

**AGENDA FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS SCHEDULED FOR TUESDAY,
FEBRUARY 7, 2006, AT 7:30 P.M.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

RECOGNIZE AUDIENCE/CORRESPONDENCE:

At this time members of the public may address the Council on items not listed on the agenda and within the jurisdiction of the Council. No formal action may be taken on items not listed on the agenda. Presentations may be limited or continued, depending on the time available.

MODIFICATION OF AGENDA:

PRESENTATION:

Swear in Michael Sebastian as Treasurer

CONSENT ITEMS:

- A. Minutes of the Regular Meeting of the City Council of the City of Winters Held January 17, 2006 (pp 1-2)
- B. Approve Warrants Ending February 7, 2006 (pp 3-5)
- C. Accept Proposal From Moss, Levy and Hartzheim, CPA for audit services for 2005-2006 and 2006-2007 and authorize City Manager sign contract for audit services (pp 6-14)
- D. Request for Expansion and Update of City Master Tree List and Tree Planting Rebate Program (pp 15-27)
- E. Approval of Consultant Service Agreement with R3 Consulting Group, Inc., in the amount of \$29,960.00 to assist in the procurement of solid waste collection and disposal services for the City of Winters (pp 28-70)
- F. Approve letter in support of Yolo County grant application for Oak Woodland Restoration Plan (pp 71)
- G. Resolution 2006-01, As Amended, A Resolution of the City Council of the City of Winters Calling for a General Election, Requesting the Consolidation of the Election with the Statewide Primary Election for Council Member Election, To Be Held on June 6, 2006 (pp 72-75)
- H. Assumption of STBG 700 Note by surviving spouse (pp76-82)
- I. Ordinance 2006-01, Subdivision Improvement Security Development (pp 83-87)
- J. Resolution 2006-02, Subdivision Improvement Security Development (pp 88-89)
- K. League of California Cities-Request for Comment Filing-Telecommunications Franchising (pp 90-96)
- L. Ordinance 2006-02, Designation of Planning Commission as Planning Agency (pp 97-100)

**AGENDA FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS SCHEDULED FOR TUESDAY,
FEBRUARY 7, 2006, AT 7:30 P.M.**

DISCUSSION ITEMS:

1. Approval of Voter Survey (pp 101-110)
2. Approval of contract in the amount of \$42,300 for the purchase of a 2006 F550 Dump/Utility Truck for the Public Works Department (pp 111-112)
3. Growth Management Plan (No Backup)
4. Winters Highlands Development Agreement - Modification to Issues (No Backup)
5. City Projects Review (No Backup)

*****COMMUNITY DEVELOPMENT AGENCY*****

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

1. November 2005 Investment Report (pp 113-114)
2. November 2005 Treasurer Report (pp 115-121)
3. December 2005 Investment Report (pp 122-123)
4. December 2005 Treasurer Report (124-130)

Consideration of items not listed on the agenda:

Items in the following categories; pursuant to Government Code

1. Majority determination that an emergency (as defined by the Brown Act) exists; or
2. A 4/5th determination that the need to take action arose subsequent to the posting of the agenda

ADJOURNMENT:

I declare under the penalty of perjury that the foregoing agenda for the 02/07/2006 meeting of the City Council of the City of Winters was posted 2/04/2006 in the office of the City Clerk, 318 First Street, Winters, CA and was available to the public during normal business hours.

ATTEST:

Nancy Jensen for Nanci G. Mills
Nanci G. Mills, City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS HELD ON TUESDAY,
JANUARY 17, 2006, AT 7:30 P.M.**

Mayor Martinez called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

Present were Council Members Anderson, Fridae, Godden, and Mayor Dan Martinez. Absent was Council Member Stone. Also present were City Manager John Donlevy, City Attorney John Wallace, and City Clerk Nanci Mills.

RECOGNIZE AUDIENCE/CORRESPONDENCE: None

MODIFICATION OF AGENDA: Add Resolution 2006-01, A Resolution of the City Council of the City of Winters calling for a General Election to be held on June 6, 2006, as an Urgency Item.

Council Member Godden made a motion to add Resolution 2006-01. Seconded by Council Member Fridae. Motion carried unanimously.

AYES: Anderson, Fridae, Godden, Mayor Martinez

NOES: None

ABSTAIN: None

ABSENT: Stone

PRESENTATION: None

CONSENT ITEMS:

- A. Minutes of Regular Meeting of the City Council of the City of Winters Held January 3, 2006
- B. Approval of Amendment #2 to EIR Consultant Services Agreement with Ted Winfield Associates for Winters Highlands EIR in the amount of \$7,300
- C. Warrants Ending 01-17-2006
- D. Elections – Resolution 2006-01, A Resolution of the City Council of the City of Winters calling for a General Election to be held on June 6, 2006.

Council Member Fridae made a motion to approve Consent Items A - D. Seconded by Council Member Godden.

AYES: Anderson, Fridae, Godden, Mayor Martinez

NOES: None

ABSTAIN: None

ABSENT: Stone

Motion carried unanimously with Stone absent.

**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS HELD ON TUESDAY,
JANUARY 17, 2006, AT 7:30 P.M.**

DISCUSSION ITEMS:

1. Appointment of City Treasurer

Council Member Fridae made a motion to recommend the appointment of Mike Sebastian as City Treasurer. Seconded by Council Member Godden.

Motion carried unanimously with Stone absent.

*****COMMUNITY DEVELOPMENT AGENCY*****

CITY MANAGER REPORT: The Rotary Parking Lot Project is out for re-bid.

COUNCIL/STAFF COMMENTS: Council Member Fridae congratulated the staff of the City of Winters on the opening of the Trestle Bridge.

INFORMATION ONLY: Council Member Anderson has been appointed Vice Chair to the Yolo-Solano Air Quality Board. Mayor Martinez indicated the JPA Fee for Swanson Hawk Mitigation is \$8,500 per acre.

City Manager John Donlevy, Jr., Mayor Martinez, Council Members Anderson, Fridae, and Godden, and City Attorney John Wallace adjourned at 7:40 p.m. for an Executive Session.

EXECUTIVE SESSION:

1. Real Estate Negotiation: Conference with Real Property negotiator re: 14 East Abbey Street, APN# 003-221-02-1, City Manager John W. Donlevy, Jr.

No decisions were made.

ADJOURNMENT:

I declare under the penalty of perjury that the foregoing agenda for the 01/17/2006 meeting of the City Council of the City of Winters was posted 01/13/2006 in the office of the City Clerk, 318 First Street, Winters, CA and was available to the public during normal business hours.

ATTEST:

Nanci G. Mills, City Clerk

CITY OF WINTERS
WARRANT REGISTER 02-07-2006

VENDER	DESCRIPTION	WARRANT
AIG VALIC	CONTRIBUTION PPE 01/14/06	\$ 1,786.00
AIRGAS-N.CALIF & ARAMARK	WELDING SUPPLIES	\$ 118.13
GENE ASHDOWN	UNIFORM SERVICES	\$ 237.14
AVAYA	MILEAGE REIMBURSEMENT FOR LONG DISTANCE SERVICE	\$ 19.32
BAY AREA BARRICA	RFLECTOR TAPE	\$ 96.00
BIASI'S AUTO REP	REFLECTOR TAPE	\$ 717.82
BORGES & MAHONEY	VEHICLE PARTS FOR MAINTEN	\$ 179.98
BROWNIES	WELL METER PUMP PARTS	\$ 265.18
BSK SACRAMENTO	ROTARY PARKING LOT BID PA	\$ 866.79
THE BUCKHORN CAF	WATER TESTING	\$ 2,785.00
CA-NV-AWWA	INVOICES # 93 & 94	\$ 91.62
CRWA	WATER SYMPOSIUM-CHARLES 2	\$ 375.00
CA ASSOC.FOR LOC	MEMBERSHIP	\$ 450.00
CHARTER COMMUNIC	ANNUAL MEMBERSHIP	\$ 80.00
CHIEF SUPPLY	MONTHLY INTERNET SERVICE	\$ 199.95
CINGULAR WIRELES	LATEX GLOVES	\$ 47.63
THE CIT GROUP	WIRELESS MODEM LINE FOR S	\$ 448.68
CONSECO HEALTH I	UPSTAIRS COPY MACHINE LEA	\$ 683.70
CORBIN WILLITS S	JANUARY PREMIUM	\$ 372.40
CRYSTAL BOTTLING	MONTHLY ENHANCEMENT & SER	\$ 803.19
CSUS FOUNDATION	WATER & COFFEE SUPPLIES	\$ 308.94
DEPT OF CONSERVA	ANNUAL MEMBERSHIP	\$ 80.00
DEPARTMENT OF JU	SMIP FEES-10/1-12/31/2005	\$ 41.27
DEPARTMENT OF JU	FIREARM OWNERSHIP PROCESS	\$ 19.00
DON'S NAPA AUTO	FINGERPRINTS	\$ 503.00
DEPART OF TRANSP	EQUIPMENT REPAIR	\$ 12.60
DOUBLE M TRUCKIN	SIGNAL LIGHTS RAILROAD &	\$ 280.60
DUST-TEX SERVICE	SAND AND DELIVERY	\$ 851.35
EAGLE DRUG	DUST MOP, DOOR MATS, WET	\$ 195.28
ECO RESOURCES, I	UPS SHIPPING CHARGE TO RE	\$ 12.05
ECONOMIC & PLANN	SERVICE CONTRACT	\$ 22,625.10
SALVADOR LEON DB	FISCAL IMPACT ANALYSIS	\$ 330.00
FEDEX	JANITORAL SERVICES FOR TH	\$ 2,490.00
FEHR & PEERS ASS	EXPRESS SERVICES	\$ 132.27
CHRISTINE FERREL	WINTERS HIGHLANDS	\$ 21,451.70
THERESA CORREA G	YOUTH BASKETBALL REFUND-S	\$ 30.00
SERGIO GUTIERREZ	COMMUNITY CENTER DEPOSIT	\$ 150.00
ARMONDO HERNANDE	CERTIFICATE PLAQUES	\$ 48.29
INTERSTATE OIL C	COMMUNITY CENTER DEP[OSIT	\$ 150.00
	GASOLINE	\$ 1,216.54

CITY OF WINTERS
WARRANT REGISTER 02-07-2006

KIMES HARDWARE	GENERAL MAINT. SUPPLIES	\$ 63.05
KLEINFELDER, INC	LANDFILL MONITORING -DEC.	\$ 2,056.40
MARTIN & CHAPMAN	MUNICIPAL ELECTION HANDBO	\$ 126.56
MAXIMUS, INC.	PROFESSIONAL SERVICES	\$ 9,350.00
MCDONOUGH,HOLLAN	PROFESSIONAL SERVICES 11/	\$ 27,131.93
MILLER BROOKS	WWT QTERLY SAMPLING/MONIT	\$ 11,695.63
MOORE LACAFANO G	GRANT AND RAILROAD LANDSC	\$ 23.75
MOSS, LEVY & HAR	COMPLETION OF AUDIT	\$ 1,460.00
NEXTEL COMMUNICA	SERVICES 12/20/05-01/19/0	\$ 1,242.97
PACIFIC ACE HARD	WINDEX FOR CLEANING LIVES	\$ 5.45
PENMAKERS, INC.	LOCKERS FOR PW CREW	\$ 75.00
PERS	PERS Payable FOR PPE 01/1	\$ 15,666.41
PERS	PERS Payable PPE 1/28/06	\$ 16,162.02
PACIFIC GAS & EL	12/23-1/24 SERVICE	\$ 41.25
PISANIS AUTO PAR	PUMP REPAIR SEWER	\$ 165.75
PISANI'S SERVICE	TIRE REPAIR	\$ 25.00
PITNEY BOWES	MACHINE LEASE	\$ 175.36
RESERVE ACCOUNT	RESERVE POSTAGE FOR METER	\$ 500.00
NICHOLAS J PONTI	9/26/05 AMENDMENTS	\$ 3,833.00
PORTA TARGET	HI-POWER SILHOUETTES - PR	\$ 560.00
PREMIER ACCESS	FEBRUARY PREMIUM	\$ 1,771.07
PUBLIC CONSTRUCT	GUIDE TO BIDDING	\$ 73.71
QUARTERMASTER	POLICE DUTY BELT EQUIPMEN	\$ 1,159.90
QUILL CORPORATIO	MISC. OFFICE SUPPLIES/TON	\$ 947.67
QUINCY ENGINEERI	PROFESSIONAL SERVICES	\$ 21,430.24
RAINES, MELTON &	ADDITION TO CONTRACT RELA	\$ 1,753.75
SAM'S CLUB DIREC	MEMBERSHIP FEE	\$ 95.00
SAS PLANNING CON	REDEVELOPMENT MANAGEMENT	\$ 3,847.29
SAVE OUR SERVICE	CONTRIBUTION FOR PPE 1/14	\$ 17.00
SAVE OUR SERVICE	CONTRIBUTION FOR PPE 01/2	\$ 17.00
SBC/MCI	Telephone Non-department	\$ 730.00
SBC LONG DISTANC	Telephone Non-department	\$ 49.51
SIERRA SPRINGS W	Misc. Supplies Non-depart	\$ 51.94
STANDARD INSURAN	JANUARY & FEBRUARY PREMIU	\$ 1,599.98
STATE STREET BAN	Cash With Fiscal Agent PP	\$ 4,162.86
STATE WATER RESO	NOTICE OF INTENT	\$ 308.00
SUISUN VALLEY GR	GOPHER TRAP FOR WWT	\$ 43.22
TASER INTERNATIO	TASER WARRANTY REPLACEMEN	\$ 50.00
THE WILDERNESS T	9 - RIGHT HANDED GILES SL	\$ 324.98
THOMPSON PUBLISH	"Answers to the Top 25 HR	\$ 155.50
TOSHIBA AMERICA	TOSHIBA FAX MACHINE MODEL	\$ 1,327.75
TSCHUDIN CONSULT	PROFESSIONAL SERVICES NAS	\$ 445.10
VINTAGE PAVING C	RAILROAD AND GRANT SIGNAL	\$ 1,987.60

