%
231	State COPS 1913	75,568	5,531	64,852	10,716	86%
233	Realignment	8,000		2,312	5,688	29%
251	Traffic Safety	3,500			3,500	
262	Street Grants	646,269			646,269	
278	Prop 84 Park Grant			15,220	(15,220)	
287	Afterschool Donations			(218)	218	
289	Dry Slough Bridge	1,341,229		1,902	1,339,327	
291	Beverage Recycling Grant	5,000		2,400	2,600	48%
294	Transportation	429,472	30,616	292,420	137,052	68%
299	After School Program	85,398	10,041	106,912	(21,514)	125%
304	2012 SACOG GRANT	88,000		6,120	81,880	7%
306	SACOG 2014			100,000	(100,000)	
319	11-HRPP-7851 City Park Grant	192,750	6,594	123,404	69,346	64%
321	EDBG 99-688 Buckhorn	19,580	1,831	11,064	8,516	57%
322	EDBG 405-Cradwick	5,548	630	18,022	(12,474)	325%
351	RLF Housing Rehab			309,403	(309,403)	
352	RLF Affordable Housing			3,357	(3,357)	
355	RLF Small Business		(236)	131,249	(131,249)	
356	RLF HOME Program			291	(291)	
357	Microenterprise			7,474	(7,474)	
358	Program Income			(3,067)	3,067	
382	VFA Grant		2,503	699,283	(699,283)	
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	2,503	228,480	26,995	89%
495	Monitoring Fee	54,948		5,966	48,982	11%
611	Water O & M	1,482,137	69,842	1,246,404	235,733	84%
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		1,495	4,505	25%
619	Water Debt Service			78,081	(78,081)	
621	Sewer O & M	2,724,212	68,096	1,768,341	955,871	65%
626	2007 Sewer Bond			6,868	(6,868)	
629	Sewer Debt Service		61,226	153,995	(153,995)	
771	RORF	1,253,318	27,857	862,850	390,468	69%
773	2007 TABS	34,438		14,815	19,623	43%
781	RDA Long Term Debt	20,664		168,154	(147,490)	814%
821	Winters Library			4,060	(4,060)	
831	Swim Team	61,988		28,246	33,742	46%
833	Festival de la Comunidad			2,438	(2,438)	
846	Quilt Festival			137	(137)	
	Total Expenditures	\$ 14,385,640	\$ 571,384	\$ 10,006,494	\$ 4,379,146	70%