CITY OF WINTERS
WARRANT REGISTER 02-07-2006

WADE COWEN	REFUND OF LANDSCAPING BON	\$	3,000.00
JOHN WALLACE	CITY ATTORNEY SERVICES	\$	3,012.50
WALLACE SAFE & L	ORIGINAL CODE KEY & DUPLI	\$	34.75
WEST GROUP, PAYM	2006 CA PENAL CODE PAMPHL	\$	72.40
WEST COAST EQUIP	WEEDEATER LINE	\$	6.44
WILLIAM P YOUNG	ADJUST FUNDIGN SOURCE	\$	48,425.30
WINTERS EXPRESS,	LEGAL NOTICES	\$	452.00
WINTERS AGGREGAT	IMPROVEMENTS FOR AMPHITHE	\$	758.60
WINTERS POLICE O	Association Dues Payable	\$	245.00
WINTERS EMPLOYEE	Association Dues Payable	\$	115.00
CITY OF WINTERS-	FEBRUARY WATER & SEWER	\$	105.89
WINTERS TRUE VAL	REPAIR FOR PARKS SUPPLIES	\$	655.35
WINTERS FIRE DEP	CHANGE OIL & FILTER	\$	100.00
WINTERS VOLUNTEE	APPRECIATION DINNER	\$	300.00
ZOOM IMAGING SOL	COPY MACHINE LEASE	\$	246.68
YCCESA	2005-2006 COMMUNICATIONS/	\$	33,580.00
YCPARMIA	SPECIAL EVENT INSURANCE	\$	829.51
YCPARMIA	WORKERS COMPENSATION DED	\$	405.13
YOLO COUNTY ENVI	LANDFILL INPECTION	\$	580.50
YOLO COUNTY	RADIUS LABELS	\$	50.00
COUNTY OF YOLO	CITY OF WINTERS SURVEY	\$	647.11
YOLO COUNTY AUDI	PARKING CITATION COLLECTI	\$	25.00
YOLO COUNTY FLOO	FUNDING FOR ADDITIONAL WO	\$	10,000.00
Y.O.N.E.T.	ANNUAL CONTRIBUTION TO YO	\$	3,000.00
CARRIERE, RUSSEL	REFUND UTILITY DEPOSIT	\$	100.00
	TOTAL	\$	<u>301,007.28</u>



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: February 7, 2006

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

FROM: Shelly A. Gunby, Director of Financial Management 

SUBJECT: Proposal for Independent Audit Services

RECOMMENDATION:

Accept the proposal from Moss, Levy and Hartzheim, Certified Public Accountants, for performing the annual independent audit for fiscal years 2005-2006 and 2006-2007 and authorize the City Manager to execute a professional services agreement for the 2-year time period.

BACKGROUND:

The City of Winters is required to have an independent financial audit performed each year. For the last 3 fiscal years, the City of Winters has retained Moss, Levy and Hartzheim, Certified Public Accountants to perform that audit and prepare the Comprehensive Annual Financial Report (CAFR). Recommended practices published by the Governmental Finance Officers Association is to retain the same audit firm for no less than 5 years and staff agrees with this recommendation.

FISCAL IMPACT:

Increase of approximately \$2,000 in the contract amount due to implementation of additional reporting requirements required by the Governmental Accounting Standards Board. (GASB) in the preparation of the CAFR

MAYOR:
 Dan Martinez
MAYOR PRO TEM:
 Woody Fridae
COUNCIL:
 Tom Stone
 Harold Anderson
 Steven C. Godden



MAYOR EMERITUS:
 J. Robert Chapman
TREASURER:
 Margaret Dozier
CITY CLERK:
 Nanci G. Mills
CITY MANAGER:
 John W. Dorlevy, Jr.

AGREEMENT COMPLIANCE FORM

Department: Finance Contract/Agreement Number: _____

Project: Auditing Services Account Number: _____

Contractor/Consultant: Moss, Levy & Hartzheim

Address: 9107 Wilshire Blvd., Suite 400, Beverly Hills, CA 90210

Telephone: (310) 273-2745

1. CONTRACT PACKAGE- All items must be fully executed and notarized.

	Attached	N/A
A. Contract	X_____	_____
B. Exhibits	X_____	_____
C. Bond for Faithful Performance	_____	x_____
D. Bond for Labor and Materials	_____	x_____
E. Power of Attorney	_____	x_____

2. CERTIFICATES OF INSURANCE

	Amount on file	Expires	N/A
A. General Liability	_____	_____	_____
B. Automobile Liability	_____	_____	_____
C. Worker's Compensation	_____	_____	_____
D. Excess Liability	_____	_____	_____
E. Professional Liability	_____	_____	_____
F. City/Agency named as Additional Insured	_____	_____	_____
G. Thirty-Day Cancellation Provision	_____	_____	_____
H. Verified By: Name: _____		Date: _____	

3. BUSINESS LICENSE

A. License Number _____

B. Verified By: Name: _____ Date: _____

MAYOR:
Dan Martinez
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Steven C. Godden



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Margaret Dozier
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of February 7, 2006, by and between the City of Winters ("the CITY") and Moss, Levy & Hartzheim, Certified Public Accountants "(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 January 25, 2006. 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 Fee Schedule included in Exhibit "A", but in no event shall total compensation exceed Fourteen thousand nine hundred and fifty dollars (\$14,950 per fiscal year) per fiscal year, 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 that may be required for furnishing services pursuant to this Agreement.

4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant

MOSS, LEVY & HARTZHEIM

CERTIFIED PUBLIC ACCOUNTANTS

9107 WILSHIRE BLVD., SUITE 400

BEVERLY HILLS, CALIFORNIA 90210

TELEPHONE (310) 273-2745

FAX (310) 273-1689

E-MAIL: mlhbh@pacbell.net

ROBERT M. MOSS, C.P.A.*
 RONALD A. LEVY, C.P.A.*
 CRAIG A. HARTZHEIM, C.P.A.*
 HADLEY HUI, C.P.A.
 PALL NIEDERMULLER, C.P.A.

MEMBER:

AMERICAN INSTITUTE OF C.P.A.S
 CALIFORNIA SOCIETY OF C.P.A.S
 CALIFORNIA SOCIETY OF
 MUNICIPAL FINANCE OFFICERS
 CALIFORNIA ASSOCIATION OF
 SCHOOL BUSINESS OFFICIALS

OFFICES:

BEVERLY HILLS, CALIFORNIA
 SANTA MARIA, CALIFORNIA

MEMBERSHIP PROFESSIONAL CORPORATION

January 25, 2006

Ms. Shelly Gunby, Director of Financial Management

City of Winters

318 First St.

Winters, California 95694

Ms. Gunby:

We are pleased to respond to the City of Winters's Request for Proposal for independent auditing services.

After 56 years in public accounting and 29 years of performing local governmental audits, it is extremely gratifying to witness the continued growth of Moss, Levy & Hartzheim. The firm has evolved from a one-person operation to a regional full service public accounting firm with offices in Beverly Hills and Santa Maria and clients throughout the State of California, as well as thirty-one other states. We and the entire staff are pleased with not only the continuing development of the firm, but also the progress and economic health of our clients. We understand that governmental accounting is a specialized industry with its own accounting standards and requirements and that is why we strive to constantly improve the quality of our professional services. This degree of dedication coupled with our ability to inform our clients of any new accounting and auditing issues is paramount to our success.

We feel that our size is such that we are large enough to provide a broad spectrum of services and experience backed by an in-house training program, professional development courses and an extensive professional library, yet not so large as to become impersonal and rigid. Our informal style allows us to be flexible enough to complete our audits in a timely manner that is the most convenient for each client. Also, this style allows us to be more accessible to our clients when our clients have questions or concerns.

It is our understanding that we will perform an audit of the basic financial statements of the City of Winters for the fiscal years ended June 30, 2006 and 2007.

Our audit would be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States.

We have performed the audit of the City of Winters (since the fiscal year ended June 30, 2003). Because of this, we are familiar with the systems in place and are knowledgeable in the way in which the City operates.

	Maximum fee not to exceed	Maximum fee not to exceed
	2006	2007
Audit of the Basic Financial Statements of the City of Winters	\$ 14,950	\$ 14,950
Total all-inclusive maximum fee	\$ 14,950	\$ 14,950

All out-of-pocket expenses are included in the fee. No costs will be passed on to the City of Winters.

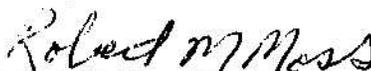
Thank you for your consideration and please do not hesitate to contact the authorized representatives listed below with any questions, problems, or concerns.

- | | | |
|--|--|---|
| <p>(1) Robert M. Moss, CPA
Managing Partner
9107 Wilshire Blvd.
Suite 400
Beverly Hills, CA 90210
(310) 273-2745</p> | <p>(2) Ron A. Levy, CPA
Partner
9107 Wilshire Blvd.
Suite 400
Beverly Hills, CA 90210
(310) 273-2745</p> | <p>(3) Craig A. Hartzheim, CPA
Partner
9107 Wilshire Blvd.
Suite 400
Beverly Hills, CA 90210
(310) 273-2745</p> |
|--|--|---|

Under penalties of perjury, I declare that I am entitled to represent the firm, empowered to submit the bid, and I am an authorized signer. There are no and have never been any financial interests between any officials or employees of the City of Winters and Moss, Levy & Hartzheim.

Respectfully submitted,

MOSS, LEVY & HARTZHEIM


Robert M. Moss C.P.A.
Managing Partner

Moss, Levy & Hartzheim is an equal opportunity employer

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 insureds 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 insureds will be called upon to cover a loss covered thereunder; and (4) insurance shall be provided by an, at least, A-7 rated company. The form of said endorsements(s) shall be supplied by the City.
- (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 Administrative Services Department upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the Director of Administrative Services prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with the Administrative Services Department concurrent

with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

(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: February 7, 2006

THROUGH: John W. Donlevy, Jr. – City Manager *JWD*

FROM: Carol Scianna – Administrative Assistant *CS*

SUBJECT: Request for Expansion and Update of City Master Tree List and Tree Planting Rebate Program

RECOMMENDATION:

Review and accept updated and expanded Master Tree List. Also revise Commercial and Residential Tree Rebate Policy to include Parkway Trees.

BACKGROUND: The City's current Master Tree List has not been updated for many years. Staff has reviewed some of the surrounding cities tree list and incorporated many new varieties that would make nice additions to the City's Master List. The proposed list has been reviewed by a local Certified Arborist and staff from the Sacramento Tree Foundation and their recommendations have been incorporated into the revised list. The revisions include the removal of five trees from the original list and 35 additions to the proposed revised tree list.

Currently our Tree Rebate Program excludes trees planted in the parkway area. The current landscape design guidelines recommend parkway trees. Therefore revising our current rebate program will be consistent with these guidelines and offer more opportunities for residents and businesses to take advantage of the tree rebate program.

ALTERNATIVE: The City Council may chose to make no changes to the Tree List and Rebate Program.

FISCAL IMPACT: The City may have more residents taking advantage of the rebate program. Currently we average two to five requests for a rebate per year for up to \$75 per residence.

ATTACHMENT:

Revised Master Tree List
Current Master Tree List
Revised Tree Rebate Program Application

● = Additions

City of Winters

Master Street Tree List

Botanical Name	Common Name	Size	Green Diameter (Ft)	Evergreen	Flowering	Drought Resistant	Growth Rate	Street Tree
<u>Acer buergeranum</u>	Trident Maple	M	30				M	X
● <u>Acer campestre</u>	Hedge Maple	S	30				M	X
● <u>Acer freemanii</u>	Maple, 'Autumn Blaze'	L	50				M	X
● <u>Acer platanoides</u>	Easy Street Maple, 'Ezestre'	M	20				M	
<u>Acer rubrum</u>	Maple, 'October Glory'	M	30				M	X
<u>Acer truncatum x plat.</u>	Pacific / Norwegian Sunset Maple	M	25				M	
● <u>Arbutus undoo</u>	Strawberry Tree, 'Marina'	S	20	X	X		M	X
<u>Brachychiton populneus</u>	Bottle Tree	L	60	X	X		M	X
<u>Carpinus betulus</u>	European Hornbeam	M	40				M	X
● <u>Cedrus deodara</u>	Deodar Cedar	L	30	X		X	M	X
<u>Celtis australis</u>	European Hackberry	L	35				M	X
● <u>Ceratonia siliqua</u>	Carob	M	25	X			M	X
● <u>Cercidium x 'Desert Museum'</u>	Desert Museum Palo Verde	M	25	X		X	M	
● <u>Cercis reniformis</u>	Redbud, 'Oklahoma'	S	20		X		S	X
● <u>Chilopsis linearis</u>	Desert Willow	S	20		X	X	M	X
<u>Cornus controversa</u>	Giant Dogwood	M	30				S	
<u>Diospyros virginiana</u>	Persimmon (male clones)	M	20				M	
● <u>Fraxinus americana</u>	White Ash, 'Autumn Purple'	L	35				M	X
● <u>Fraxinus americana</u>	White Ash, 'Chicago Regal'	L	35				M	X
● <u>Ginkgo biloba</u>	Ginkgo, 'Autumn Gold' (male clones)	L	30				S	X
<u>Gymnocladus dioica</u>	Kentucky Coffee Tree (male clones)	L	30				M	X
● <u>Koelreuteria bipinnata</u>	Chinese Flame Tree	M	30		X		M	X
● <u>Koelreuteria elegans</u>	Formosan Flame Tree / Flamegold	M	25				M	
● <u>Koelreuteria paniculata</u>	Goldenrain Tree	M	30		X		M	X
● <u>Lagerstroemia indica x L. fauri clones</u>	Crape Myrtle	S	20		X		M	X
● <u>Laurus nobilis</u>	Grecian Laurel	M	25	X			S	X
<u>Liriodendron tulipifera</u>	Tulip Tree	L	30		X		F	
<u>Magnolia grandiflora</u>	Southern Magnolia	L	30		X		M	X
● <u>Malus</u>	Flowering Crabapple, 'Snowdrift', 'Golden Raindrops'	S	20		X		M	
● <u>Malus arnoldiana</u>	Arnold Crabapple	S	20		X		M	X
● <u>Metasequoia glyptostroboides</u>	Dawn Redwood	L	25				M	
● <u>Olea europaea</u>	Fruitless Olive, 'Swan Hill'	M	25	X			S	X
● <u>Pinus canariensis</u>	Canary Island Pine	L	30	X			F	X
<u>Pistacia chinensis</u>	Chinese Pistache - Fruitless Varieties Only, 'Keith Davey' (male clones)	L	30				M	X

<u>Pistacia chinensis</u>	Chinese Pistache - Fruitless Varieties Only, 'Pearl Street', 'Red Push' (male clones)	L	30				M	X
<u>Platanus acerifolia</u>	London Plane, 'Bloodgood'	L	35				M	X
<u>Platanus acerifolia</u>	London Plane, 'Yarwood'	L	35				M	X
● <u>Platanus orientalis</u>	Oriental Plane	L	35				M	X
<u>Platanus x hispanica</u>	London Plane, 'Columbia'	L	30				M	X
● <u>Prosopis alba</u>	Colorado Mesquite, 'Colorado'	M	25	X		X	M	
● <u>Pyrus calleryana</u>	Pear, 'Trinity' and 'Chanticleer'	M	20		X		F	
<u>Quercus agrifolia</u>	Coast Live Oak	L	35	X		X	M	X
● <u>Quercus buckleyi</u>	Texas Red Oak	L	35			X	M	X
<u>Quercus douglasii</u>	Blue Oak	L	35			X	S	X
● <u>Quercus frainetto</u>	Oak, 'Forest Green'	M	35			X	M	X
● <u>Quercus ilex</u>	Holly Oak	L	35	X			M	
<u>Quercus lobata</u>	Valley Oak	L	35			X	M	X
<u>Quercus robur</u>	English Oak	L	35				M	X
● <u>Quercus shumardii</u>	Shumard Red Oak	L	35			X	M	X
<u>Quercus suber</u>	Cork Oak	L	35	X		X	M	X
● <u>Quercus virginiana</u>	Southern Live Oak	L	35	X			M	
<u>Quercus wislizenii</u>	Interior Live Oak	L	35	X		X	M	X
● <u>Sequoia sempervirens</u>	Coast Redwood	L	25	X			F	X
<u>Syringa reticulata</u>	Ivory Silk Japanese Tree Lilac	M	20		X		M	
<u>Taxodium distichum</u>	Montezuma Bald Cypress	L	30				M	X
<u>Tilia cordata</u>	Littleleaf Linden	M	30				M	X
● <u>Ulmus parvifolia</u>	Chinese Elm, Upright Varieties, 'Athena', 'Allee'	L	30				F	X
<u>Ulmus wilsoniana</u>	Hybrid Elms, 'Frontier', 'Prospector', 'Accolade', 'Pioneer'	M	25				M	X
● <u>Vitex agnus-castus</u>	Chaste Tree	S	20		X	X	S	X
● <u>Xylosma congestum</u>	Shiny Xylosma	S	20	X			F	
<u>Zelkova serrata</u>	Zelkova, Green Vase, Utility cut	L	35			X	M	X

Crown Diameter:

If the sun were directly above the tree, the crown diameter would be the width of the shade pattern. Estimate at full growth (about 15 years).

Size (small, medium, large):

Estimated height at maturity. May vary due to soil, climate, and other growing conditions.

Small = 15 to 25 feet

Medium = 25 to 40 feet

Large = More than 40 feet

Growth Rate (slow, moderate, fast)

Estimated growth rate per year. May vary due to soil climate, and other growing conditions.

Slow = 18 inches or less

Moderate = 18 to 30 inches

Fast = More than 30 inches

Street Tree:

Trees not marked Street Tree should not be planted in parkways or street easements.

● = Removed

CITY OF WINTERS

MASTER STREET TREE LIST

Larger - 40 feet or larger

Botanical Name Common Name

Evergreen	Flowers	Drought Resistant	Growth Rate			Tree Spacing
			Fast	Moderate	Slow	
			F			30 ft.
			M			"
X			F			"
			M			"
			F			"
			M			"
	X		F			"
	X		M			"
			M			"
			F			"
X		X	M			"
		X	M			"
		X	M			"
X			M			"
X		X	M			"
	X	X	F			"
X			F			"
			M			"

* Variety - Bloodgood, Yarwood.

CITY OF WINTERS

MASTER STREET TREE LIST

Medium - to 40 feet

		Evergreen	Flowers	Drought Resistant	Growth Rate Fast Moderate Slow	Tree Spacing
Botanical Name	Common Name					
Acer buergeranum	Trident Maple				M	25 ft.
Acer rubrum	Red Maple				M	"
Brachychiton populneus	Bottle Tree	X			M	"
Carpinus betulus	European Hornbeam				M	"
Celtris australis	Hackberry				M	"
Fraxinus oxycarpa	Raywood Ash				F	"
Mayrenus boaria	Chile Mayten	X			S	"
Melia umbraculiformis	Texas Umbrella			X	F	"
Schinus molle	California Pepper	X		X	M	"
Tilia Cordata	Little Leaf Linden				M	"

MAYOR:
Dan Martinez
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Steven C. Godden



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Margaret Dozier
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

RESIDENTIAL TREE REBATE PROGRAM

Thank you for your interest in the City of Winters Residential Tree Rebate Program. The purpose of this rebate program is to encourage the planting of trees throughout our residential areas by refunding the purchase price of new trees.

It is recognized that the planting of trees and preservation of trees enhance the natural scenic beauty of the city. Trees provide shade for more pleasant summertime living, savings on electrical bills and to cool hot streets and sidewalks. Their leaves filter harmful carbon dioxide from the air and replace it with life-giving oxygen. Trees provide shelter for pets, muffles noise and provides privacy. Overall, they increase property values, add beauty and grace to our community and become a priceless heritage for future generations.

Enclosed you will find:

- ◆ City of Winters Approved Master Tree List
- ◆ City of Winters Standard Details – Tree Planting Detail
- ◆ City of Winters Standard Details – Tree Planting Detail with Root Barrier
- ◆ Rebate Program Conditions and Applications

Participation in the Planting Program is easy. After you have reviewed the program information and if you decide to participate, all you have to do is:

1. Choose a tree. Use the information on the Master List to decide which tree works best for you particular needs.
2. Buy your tree. Be sure to keep your receipt from the purchase. You must send it in with your rebate application.
3. Plant your tree. Refer to the Planting and Staking Detail for our suggested planting method. Trees must be planted in front yard, within 10 feet of the sidewalk rear edge(closest to the home). Parkways trees are also permitted provided special planting methods are implemented. Parkway is the area between the curb and the sidewalk. **Property owners are responsible for maintenance of trees.**
4. Complete the Rebate Application. Return it to Finance Office. Rebate is limited to \$75 per address.

Attached is a list of recommended trees for the Winters area and a general description of their characteristics.

All of the trees on this list have characteristics, which make them desirable trees. All of the trees listed have been selected for their resistance to injurious insects and diseases. The list of trees and the accompanying information about each tree is meant to be used as a guide only.

The height and spread figures are given for trees at maturity. Trees with a rapid growth rate can be expected to grow at least two feet per year; those with a moderate growth rate between one and two feet per year; and those with a slow growth rate will generally grow less than one foot per year.

The user of this list should also keep in mind that there are no perfect trees and no one tree will meet all the needs of a particular area. It is very important that a tree species be selected that will adapt best to the space available both horizontally and vertically while still meeting the aesthetic needs of the area. This is especially true when planting in the parkway area where there is limited planting areas and possible overhead wires.

It is recommended that city-planting guidelines be considered and reviewed prior to selecting a particular tree for planting.

City of Winters

Master Street Tree List

Botanical Name	Common Name	Size	Crown Diameter (FT)	Evergreen	Flowering	Drought Resistant	Growth Rate	Street Tree
<u>Acer buergerianum</u>	Trident Maple	M	30				M	X
<u>Acer campestre</u>	Hedge Maple	S	30				M	X
<u>Acer freemanii</u>	Maple, 'Autumn Blaze'	L	50				M	X
<u>Acer platanoides</u>	Easy Street Maple, 'Ezestre'	M	20				M	
<u>Acer rubrum</u>	Maple, 'October Glory'	M	30				M	X
<u>Acer truncatum x plat.</u>	Pacific / Norwegian Sunset Maple	M	25				M	
<u>Arbutus unedo</u>	Strawberry Tree, 'Marina'	S	20	X	X		M	X
<u>Brachychiton populneus</u>	Bottle Tree	L	60	X	X		M	X
<u>Carpinus betulus</u>	European Hornbeam	M	40				M	X
<u>Cedrus deodara</u>	Deodar Cedar	L	30	X		X	M	X
<u>Celtis australis</u>	European Hackberry	L	35				M	X
<u>Ceratonia siliqua</u>	Carob	M	25	X			M	X
<u>Cercidium x 'Desert Museum'</u>	Desert Museum Palo Verde	M	25	X		X	M	
<u>Cercis reniformis</u>	Redbud, 'Oklahoma'	S	20		X		S	X
<u>Chilopsis linearis</u>	Desert Willow	S	20		X	X	M	X
<u>Cornus controversa</u>	Giant Dogwood	M	30				S	
<u>Diospyros virginiana</u>	Persimmon (male clones)	M	20				M	
<u>Fraxinus americana</u>	White Ash, 'Autumn Purple'	L	35				M	X
<u>Fraxinus americana</u>	White Ash, 'Chicago Regal'	L	35				M	X
<u>Ginkgo biloba</u>	Ginkgo, 'Autumn Gold' (male clones)	L	30				S	X
<u>Gymnocladus dioica</u>	Kentucky Coffee Tree (male clones)	L	30				M	X
<u>Koelreuteria bipinnata</u>	Chinese Flame Tree	M	30		X		M	X
<u>Koelreuteria elegans</u>	Formosan Flame Tree / Flamegold	M	25				M	
<u>Koelreuteria paniculata</u>	Goldenrain Tree	M	30		X		M	X
<u>Lagerstroemia indica x L. fauri clones</u>	Crape Myrtle	S	20		X		M	X
<u>Laurus nobilis</u>	Grecian Laurel	M	25	X			S	X
<u>Liriodendron tulipifera</u>	Tulip Tree	L	30		X		F	
<u>Magnolia grandiflora</u>	Southern Magnolia	L	30		X		M	X
<u>Malus</u>	Flowering Crabapple, 'Snowdrift', 'Golden Raindrops'	S	20		X		M	
<u>Malus arnoldiana</u>	Arnold Crabapple	S	20		X		M	X
<u>Metasequoia glyptostroboides</u>	Dawn Redwood	L	25				M	
<u>Olea europaea</u>	Fruitless Olive, 'Swan Hill'	M	25	X			S	X
<u>Pinus canariensis</u>	Canary Island Pine	L	30	X			F	X
<u>Pistacia chinensis</u>	Chinese Pistache - Fruitless Varieties Only, 'Keith Davey' (male clones)	L	30				M	X