City of Winters
Summary of Revenues
July 1, 2014 through April 30, 2015

		% of Year Com			83%	
Fund	Fund Description	Budget FY 14-15	April 2014 Actual	Year to Date Actual	Difference	% of Budget Received
101	General Fund	\$ 4,158,525	\$ 214,171	\$ 2,309,223	\$ 1,849,302	56%
104	Fireworks Fund	15,000	100	2,709	12,291	18%
105	Senior Fund	1		2	(1)	200%
106	Winters Swim Lessons			2,005	(2,005)	
108	Munchkin Summer Camp		12,220	34,455	(34,455)	
110	Housing Successor Agency			62,880	(62,880)	
107	Park Maintenance	6		48	(42)	800%
113	2007 Housing TABS	2,980		1,493	1,487	50%
201	Fire Prevention Grant	2		1	1	50%
208	First Time Homebuyer In Lieu	222		106	116	48%
211	City Wide Assessment	277,318		102,487	174,831	37%
212	Flood Assessment District			5	(5)	
221	Gas Tax	183,537	29,652	149,230	34,307	81%
223	PERS Trust Fund	8,000			8,000	
231	State COPS AB1913	100,000	10,122	78,264	21,736	78%
233	Realignment			17,245	(17,245)	
251	Traffic Safety	6,800	73	2,844	3,956	42%
252	Asset Forfeiture	53		12	41	23%
254	Vehicle Theft Deterrent	186		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		5,028	72	99%
294	Transportation	347,373		199,570	147,803	57%
299	AFTER School Program	119,054	31,580	122,725	(3,671)	103%
304	2012 SACOG Grant	126,891		7,232	119,659	6%
306	SACOG 2014			100,000	(100,000)	
313	ST8G 96-1043 Housing & Public W	36,592			36,592	
321	EDBG 99-688 Buckhorn	19,580	1,831	11,064	8,516	57%
322	EDBG 96-405 Cradwick	5,548	457	17,303	(11,755)	312%
351	RLF Housing Rehab	5,024		3,368	1,656	67%
352	RLF Affordable Housing	13,119		2	13,117	
355	RLF Small Business	9,058	(236)	14,247	(5,189)	157%
356	RLF HOME Program	8,795		138	8,657	2%
357	Micro Enterprise RLF	8,795		1	8,794	
358	Program income		2,226	478,323	(478,323)	
382	VFA Grant			658,938	(658,938)	
411	Street Impact Fee	618,073		25,770	592,303	4%
412	Storm Drain Impact Fee	6,001		851	5,150	14%
413	Parks & Recreation Impact Fee	68,192			68,192	
414	Public Safety Impact Fee	51,619		4,963	46,656	10%
415	Fire Impact Fee	92,889		10,848	82,041	12%
416	General Facilities Impact Fee	188,292		17,212	171,080	9%
417	Water Impact Fee	607,534		5,203	602,331	1%
418	Sewer Impact Fee	1,464,866		9,292	1,455,574	1%
419	Flood Fees	234,760		287	234,473	
421	General Fund Capital	2,085		691	1,394	33%
422	Landfill Capital	820		244	576	30%
427	Capital Equipment	151,672		224,232	(72,560)	148%
429	Service Reserve Fund	5,000		649	4,351	13%
481	General Plan 1992	55,848		5,966	49,882	11%
482	Flood Control Study	3		2	1	67%
492	RAJA Storm Drain	101		48	53	48%
494	CARF	3,740	980	9,561	(5,821)	256%
495	Monitoring Fee	54,948		5,966	48,982	11%
496	Storm Drain Non-Flood	1			1	
501	General Debt Service	148		70	78	47%
611	Water O & M	1,406,248	89,193	1,064,420	341,828	76%
612	Water Reserve	12,302	654	5,182	7,120	42%
616	Water Conservation	12,000		11	11,989	
617	Water Meter Fund	54,450	4,447	42,844	11,606	79%
619	Water Debt Service			168,081	(168,081)	
621	Sewer O & M	1,810,548	196,586	1,597,544	213,004	88%
629	Sewer Debt Service			204,710	(204,710)	
771	RORF	1,308,420		911,126	397,294	70%
773	2007 TABS			14	(14)	
781	RDA Long Term Debt	20,000			20,000	
803	Elderberry Mitigation			125	(125)	
831	Swim Team	62,300	80	26,234	36,066	42%
833	Festival de la Comunidad	6,403		3,008	3,395	47%
101	General Fund	4,158,525	214,171	2,309,223	1,849,302	56%
835	Senior Foundation		10	1,090	(1,090)	
836	PCH HOA			15,200	(15,200)	
846	Quilt Festival	300		525	(225)	175%
Total Revenues		\$ 15,788,216	\$ 594,146	\$ 8,742,939	\$ 7,045,277	55%