Botanical Name	Common Name	Size	Crown Diameter ft.	Evergreen	Flowering	Drought Resistant	Growth Rate	Street Tree
<u>Pistacia chinensis</u>	Chinese Pistache - Fruitless Varieties Only, 'Pearl Street' 'Red Push' (male clone)	L	30				M	X
<u>Platanus acerifolia</u>	London Plane, 'Bloodgood'	L	35				M	
<u>Platanus acerifolia</u>	London Plane, 'Yarwood'	L	35				M	
<u>Platanus orientalis</u>	Oriental Plane	L	35				M	
<u>Pyrus calleryana</u>	Pear, 'Trinity' and 'Chanticleer'	M	20		X		F	
<u>Quercus agrifolia</u>	Coast Live Oak	L	35	X		X	M	X
<u>Quercus buckleyi</u>	Texas Red Oak	L	35			X	M	X
<u>Quercus douglasii</u>	Blue Oak	L	35			X	M	X
<u>Quercus frainetto</u>	Oak, 'Forest Green'	M	35			X	M	X
<u>Quercus ilex</u>	Holly Oak	L	35	X			M	
<u>Quercus lobata</u>	Valley Oak	L	35			X	M	X
<u>Quercus robur</u>	English Oak	L	35				M	X
<u>Quercus shumardii</u>	Shumard Red Oak	L	35			X	M	X
<u>Quercus suber</u>	Cork Oak	L	35	X		X	M	X
<u>Quercus virginiana</u>	Southern Live Oak	L	35	X			M	
<u>Quercus wislizenii</u>	Interior Live Oak	L	35	X		X	M	X
<u>Robinia ambigua</u>	Locust, 'Purple Robe'	L	30		X	X	F	X
<u>Sapinum sebiferum</u>	Chinese Tallow	L	30				F	
<u>Sequoia sempervirens</u>	Coast Redwood	L	25	X			F	X
<u>Tilia cordata</u>	Littleleaf Linden	M	30				M	X
<u>Ulmus parvifolia</u>	Chinese Elm, Upright Varieties, 'Athena', 'Allee'	L	30				F	X
<u>Ulmus wilsoniana</u>	Hybrid Elms, 'Frontier', 'Prospector'	M	25				M	X
<u>Vitex agnus-castus</u>	Chaste Tree	S	20		X	X	S	X
<u>Zelkova serrata</u>	Zelkova, Green Vase	L	35			X	M	X

Definitions:

Crown Diameter:

If the sun were directly above the tree, the crown diameter would be the width of the shade pattern. Estimate at full growth (about 15 years).

Size (small, medium, large):

Estimated height at maturity. May vary due to soil, climate, and other growing conditions.

Small = 15 to 25 feet

Medium = 25 to 40 feet

Large = More than 40 feet

Growth Rate (slow, moderate, fast)

Estimated growth rate per year. May vary due to soil climate, and other growing conditions.

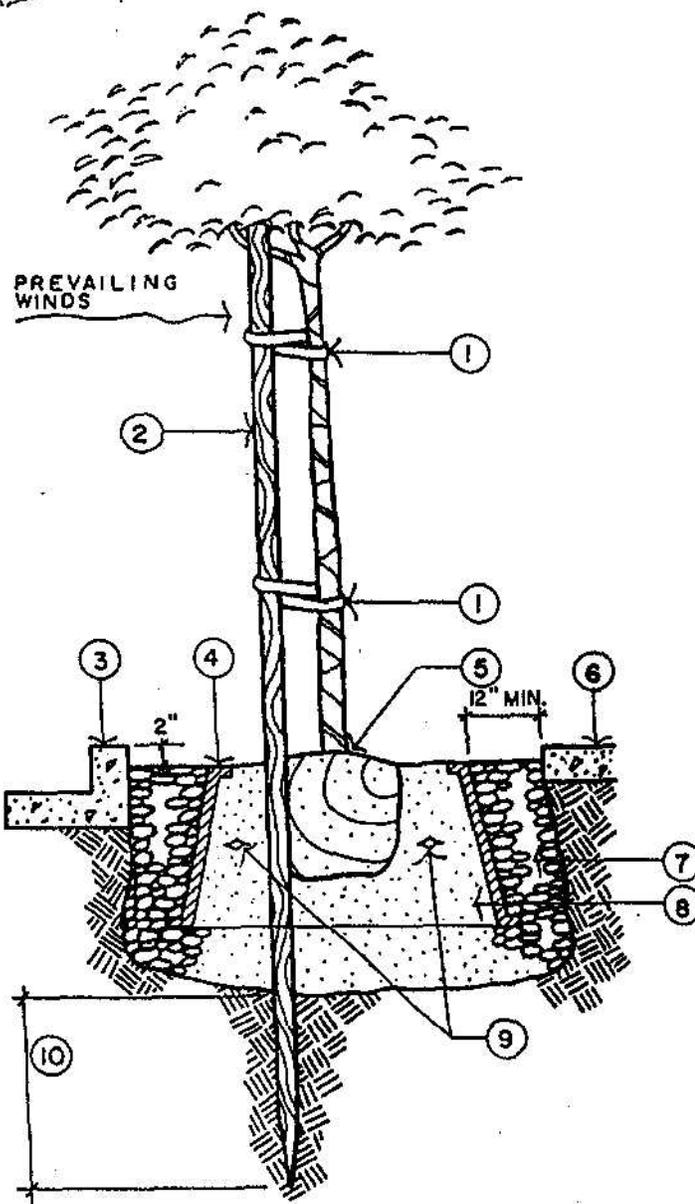
Slow = 18 inches or less

Moderate = 18 to 30 inches

Fast = More than 30 inches

Street Tree:

Trees not marked Street Tree should not be planted in parkways or street easements.



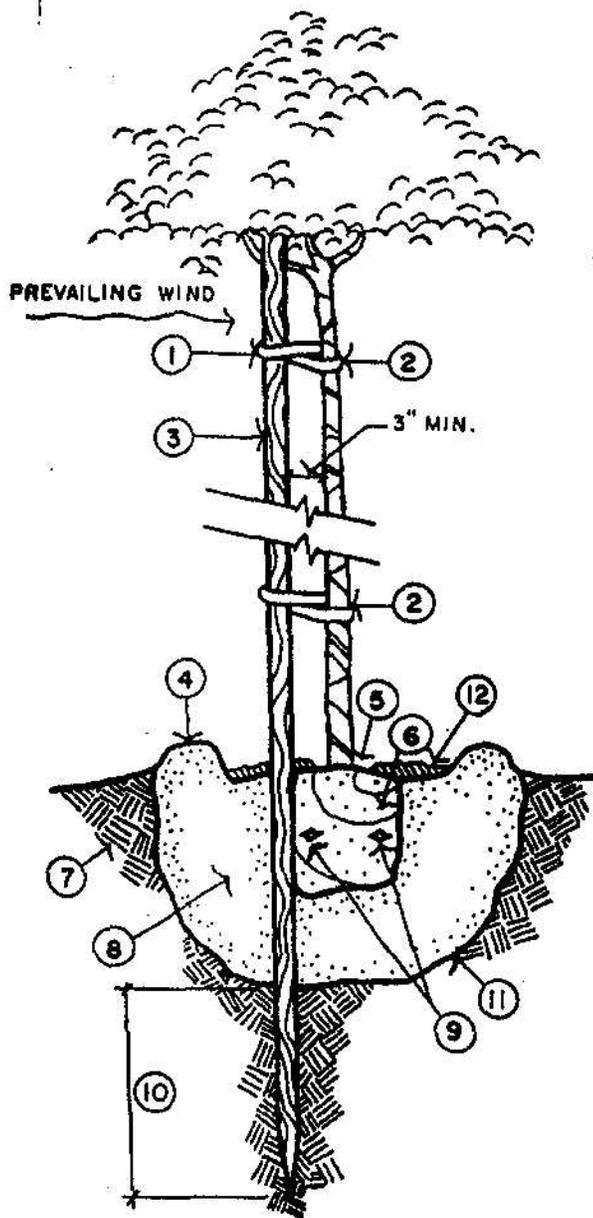
Notes:

1. Attach Tree Tie To Stake With 2 Galvanized Roofing Nails. 1" Wide x 18" Rubber Tree Tie In Figure 8 Pattern; 2 Per Stake.
2. 3" Diameter x 10' Treated Lodgepole Pine Stake. Place On Windward Side Of Tree. Two Stakes Per Tree For Street Trees.
3. Curb and Gutter or Other Paving.
4. Root Control Planter or Barrier by "Deep Root Corp." or Approved Equal.
5. Set Top Of Rootball 1" Above Finish Grade To Allow For Settlement. Keep Mulch 2" Clear.
6. Sidewalk.
7. 3/4" Drain Rock. Backfill All Sides of Deep Root Planter as Shown.
8. Backfill Mix Per Specifications Or Soils Report.
9. Fertilizer Tablets Per Specifications.
10. Drive Stake 1'-0" Minimum Into Undisturbed Subsoil.
11. Planting Hole Shall Be Twice Diameter And Twice The Depth Of The Rootball. Scarify Sides And Bottom Of Hole.
12. Root Barrier Required For Street Trees In Planter Strip(s).

CITY OF WINTERS

Standard Details
**Tree Planting Detail
 with Root Barrier**

L-1b



Notes:

1. Attach Tree Tie To Stake With 2 Galvanized Roofing Nails.
2. 1" Wide X 18" Rubber Tree Tie In Figure 8 Pattern; 2 Per Tree.
3. 3" Diameter X 10' Treated Lodgepole Pine Stake. Place On Windward Side Of Tree. Two Stakes Per Tree For Street Trees.
4. Temporary Watering Basin: 4" High Berm X Minimum 3' Diameter. (Not Used In Turf Areas).
5. Set Top Of Rootball 2" Above Finish Grade To Allow For Settlement. Keep Mulch 2" Clear.
6. Well Developed Tree Rootball.
7. Native Soil.
8. Backfill Mix Per Specifications Or Soils Report.
9. Fertilizer Tablets Per Specifications.
10. Drive Stake 1'-0" Minimum Into Undisturbed Subsoil.
11. Planting Hole Shall Be Twice Diameter And Twice The Depth Of The Rootball. Scarify Sides And Bottom Of Hole.
12. 2" Depth Shredded Redwood Or Cedar Bark Mulch.
13. Root Barrier Required For Street Trees In Planter Strip(s).

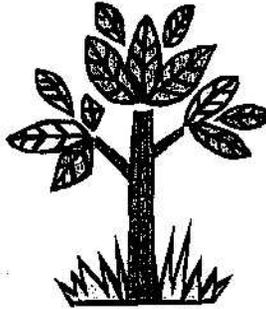
CITY OF WINTERS

Standard Details
Tree Planting Detail

L-1a

**CITY OF WINTERS
RESIDENTIAL TREE REBATE PROGRAM**

The City of Winters is offering tree rebates to encourage the planting of trees in residential areas. The City will reimburse the purchase price of the tree(s) up to \$75 per address.



➔ **REBATE CONDITIONS. Please read carefully.**

1. Tree(s) must be on the **Approved Master Tree List** and a minimum size of five (5) gallons.
2. Tree(s) must be planted in **front yard** within 10 feet of sidewalk edge (edge closest to the home) of residential lot. Trees planted in the parkway must use a root barrier. Parkway is the area between the curb and the sidewalk. We recommend using the City of Winters planting guidelines to avoid conflicts with utility lines, concrete work and other landscaping. **IMPORTANT NOTE:** The property owner will be responsible for all future tree maintenance.
3. Maximum rebate allowed is **\$75 per address.**
4. **Original** sales receipt must be included with rebate application as proof of purchase.
5. Tenants who wish to participate should contact their property owner/manager prior to purchasing and planting tree(s). The city will verify property owner consent before rebate is issued.
6. Complete and return **Rebate Application** to:

City of Winters
Attn: Finance Office
318 First Street
Winters, CA 95694



All residents who comply with the conditions listed above will receive a rebate from the City of Winters. If you have any questions please contact the Finance Office at 795-4910 ext. 103.

**CITY OF WINTERS
TREE REBATE APPLICATION**

Please print

1. Name of Property Owner

2. Daytime telephone number:

3. Mailing Address (please include street and city)

4. Name of Applicant:

5. Daytime telephone number:

6. Address where tree planted:

7. Tree type:

8. Attach Original of Receipt for Purchase

*****CITY USE ONLY*****

Tree planted in front yard. Tree planted in Parkway.

By: _____, City of Winters, Public Works Department

Property owner confirmation, if applicable. Original receipt attached.

Comments: _____

Signature, Finance Office

Date

Check No. _____

Mailed on _____



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: February 7, 2006

THROUGH: John W. Donlevy, Jr. – City Manager *JWD*

FROM: Carol Scianna – Recycling Coordinator *CS*

SUBJECT: Approval of consultant service agreement with R3 Consulting Group, Inc. in the amount of \$29,960.00 to assist in the procurement of solid waste collection and disposal services for the City.

RECOMMENDATION: Staff recommends that the City Council receive the staff report and approve the consultant services agreement with R3 Consulting Group in the amount of \$29,960.00 to assist in the procurement of solid waste collection and disposal services for the City.

BACKGROUND: The City Council directed staff to begin the process of going to bid for the City's Waste Collection and Disposal contract. After circulating requests for qualifications and meeting with consultants, staff has decided that the firm of R3 Consulting Group would be the best choice to assist the City through this process. Requests were sent to four firms and the City received one proposal. Staff also received positive recommendations regarding R3 Consulting from other cities.

ALTERNATIVE: The City Council may elect to not approve the consultant services agreement.

FISCAL IMPACT: The fee for consultant services will be \$29,960.00, as per the City Council request we plan to seek reimbursement for all costs associated with the bidding/selection process by the vendor selected as our new waste provider.

ATTACHMENTS:
R3 Proposal for Services
Consultant Services Agreement

MAYOR:
Dan Martinez
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Steven C. Godden



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Margaret Dozier
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of February 7, 2006 by and between the City of Winters ("the CITY") and R3 Consulting Group, Inc "(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 January 24, 2006 Consultant shall provide said services at the time, place, and in the manner specified by the City Manager and Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed dollars \$29,960.00 without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

EXHIBIT "C"

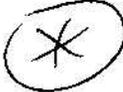
GENERAL PROVISIONS

(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 insureds 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 insureds will be called upon to cover a loss covered thereunder; and (4) insurance shall be provided by an, at least, A-7 rated company. The form of said endorsements(s) shall be supplied by the City.
- (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 _____ upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the _____ prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with the _____ concurrent with the

execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

(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.

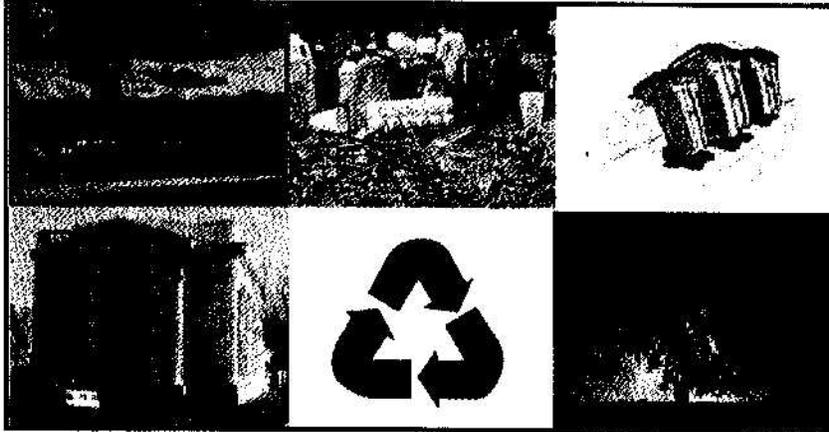
The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

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.

Qualifications for Consulting Services



Procurement of Solid Waste Collection and Disposal Services

Submitted to
The City of Winters

January 24, 2006

The City of Winters

Procurement of Solid Waste Collection and Disposal Services

Cover Letter

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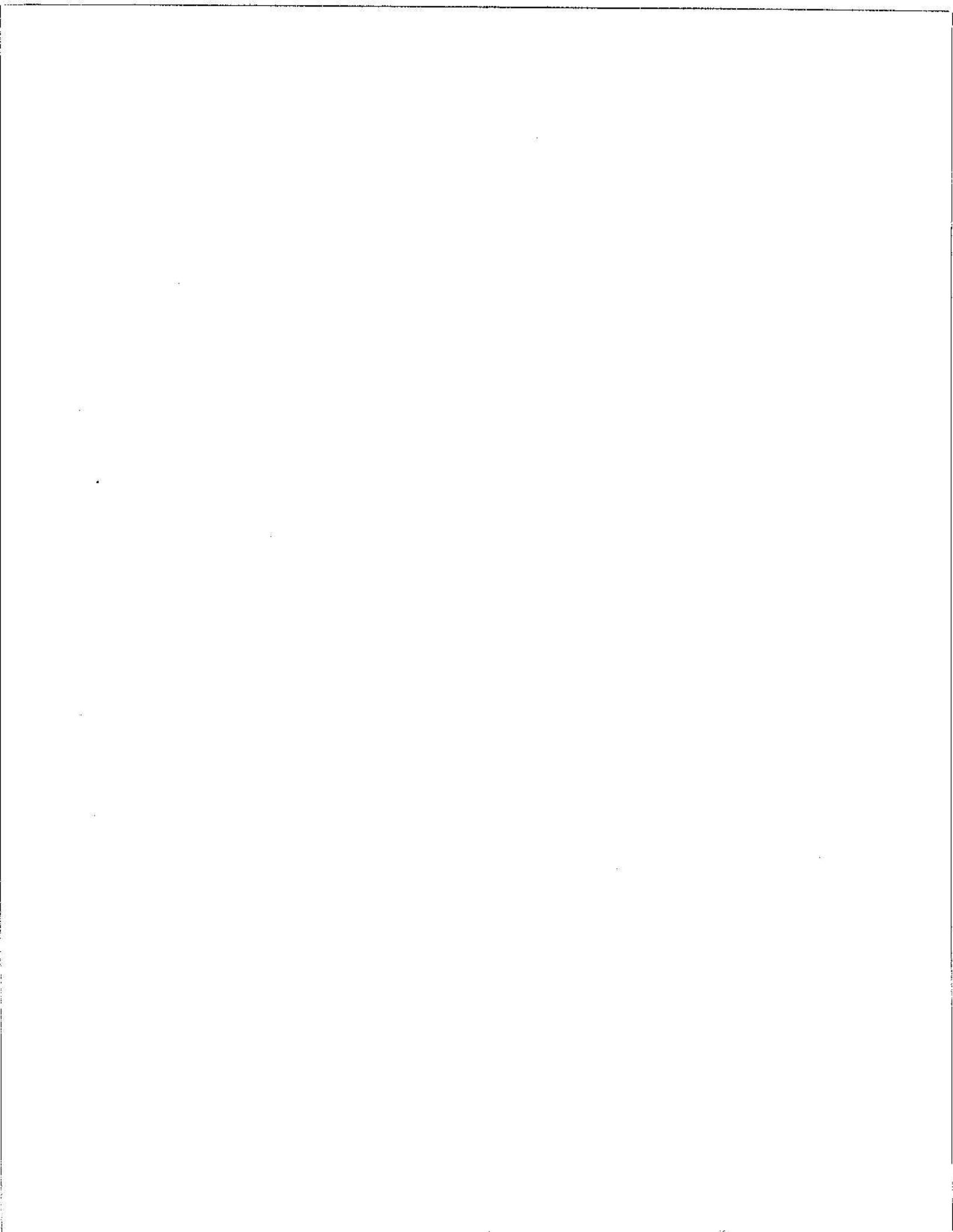
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R3



Section 1

Firm Information

R3 Consulting Group, Inc. ("R3") specializes in management consulting services for solid waste and water / wastewater utilities. We provide a range of services to our municipal clients, including competitive procurement of collection, processing and disposal services; development, implementation and monitoring of service contracts and franchise agreements; rate reviews and cost-of-service studies; financial and technical analysis of programmatic and policy alternatives; operational reviews and performance assessments; and management studies and compliance audits.

R3 was incorporated in California in 2002 and maintains its corporate office in Sacramento, California. We can be contacted at:

R3 Consulting Group, Inc.
 4811 Chippendale Drive, Suite 902
 Sacramento, CA 95841
 Phone: 916-576-0306
 Facsimile: 916-331-9600

Resources, Responsibility and Respect – these are the guiding principles of R3 Consulting Group. Our mission is to assist municipal clients in identifying challenges, evaluating alternatives, and implementing cost-effective, environmentally sound and "community-friendly" solutions. For more than 30 years, R3 team members have assisted municipal clients to implement a variety of programs, services and facilities.



Firm Qualifications

RFP Preparation and Management and Financial Analysis	
ACWMA, CA	Rancho Cordova, CA
Alameda, CA	Rancho Murieta CSD, CA
Albuquerque, NM	Rancho Palos Verdes, CA
Barlett, TN	Redlands, CA
Bradbury, CA	Redwood City, CA
CCCSWA, CA	Rolling Hills Estates, CA
Citrus Heights, CA	Sacramento County, CA
Clovis, CA	Sacramento, CA
Colton, CA	San Anselmo, CA
Douglas County, NV	San Bernardino County, CA
Duarte, CA	San Bernardino, CA
Dublin, CA	San Francisco, CA
El Cerrito, CA	San Gabriel, CA
El Dorado County, CA	San Jose, CA
Irwindale, CA	San Leandro, CA
Lexington County, SC	Santa Barbara County, CA
Livermore, CA	Santa Cruz County, CA
Manteca, CA	Santa Rosa, CA
Maricopa County, AZ	SBWMA, CA
Memphis, TN	Scottsdale, AZ
Millbrae, CA	South Kingstown, RI
Monrovia, CA	South Pasadena, CA
Montebello, CA	Tucson, AZ
Monterey County, CA	Union City, CA
Norfolk, VA	Upland, CA
Oakland, CA	Vallejo, CA
Oxnard, CA	Waco, TX
Phoenix, AZ	WCCIMWA, CA
Pleasanton, CA	West Columbia, SC
Puerto Rico	Windsor, CA

Solid Waste Planning and Operations		
Calaveras County, CA	Monrovia, CA	Santa Cruz County, CA
Citrus Heights, CA	Monterey County, CA	Scottsdale, AZ
Contra Costa County, CA	Oakland, CA	Seminole County, FL
Dana Point, CA	Phoenix, AZ	State of Arizona
Laguna Beach, CA	Rancho Cordova, CA	State of California
Laguna Niguel, CA	Sacramento County, CA	State of New Mexico
Los Angeles County, CA	Sacramento, CA	Tucson, AZ
Manteca, CA	San Bernardino, CA	Tustin, CA
Marin County, CA	San Clemente, CA	U.S. Navy, San Diego
Mission Viejo, CA	San Jose, CA	

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Firm Qualifications

Practice Areas

PROCUREMENT ASSISTANCE SERVICES

R3 provides a range of procurement assistance services for our municipal clients, ranging from assisting jurisdictions with "sole-source" negotiations with an existing service provider to managing all aspects of a competitive procurement process for refuse collection, recycling, processing and disposal services. We typically provide "full-service" procurement assistance, meaning that we work closely with our client staff on all aspects of a competitive procurement project. R3 first works with staff and community members to develop the scope and design of programs, facilities and services. Once this is complete, R3 prepares the Request for Proposals package, drafts the franchise agreement or operating contract, conducts pre-proposal meetings with potential contractors and written responses to questions, assists the evaluation team with proposal evaluations, and prepares staff reports and presentations to support the committee recommendations. Finally, we typically prepare and conduct workshops and community forums to solicit direct input on program design from residents, business groups, and elected officials.