City of Winters
General Fund Revenue Summary
July 1, 2014 through April 30, 2015

		% of Year Completed		83%	
G/L Code	Account Description	Budget 2014-2015	April 2015 Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 716,588		\$ 361,046	50%
101-41102	Property Tax in Lieu of Sales Tax	143,238		75,979	53%
101-41103	Property Tax in Lieu of VLF	467,386		244,423	52%
101-41401	Sales & Use Tax	410,262	25,500	278,467	68%
101-41402	Prop 172	40,231		18,656	46%
101-41403	Franchise Fee	233,346	81,929	171,909	74%
101-41404	Property Transfer Tax	9,000		8,255	92%
101-41405	Utility Tax	697,205	47,282	522,798	75%
101-41406	Municipal Services Tax	296,760	24,740	247,410	83%
101-41408	TOT Tax	5,100	1,964	7,303	143%
101-41407	Business Licenses	26,000	890	22,334	86%
101-46102	Building Permits	257,339	9,239	74,189	29%
101-46103	Encroachment Permit	5,000	607	8,363	167%
101-46104	Other Licenses & Permits	125,454	4,764	40,317	32%
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	44%
101-48106	Post Reimbursement	5,000		508	10%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	75	270	306	408%
101-42103	Plan Check Fees	193,004	2,100	23,686	12%
101-42104	Planning Application Fees	10,000		7,400	74%
101-42107	Project Monitoring Fees		85	1,530	
101-42108	Police Reports	500	30	810	162%
101-42109	Fingerprint Fees	3,500	359	4,198	120%
101-42111	Towing/DUI Reimbursement	1,500		185	12%
101-42112	Ticket Sign Off Fees	250	5	490	196%
101-42201	Recreation Fees	12,100		700	6%
101-42205	Basketball Revenues	5,800		6,790	117%
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	1,350	5,480	122%
101-42215	Swim Passes	6,000			0%
101-42216	Swim Lessons	11,000	400	4,305	39%
101-42217	Water Aerobics Fees	150			0%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	775	2,010	144%
101-42303	Community Center Rental	12,750	1,320	10,932	86%
101-42304	Community Center Insurance Collected	900		81	9%
101-42308	Ambulance Service Charge	3,000	217	2,614	87%
101-44101	Rents/Leases Revenues	60,000	7,042	60,132	100%
101-43151	Fire District Payments	204,560			0%
101-44102	Interest Earnings	3,000		243	8%
101-46106	Reinspect Fee	250	184	1,261	504%
101-49101	Contributions	98,777	1,755	51,156	52%
101-49102	Reimbursements/Refunds	3,500	969	2,283	65%
101-49104	Miscellaneous Revenues	26,000	32	11,836	46%
101-49106	Cash Over/Short			134	
101-49109	Developer Planning Reimbursement		3,835	65,671	
101-49999	Interfund Operating Transfer	16,600			0%
Total General Fund Revenues		<u>\$ 4,157,525</u>	<u>\$ 217,643</u>	<u>\$ 2,359,298</u>	<u>57%</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2015
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Shelly A. Gunby, Director of Financial Management *[Signature]*
SUBJECT: April 2015 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2013 through April 30, 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 April 30, 2015. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, 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 April 2015 reflects interest from the CDBG and EDBG funded loans as well as from the Money Market Account and Savings Account at First Northern Bank.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
As of April 30, 2015

Fund	Description	April 2015 Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND		\$ 243
105	SENIOR FUND		2
107	PARK MAINTENANCE FUND		1
110	HOUSING SUCCESSOR AGENCY		17,633
113	2007 HOUSING TABS		1,493
201	FIRE PREVENTION FUND		1
208	FIRST TIME HOMEBUYER		106
212	FLOOD ASSESSMENT DISTRICT		5
221	GAS TAX FUND		178
251	TRAFFIC SAFETY		199
252	ASSET FORFEITURE		12
254	VEHICLE THEFT DETERRENT		21
287	AFTERSCHOOL DONATIONS		1
291	BEVERAGE RECYCLE GRANT		28
294	TRANSPORTATION/BUS		69
299	AFTERSCHOOL PROGRAM		151
321	EDBG 99-688		3,607
322	EDBG 96-405 CRAWICK	807	9,537
351	RLF HOUSING REHAB		3,368
352	RLF AFFORDABLE HOUSING		2
355	RLF SMALL BUSINESS	137	1,359
356	RLF HOME PROGRAM		138
357	MICROENTERPRISE FUND		1
358	PROGRAM INCOME FUND		289
411	STREET IMPACT FEE		415
412	STORM IMPACT FEE		198
414	POLICE IMPACT FEE		302
415	FIRE IMPACT FEE		339
416	GENERAL FACILITY IMPACT FEE		433
417	WATER IMPACT FEE		542
418	SEWER IMPACT FEE		249
419	FLOOD OVERLAY		287
421	GENERAL FUND CAPITAL		691
422	LANDFILL CAPITAL		244
427	EQUIPMENT REPLACEMENT FUND		170
429	SERVICE RESERVE		649
482	FLOOD CONTROL STUDY		2
492	RAJA STORM DRAIN		48
494	CARF		83
501	GENERAL DEBT SERVICE		70
612	WATER RESERVE		8
616	WATER CONSERVATION		11
617	WATER METER FUND		233
621	SEWER O & M		884
629	SEWER DEBT SERVICE FUND		76
771	RORF		5
773	2007 TABS		14
803	ELDERBERRY MITIGATION		125
831	SWIM TEAM		108
846	Quilt Show		8
	Total Investment Earnings	\$ 944	\$ 44,638