Our procurement services include the following:

- Development and evaluation of policy and programmatic alternatives that meet the specific needs of the community;
- Design of performance standards, incentives and penalties related to Contractor performance;
- Development of an annual adjustment mechanism to the Contractor compensation and user rates and fees;
- Preparation and distribution of the Request for Proposals package, including the franchise agreement and operating contracts;
- Assistance with the technical and financial evaluation of proposals; and
- Negotiation, development and monitoring of contracts and franchise agreements.

FINANCIAL AND RATE ANALYSIS

R3 staff members have broad experience in performing financial and rate structure analysis projects for municipalities, public utilities and regional authorities. As a result, we provide our

R3

Firm Qualifications

clients with the financial information and comparative analysis required to make sound, informed decisions. In addition, our understanding of the fundamental challenge of local governments to balance complex services and programs with the realities of budget constraints allows us to provide effective and meaningful financial consulting services to our clients. Finally, our primary goal on financial and rate analysis projects is to strike a balance of representing the interests of our municipal clients with ensuring that the contractor(s) are compensated fairly and in accordance with the terms of their Contract.

Our financial and rate analysis services typically include the following:

- Rate audits and rate structure analysis;
- Cost-of-service and revenue requirement studies;
- Financial modeling and analysis of funding alternatives;
- Development of refuse vehicle impact fees;
- Audits of billing systems and franchise fee payments; and
- Budgeting and long-term financial planning.

OPERATIONS AND PERFORMANCE REVIEWS

R3 staff has extensive experience both operating and evaluating solid waste management systems, and we use that experience to assist our clients with the review and analysis of both municipally operated and franchised solid waste operations. We understand the challenges associated with operating municipal systems, as well as administering franchised solid waste services. In either case, we strive to generate meaningful recommendations based on documented analysis with a focus on opportunities to improve safety and customer service, increase productivity and reduce costs.

Our operations and performance review services include the following:

- Review of Contract compliance by a private operator;
- "Time and motion" analysis of collection and transfer operations;
- Development of "target-productivity" standards and performance enhancement strategies;
- Analysis of vehicle routing systems;

R3

Firm Qualifications

- Review customer service and billing functions; and
- Development of "performance benchmarking" metrics to measure system performance and improvements.

MANAGEMENT CONSULTING

R3 provides management consulting services to public agencies and local governments charged with implementation of business practices and public/private partnerships. The primary objective of our management consulting service is to maximize our clients return on the investment of financial and human resources. R3's management consulting practice provides objective assessments geared towards helping our clients arrive at effective business decisions in a timely and informed manner.

Our management consulting services include the following:

- Strategic and long-range planning services;
- Organizational design and information flow analysis;
- Management audits and "process-mapping" exercises;
- Consensus building and decision-making techniques;
- Allocation of resources to meet stated objectives;
- Tracking and monitoring of performance metrics; and
- Information system assessments and design.

SOLID WASTE PLANNING

R3 staff have designed and implemented numerous solid waste collection, recycling, composting and disposal programs and facilities for cities, counties and regional authorities in California and throughout the United States. R3 emphasizes the creation of technically and financially sound solutions that can be effectively implemented and maintained over the long-term. Our broad experience has allowed R3 to address a variety of issues that typically confront our municipal clients during the implementation of programs and facilities, including regulatory compliance, community outreach and public education, land-use planning and permitting, inter-jurisdictional coordination, AB 939 planning requirements and diversion mandates, labor issues and customer service and billing functions.

Our solid waste management planning services include the following:

The logo for R3, consisting of the letters 'R' and '3' in a stylized, handwritten font.

Firm Qualifications

- Evaluation, design and implementation of collection, processing, marketing and disposal programs and facilities;
- Design and implementation of public education and outreach programs, community workshops and public opinion surveys;
- Development of local ordinances to support contract requirements and new programs, including Construction and Demolition ordinances;
- Preparation and adoption of AB 939 planning documents, including SRRE's and HHWE's, new base-year studies and annual reports ; and

R3 Provides Solutions

We are committed to completing our work assignments in an objective and comprehensive manner. By following this principal, our work products result in the best combination of programs and price that best meets the needs of the customer and our public sector clients. ***As a result of a recent competitive procurement project completed by R3, one San Francisco Bay Area community will receive an additional \$750,000 in franchise fee payments over the contract term, customer rates were reduced by over 20%, and diversion was increased from 37% to over 50%.***

Conflict of Interest

R3 understands the sensitive nature of conducting competitive procurement projects for public agencies. We are strongly committed to providing our clients with unbiased opinions and recommendations. Accordingly, R3 only provides services to public agencies. ***R3 does not have any relationship and/or employment agreement with any private waste haulers, and R3 does not provide services to any private waste haulers.***

Project Summary Table

The following summary table cross-references the services that R3 team members have provided for public agencies over the past 30 years. This is followed by project descriptions of selected projects.

R3

Firm Qualifications

	Financial & Rate Analysis	Procurement Services	Operations & Performance Review	Management Consulting	Solid Waste Planning
Alameda County Waste Management Authority, CA	✓	☐	✓	☐	✓
Albuquerque, NM	☐	☐	☐	☐	✓
Amador County, CA	✓	☐	☐	✓	☐
Arlington, TX	✓	☐	☐	✓	☐
Atherton, CA	✓	☐	☐	☐	☐
Bell Gardens, CA	✓	☐	✓	✓	☐
Belmont, CA	✓	☐	☐	☐	☐
Bradbury, CA	✓	✓	✓	☐	☐
Brevard County, FL	✓	✓	☐	✓	☐
Burlingame, CA	✓	☐	☐	☐	☐
Central Contra Costa County Solid Waste Authority, CA	✓	☐	☐	☐	☐
Citrus Heights, CA	✓	✓	✓	☐	☐
CIWMB					✓
Clayton, CA	☐	☐	☐	☐	✓
Globe, CA	✓	☐	☐	☐	☐
Colton, CA			✓	✓	
Cooper City, FL	✓	✓	☐	☐	✓
Dania Beach, FL	✓	✓	☐	☐	✓
Deerfield Beach, FL	✓	✓	☐	☐	✓
Douglas County, NV	✓	✓	☐	☐	✓
Duane, CA	✓	✓	✓	☐	✓
Dublin, CA	✓	✓	✓	☐	✓
East Palo Alto, CA	✓	☐	☐	☐	☐
El Cerrito, CA	✓	☐	☐	☐	☐
El Dorado County, CA	✓	✓	✓	☐	✓
El Dorado Hills Community Services District, CA	✓	☐	☐	☐	☐
Elk Grove, CA	✓	✓	☐	☐	✓
Folsom, CA	✓		✓	✓	✓
Foster City, CA	✓	☐	☐	☐	☐
Garden Grove, CA	✓	☐	✓	✓	✓
Gilbert, AZ	☐	☐	✓	☐	
Guam EPA	☐	☐	☐	☐	✓
Hillsborough, CA	✓	☐	☐	☐	☐
Inwindale, CA	✓	✓	✓	☐	✓
Kansas City, MO	✓	✓	✓	☐	
Laguna Niguel, CA					✓

R3

Firm Qualifications

	Financial & Rate Analysis	Procurement Services	Operations & Performance Review	Management Consulting	Solid Waste Planning
Alameda County, FL	✓	✓	✓	✓	□
Lake Forest, CA		✓			
Palmdale, CA	✓	✓	□	□	✓
Los Angeles, CA		□	□	□	✓
San Antonio, TX	✓	✓	✓	□	□
Manteca, CA	✓		✓	✓	✓
Maricopa County, AZ	□	□	✓	□	✓
Marin County, CA	✓	□	✓	✓	✓
Miami County, FL	✓	✓	□	□	✓
Menlo Park, CA	✓	□	□	□	□
Merced, CA	✓		✓		✓
Monrovia, CA	✓	✓	✓	□	✓
Mountain View, CA	✓	✓	□	□	✓
Monterey County, CA	✓	✓	□	□	✓
Moraga, CA	✓		✓		✓
Oakland, CA	✓	□	□	□	□
Orange, CA	✓	□	□	□	✓
Palm Beach County, FL	✓	✓	□	✓	□
Pasadena, CA	✓	✓	✓	✓	✓
Placer County, CA	✓	✓	✓	□	□
Portland, OR	✓	□	✓	□	□
Puerto Rico Infrastructure Finance Authority	✓	✓	✓	✓	
Rancho Cordova, CA	✓	✓	✓	□	✓
Rancho Murieta, CSD, CA	✓	✓			
Rancho Palos Verdes, CA	✓	✓	✓	□	✓
Redlands, CA	✓	✓	□	□	□
Redwood City, CA	✓	□	□	□	□
Rolling Hills Estate, CA	✓	✓	□	✓	□
Sacramento County, CA	✓	✓	✓	✓	✓
Sacramento, CA	✓	✓	✓	□	✓
San Bernardino County, CA	✓	□	✓	✓	✓
San Bernardino, CA	✓	✓	✓	✓	✓
San Carlos, CA	✓	□	□	□	✓
San Clemente, CA					✓
San Gabriel, CA	✓	✓	✓	✓	
San Jose, CA	✓	✓	□	□	✓
San Leandro, CA	✓	□	✓	□	✓
San Mateo County, CA	✓	□	□	□	✓

R3

Firm Qualifications

	Financial & Rate Analysis	Procurement Services	Operations & Performance Review	Management Consulting	Solid Waste Planning
San Mateo, CA	✓	☐	☐	☐	✓
San Rafael, CA	✓	☐	☐	☐	✓
San Ramon	✓	✓			✓
Santa Barbara	✓	✓	✓		
Santa Barbara County, CA	✓	✓	☐	☐	✓
Santa Rosa, CA	✓	✓	✓	☐	✓
Scottsdale, AZ	✓	☐	✓	✓	✓
Seminole County, FL	✓	✓	☐	✓	☐
South Lake Tahoe Basin JPA, CA	✓		✓		
South Pasadena, CA	✓	☐	☐	☐	✓
State of Arizona	✓			✓	✓
State of California	☐	✓	☐	☐	✓
State of New Mexico	☐	☐	☐	☐	✓
Tucson, AZ	✓	✓	✓	☐	✓
Ustin, CA					✓
Upland, CA	✓	✓	☐	☐	✓
US Navy	☐	☐	☐	☐	✓
Windsor, CA	✓	☐	✓	☐	☐

PROJECT DESCRIPTIONS

The following pages include brief descriptions of projects that R3 team members have completed.

R3

The Cities of Citrus Heights and Rancho Cordova engaged R3 to assist on a concurrent Request for Proposals ("RFP") process for residential solid waste collection and recycling services. The Cities had received solid waste services from the County of Sacramento since the late 1960's. After incorporation, both Cities chose to solicit proposals for solid waste services in order to gain local control over the program selection and implementation. The Cities engaged R3 to assist on the project, and developed the following project goals:



- Increase the range of materials accepted in the curbside recycling and bulky waste collection programs to maximize landfill diversion;
- Require the selected hauler to provide solid waste collection and recycling services to City facilities and bus stops at no additional charge;
- Increase the level of Franchise Fees collected during the Contract term; and
- Reduce rates.

R3 recommended that the Cities administer a "Concurrent RFP Process", whereby a single RFP document would be distributed for the two City Service Areas. Under this approach, each City would have the ability to design its own programs and execute Contracts with separate vendors. The primary objectives of the concurrent process were to save on the RFP process administration costs, and to generate a high degree of competition by offering a larger account base.

R3 worked extensively with staff and residents of both Cities to develop the RFP documents, including the procurement instructions, the draft contract language, and the proposal cost and evaluation forms.

R3 Team Members: Ric Hutchinson, Project Manager
Steve Harriman, Analyst

Contacts: Mr. David Wheaton, Citrus Heights
General Services Director
Ms. Kathy Garcia
Senior City Engineer

Project Profiles

Concurrent Solid Waste Procurement Project

Cities of Citrus Heights and Rancho Cordova, CA



Benefits:

- *Cost efficiencies through economies of scale*
- *Increase in number of interested vendors due to larger customer base*
- *Potential for rate reduction due to larger customer base*

R3

Project Profiles

Solid Waste Procurement Services and Solid Waste Ordinances

Rancho Murieta Community Services District, CA



Benefits:

- 30 percent reduction in rates and increased service level
- CSD will receive Franchise Fee from selected hauler
- Increased responsiveness to the needs of the community

R3

The Rancho Murieta Community Services District ("CSD") engaged R3 Consulting Group to administer a full service procurement process for residential solid waste collection and recycling services. The CSD has received residential solid waste and recycling services from the Sacramento County Department of Waste Management and Recycling since the late 1960's.



The primary objective of the CSD Board of Directors in the decision to administer a procurement process was to have a contractual relationship with the solid waste service provider. This will allow the CSD to design collection programs, control service rates, collect a Franchise Fee, and allow the community to give input into the design and selection of new programs.

R3 team members Richard Tagore-Erwin and Steve Harriman conducted a series of workshops to allow the community to provide feedback into the procurement process. The community meetings focused on several important issues, including the following:

- Weekly vs. bi-weekly collection of greenwaste and recyclables;
- The use of alternative fuel vehicles in the collection fleet;
- Responsiveness of the service provider to the needs and requests of the community;
- The size, color and configuration of collection carts;
- Implementation of an "on-call" bulky waste collection program, with each resident allowed to request up to four collection events per year.

Based on results from the proposal, R3 anticipates that the CSD will receive increased service and approximately 30 percent reduction in customer rates. As part of this project, R3 will also prepare a billing system and solid waste ordinances for the CSD to administer.

R3 Team Members: Richard Tagore-Erwin, Project Manager
Steve Harriman, Analyst

Contact: Mr. Ed Crouse
Community Services District Manager

The City of Colton was experiencing severe programmatic and financial problems with its municipally operated solid waste collection system. The City's solid waste enterprise fund was operating at a \$2 million annual deficit, refuse containers were collected manually, and many commercial customers were not properly billed for service.

The first phase of this project focused on evaluating the City's solid waste and recycling operations, including a management analysis of the City's Sanitation and Recycling Division. R3 team member Richard Tagore-Erwin led the project team in determining the capital and operating costs necessary to increase the efficiency of the City's collection system while decreasing the cost to ratepayers. This entailed providing recommendations on routing, collection vehicles and staff utilization, and collection container alternatives. Additional analysis was performed on the potential cost savings to the City if collection operations were privatized.

Several options were presented to the Colton City Council, after which the Council voted to privatize the collection operations. Mr. Tagore-Erwin then prepared a detailed Request for Formal Qualifications and a Request for Formal Proposals, evaluated responses to the procurement documents, and negotiated the franchise agreement.

The project resulted in the following benefits to the City:

- Residential rates decreased by approximately 20 percent, while moving to a fully automated collection system
- Implementation of commercial recycling programs
- The City received a cash payment of approximately \$2.8 million for its outdated collection fleet
- The City receives annual franchise fee revenues of approximately \$700,000.

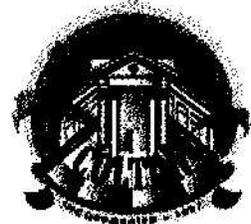
R3 Team Members: Richard Tagore-Erwin, Project Manager

Contact: Mr. Nabar Martinez, City Manager

Project Profiles

Performance Review, Contract Audit and Collection Privatization

City of Colton, CA



Benefits:

- *Decreased all collection rates*
- *Implemented automated collection*
- *The city received over \$10 million in cash, capital investment and franchise fees*

R3

Project Profiles

Solid Waste Collection Procurement and Solid Waste Ordinances

City of Rolling Hills Estates, CA



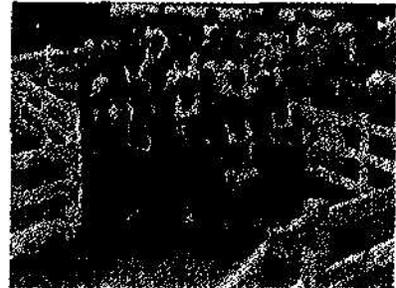
Benefits:

- *Implemented containerized collection*
- *Increased diversion through expanded green waste programs and commingled recycling*
- *Increased revenue to the City by 35 percent while maintaining collection rates*

R3

The City of Rolling Hills Estates is a small community located on the Palos Verdes peninsula in western Los Angeles. The City had historically received unlimited, twice-per-week manual collection of garbage, and weekly collection of recyclables and green waste. The majority of residents live in older homes with mature vegetation, and the City has many large residential lots with horse facilities. Commercial collection was managed through an open, non-franchised system, with multiple haulers competing for accounts within the City.

The City selected R3 to assist with a competitive process to procure solid waste services. R3 worked closely with City staff and residents to address several concerns, including the impact of a shift from unlimited manual collection to containerized, automated collection, and the shift from an open commercial system to an exclusive commercial franchise system. The City staff also had concerns over the level of franchise fees needed to cover the costs of contract administration.



R3 team member Richard Tagore-Erwin led the procurement team in developing the procurement documents for this project. Complexities of the project included:

- Incorporating different program start dates for residential and commercial services,
- Implementing special collection programs for equestrian estates and mixed-use properties, and
- Transitioning from a twice-per-week manual collection system to a contractor provided cart system with unlimited yard waste and single-stream recycling collection.

The project team conducted a series of community workshops to gain direct input from the community, and assisted on the evaluation of the submitted proposals. R3 also prepared the City's new solid waste ordinance to conform to the franchise agreement requirements.

R3 Team Member: Richard Tagore-Erwin, Project Manager

Contact: Mr. Greg Grammer
Administrative Analyst

San Jose utilizes franchise haulers to provide collection of refuse, yard trimmings and recyclables to approximately 200,000 single-family residential units and 85,000 multi-family residential units. The City was interested in administering a competitive procurement process for these services in an effort to reduce program costs and strengthen the franchise agreements. A primary goal of the City in this project was to minimize disruption to the residents throughout the procurement process and hauler transition period.



The City engaged R3 team members Ric Hutchinson and Richard Tagore-Erwin to provide assistance on this project. As part of the Request for Proposals ("RFP") process, Mr. Hutchinson and Mr. Tagore-Erwin met with City staff to develop the initial project plan and clarify the process steps. At the conclusion of the project planning phase, the team members assisted the City in the preparation of the RFP package, including a project description and background, proposal instructions, draft contract language, cost proposal forms and various appendices. The City elected to divide the services into the following Service Types and Service Districts: single-family solid waste and recycling collection services, (3 districts); multi-family solid waste and recycling collection services, (2 districts); and yard trimmings collection and residential street sweeping services, (3 districts). The proposers were allowed to submit cost proposals on any combination of services and districts, however the City determined that it would not award more than two of the three single-family or yard trimmings/street sweeping districts to any one hauler, but would award either one or two of the multi-family districts to a single hauler.

In addition to assisting in the preparation of the RFP documents, Mr. Hutchinson and Mr. Tagore-Erwin were asked to develop an evaluation methodology that would allow the City to determine the service district combinations that would provide the lowest and best service for the City. This competitive procurement process allowed the City to execute agreements with several haulers, allowing the City to save an estimated \$70M over the contract term.

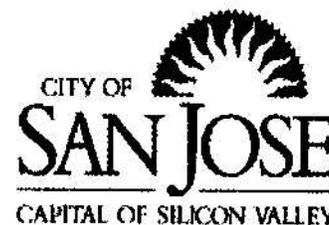
R3 Team Members: Ric Hutchinson, Project Manager
Richard Tagore-Erwin, Analyst

Contact: Ms. Elaine Leung
Solid Waste Program Manager

Project Profiles

Solid Waste and Street Sweeping Procurement Services

City of San Jose, CA



Benefits:

- *Saved city residents approximately \$70M over contract term*
- *Expanded residential and commercial solid waste and recycling programs*

R3

Project Profiles

Solid Waste Franchise Negotiation Services

County of Santa Barbara, CA



Benefits:

- *Implemented uniform franchise agreements for all franchise areas*
- *Gained direct control over haulers' rates*
- *Specified performance and program requirements*

R3

The County of Santa Barbara was interested in facilitating a negotiation process with the five permitted haulers that provide residential and commercial solid waste and recycling services in the unincorporated area of the County. The County's goals at the start of this project included:

- Transition from a permit system to a franchise system
- Implementation of new and expanded recycling programs
- Uniform service levels and programs throughout the County
- Improved accountability and reporting requirements
- Specified performance standards



R3 team member Richard Tagore-Erwin managed the project team to facilitate contract negotiations between the County and the haulers. The project included preparing a detailed negotiation package to submit to the County's five haulers, evaluating the haulers' responses to the negotiation

documents, assessing the technical and financial feasibility of the proposed collection programs, and assisting the County in contract negotiations.

In addition, Mr. Tagore-Erwin performed an in-depth analysis of the proposed rate schedules for residential and commercial collection programs. This included a comparison of the proposed rates with those in other jurisdictions with similar programs, and providing recommendations to the County regarding potential changes in service, insurance and/or bond requirements, and waste diversion guarantees that could further reduce collection rates.

R3 Team Members: Richard Tagore-Erwin, Project Manager

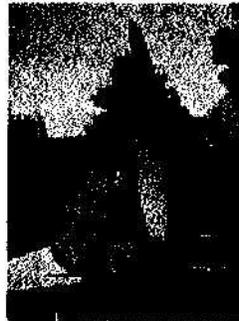
Contact: Ms. Leslie Wells
Materials Collections Manager



The City of Santa Rosa had been utilizing the same solid waste hauler for residential and commercial collection services for approximately fifty years. The City was interested in soliciting proposals for solid waste and recycling services from a single hauler, and concurrently implementing significant changes to the collection programs. The City's project goals included:

- Conversion of the curbside recycling program from multi-bin to an automated, single stream program
- Increase yard waste collection service from every other week to weekly
- Include multi-family and commercial recycling services in the basic collection service rate
- Reduce all residential and commercial rates

R3 team members Ric Hutchinson and Richard Tagore-Erwin were selected to provide consulting services to the City in the development, drafting and advertisement of a solid waste collection proposal package for the City. As part of these services, Mr. Hutchinson and Mr. Tagore-Erwin developed the procurement documents, including the procurement instructions, the draft contract language, and the proposal cost and evaluation forms. In addition, they facilitated the mandatory pre-proposal meeting, provided assistance in the preparation of responses to questions, assisted in the evaluation of the cost proposals, and prepared contract award recommendations. Finally, they assisted the City in negotiating the final contract terms and conditions, and presented the recommendations to the Board at the award hearing.



This project resulted in a decrease in residential and commercial rates, as well as implementation of new and expanded recycling programs.

R3 Team Members: Richard Tagore-Erwin, Project Manager
 Ric Hutchinson, Analyst
 Steve Harriman, Analyst

Contact: Mr. Marc Richardson
 Assistant City Manager

Project Profiles

Solid Waste Procurement Services

Santa Rosa, CA



Benefits:

- *All residential and commercial rates decreased*
- *Residential and commercial service level increased*
- *Single stream recycling was initiated*
- *Recycling services were integrated into the basic commercial and multi-family collection programs*

R3

Project Profiles

Solid Waste Procurement Services

City of Upland, CA



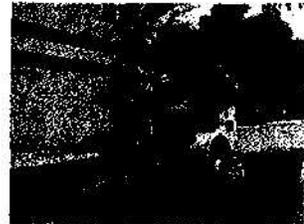
Benefits

- *Reduced rates*
- *Implemented single-stream recycling program*
- *Implemented "no-charge" commercial recycling program*
- *Retired the refuse enterprise fund debt*

R3

R3 team member Richard Tagore-Erwin was engaged by the City of Upland to administer a procurement process for residential and commercial collection programs. Among the City's goals for this project were to implement improvements to the billing system, recover the City's accrued refuse fund debt, and implement new and revised recycling programs.

The initial project phase focused on the development of the procurement strategy and corresponding RFP documents. The City wished to administer a very efficient and "open" procurement process, as the City's prior service provider purchased the franchise from Western Waste Industries with little public review or comment. The RFP documents developed by Mr. Tagore-Erwin therefore clearly specified the evaluation process and selection criteria, the acceptable methods for proposers to communicate with the City, and the role of the City Council in the selection process.



The City elected to use a "double-blind" evaluation process, whereby the evaluation team provided "raw" scores for each evaluation criterion on each proposal, and an independent team assigned a weighting factor to each criterion. The result of the completed evaluation process was presented to City Council without ex-parte lobbying by the proposers.

The project also included a financial evaluation of the City's refuse enterprise fund and customer billing functions, and a series of public workshops to allow City residents to participate in the scoping and definition of proposed programs.

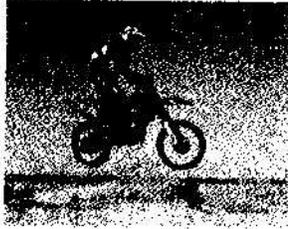
Highlights of the project included:

- Decreased residential rates by 17%
- Implemented single-stream recycling
- Retired the City's accrued enterprise fund debt of \$2 million

R3 Team Members: Richard Tagore-Erwin, Project Manager

Contact: Ms. Roberta Knighten, Management Analyst

The Cities of Bradbury and Duarte are relatively small communities located in the San Gabriel Valley, east of Los Angeles. The Cities were completing long-term franchise agreements with a local service provider and wished to conduct a competitive procurement. In order to gain greater leverage and take advantage of economies of scale, the City elected to participate in a multi-jurisdictional procurement process.



R3 team member Richard Tagore-Erwin led the procurement team in developing the procurement documents for this project. Complexities of the project included incorporating different program start dates, negotiating special rates for senior citizens, and implementing special collection programs for equestrian estates and mixed-use properties. In addition, the project included transitioning from a manual collection system to an automated, three-can system with yard waste and single-stream recycling collection programs.



The project team prepared and issued a detailed Request for Formal Qualifications and a Request for Formal Proposals. Twelve proposals were received and evaluated, with four companies being short-listed.

The evaluation team led by Mr. Tagore-Erwin conducted on-site reviews of the short-listed companies' processing facilities, maintenance yards, and customer service procedures. At the conclusion of the evaluation, simultaneous negotiations were conducted with the two top ranked companies, and a final franchise agreement was prepared for each City.

This project resulted in the following benefits:

- Rates for the Cities' residential and commercial customers decreased by between 5 - 42 percent.
- All rates were frozen for two years.
- Rate increases are limited to CPI adjustments.

R3 Team Member: Richard Tagore-Erwin, Project Manager

Contact: Mr. Mike Yelton
Assistant City Manager

Project Profiles

Multi-jurisdictional Solid Waste Collection Procurement

Cities of Bradbury and Duarte, CA



Benefits

- *Implemented automated collection*
- *Increased recycling to over 50%*
- *Decreased collection rates*

R3

Project Profiles

Procurement of Residential and Commercial Solid Waste Services

Development of C&D Franchise and Ordinance

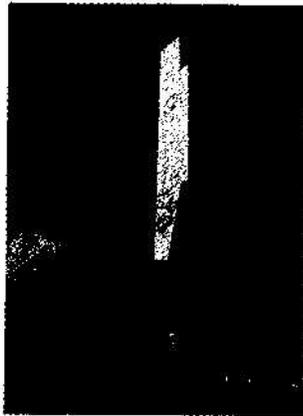
City of Dublin, CA



Benefits:

- *Separate collection and disposal contracts*
- *Expanded residential, commercial and multi-family recycling programs*
- *Expanded and improved on-call large item collection program*

R3



In April of 2004, the City of Dublin engaged R3 Consulting Group to assist with a competitive process to procure residential and commercial solid waste collection, recycling and disposal services. The current hauler, Livermore-Dublin Disposal ("LDD"), is an affiliate of Waste Management, Inc., and has been operating in the City for many years. In an effort to procure the best combination of services at the best price, the City made a policy decision to administer a competitive proposal process, as opposed to negotiating a contract extension with LDD. Proposals were due on September 15, 2004, and the City executed contracts in December 2004 and will begin operations on July 1, 2005.

Due to the City's proximity to the Altamont and Vasco Road landfills, the City elected to execute separate contracts for collection and disposal services. This allowed the City to evaluate the costs proposed by all companies for each service, and select the collection and disposal scenario that represented the best program for the best price.

In an effort to maximize recycling and customer convenience, the City also opted to implement several new and expanded programs including a residential food waste collection program and commercial and multi-family recycling programs that will be offered to customers at no additional charge. The primary objective of this change is to increase the diversion rate and level of customer convenience. Finally, the on-call large item collection service will be expanded to include furniture, White and Brown goods, and E-waste, and also will be offered to City facilities and multi-family complexes.

R3 has also been engaged to assist the City in the development of a Construction & Demolition Debris franchise and ordinance. The project includes the development of a non-exclusive franchise agreement, the application package and the C&D ordinance. During the development process, meeting will be held with the C&D haulers to discuss the goals of the City and receive feedback. R3 will also assist in the development of the staff report and Council presentation materials.

R3 Team Members: Ric Hutchinson, Project Manager
Steve Harriman, Analyst

Contact: Mr. Jason Behrmann
Senior Administrative Analyst

The City of Irwindale operated under a non-exclusive franchise system that allowed three specified haulers to compete openly for commercial accounts. Under this system, residential collection service was provided at no-charge, and was rotated annually between the three haulers. However, the franchise agreements did not include sufficient performance standards, reporting requirements or landfill diversion requirements. The City wished to administer a procurement process that would result in an amended franchise agreement, increased franchise fees and competitive rates. R3 team member Richard Tagore-Erwin led the project team in conducting a full-service procurement, which included the following tasks:

- Collection program design
- Analysis of the City's franchise and AB 939 fees
- Development of performance and reporting standards
- Preparation and issuance of an RFP package
- Evaluation of submitted cost proposals
- Negotiation of franchise agreements
- Presentations to the City Council

At the conclusion of the proposal evaluation, Mr. Tagore-Erwin drafted amendments to the existing non-exclusive franchise agreements for commercial collection, and negotiated an exclusive franchise agreement with one hauler for residential collection and recycling services. This process resulted in the implementation of new and expanded recycling programs, increased franchise fees, competitive residential and commercial rates, and compliance with AB 939 diversion mandates.



R3 team member Richard Tagore-Erwin also managed the implementation of the City's hauler monitoring program, including hauler performance audits, monitoring of AB 939 and franchise fees paid to the City, and tracking of disposal and diversion tonnages.

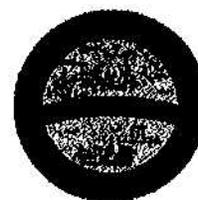
R3 Team Members: Richard Tagore-Erwin, Project Manager
Ric Hutchinson, Analyst

Contact: Mr. Kwok Tam
Public Works Director

Project Profiles

Solid Waste and Recycling Procurement Services

City of Irwindale, CA



Benefits:

- *Performance and program requirements are specified*
- *Residents received new, uniform collection containers*
- *New and expanded commercial recycling programs*

R3

Project Profiles

Solid Waste Development Fees

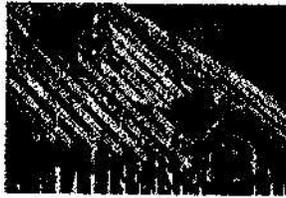
Fresno, CA



Benefits:

- *Development of a strategic planning tool for solid waste fees*
- *Implementation of a new equitable funding source to meet the future service needs of the City*

R3



R3 Consulting Group Inc. (R3) and Camp Dresser McKee (CDM) were engaged by the City of Fresno (City) to assist it with the development of residential, multi-family and commercial solid waste development fees. The purpose of the

fees is to cover the cost of solid waste management capital expenses incurred to service new development, specifically solid waste and recycling collection vehicles and storage containers. CDM was responsible for developing the system development charge for single family unit development while R3 was responsible for developing the charges associated with multi-family and commercial development.



The approach used to develop the charges was based on a "level of service" concept, with the City charging, through a development fee, new users for the necessary capital assets (containers and trucks) to provide them with the same level of service all existing users now receive.

This approach is based on the premise that new customers generate additional capital demands on they system and those new users should directly bear those costs.

The analysis considered three distinct classes of services, single-family units, multi-family units and commercial units and considered differences in solid waste generation and service requirements for each of these three classes. Fees were developed for each of these three service classes that reflected the noted differences. As proposed the multi-family and commercial development fees would be levied on a square footage basis while single-family fees would be assessed on a per unit basis.



R3 Team Members: Ric Hutchinson, Project Manager
William Schoen, Analyst

Contact: Ms. Pat Tierce, Management Analyst III
Department of Public Utilities

R3 Consulting Group Inc. (R3) is currently assisting the County of Merced (County) with an evaluation of the revenue requirements and funding options. The primary goal of the project is to establish a stabilized rate structure at the County operated landfills. The primary objectives in meeting this goal include the following:



- Evaluate short and medium term expenditure requirements for development, capital, operational and equipment costs;
- Identify short and medium term revenue requirements;
- Analyze funding options and recommend a financing mechanism;
- Make recommendations for a stabilized rate structure and proposed rate increase schedule; and
- Prepare recommendations for financing options.

In conclusion of our review, we will successfully provide a focused financial analysis that accomplishes the following:

- Accurately projects expenditures, revenues, capital costs, and related operational components (primarily the waste tonnages received);
- Addresses an array of financial components, including
 - Costs of issuing debt
 - Funding closure reserves
 - Reviewing and setting appropriate target reserve fund levels
- Provide a well-reasoned financial master plan that evaluates logical combinations of rate increases and new debt

R3 Team Members: Ric Hutchinson, Project Manager
Steve Harriman, Analyst
Richard-Tagore Erwin, Analyst

Contact: Mr. R. Scott Johnston, Deputy Director
Department of Public Works

Project Profiles

Economic Analysis of Revenue Requirements and Funding

Merced County, CA



Benefits:

- *Provide a detail evaluation of County's financial structure*
- *Development of a stabilized rate structure*

R3

Project Profiles

Solid Waste Rate Study Redlands, CA



Anticipated Benefits:

- *Development of strategic financial/rate planning tool*
- *Implementation of more equitable rates that more closely reflect true cost of service*
- *Provisions for funding adequate operating reserves and equipment replacement funding*

R3



R3 is currently assisting the City of Redlands with a Solid Waste Rate Study. The City of Redlands ("City") owns and operates a full-service municipal solid waste collection and disposal system that serves residential and commercial customers. The City has not conducted a comprehensive rate study or implemented adjustments to its rate structure since 1994. The current rates provide adequate revenue to cover the City's cost of operations, but the City believes that the current rate structure may not correctly allocate the actual service costs between customer classes (residential and commercial), and between different service levels (commercial bin collection). Further, the current commercial rate structure is based solely on the volume of material collected and does not account for collection frequency.

The guiding principal that R3 is follow in conducting the Rate Study and developing new rate structures is to appropriately allocate costs *between* and *among* customer classes—not necessarily to generate additional revenue. Accordingly, the primary objectives of the Rate Study include the following:

- Allocate costs to all customer classes in an equitable manner;
- Provide adequate coverage for current and future annual revenue requirements;
- Develop a bundled rate structure for commercial customers that provides an economic incentive to participate in recycling programs;
- Structure a flexible schedule for rates to be incrementally adjusted or phased-in over several years;
- Ensure that the recommended rate structure complies with local, state and federal laws (specifically Prop. 218);
- Prepare an overall financial plan and methodology to fund capital improvements and reserve requirements; and
- Present the City with a forward looking rate model that allows City staff to modify rates to accommodate future operational changes and corresponding revenue requirements.

R3 Team Members: Richard-Tagore, Project Manager
Ric Hutchinson, Analyst
William Schoen, Analyst

Contact: Mr. Gary Van Dorst, Solid Waste Manager



R3 Consulting Group Inc. (R3) was engaged by the City of Roseville (City) to review their solid waste development fee methodology and develop a model to calculate the fees. The City has a municipal operation and provides recycling and solid waste collection

services for residents, and commercial and industrial businesses. The fee was established to obtain funding for residential and commercial solid waste vehicles and containers needed to provide service to new development.



R3 conducted a benchmark survey of six communities with municipal operations to document the solid waste development impact fees charged, categories these communities have established, and the factors that were used to develop the fees. R3 used the benchmark survey information in conjunction with data provided by the City to determine what costs were anticipated through build-out.



The City conducted a sample testing of pick-up frequency and container sizes for multi-family dwellings and businesses. This information was used in conjunction with the planning department's build-out projections for single family dwellings, multi-family dwellings and businesses.

The model developed by R3 took into account the cost of vehicles (including back-ups), the projected timing for the purchase of vehicles based upon accounts serviced per vehicle, the cost of facility expansions, and the cost of containers. The costs were averaged over the build-out period to allow all new developments which benefited from the service to equally share in costs. The model allows the flexibility for the City to adjust their assumptions of any factors (costs, accounts serviced, new development schedules, etc.) to ensure that their costs are covered.



R3 Team Members: Richard-Tagore Erwin, Project Manager
 Ric Hutchinson, Analyst
 Myriam Arce, Analyst
 Steve Harriman, Analyst

Contact: Mr. Mike Tilley, Administrative Analyst
 Environmental Utilities Department

Project Profiles

Solid Waste Development Fees

Roseville, CA



Benefits:

- *Development of a strategic planning tool for solid waste fees*
- *Implementation of an equitable funding source to meet the future service needs of the City*

R3

Project Profiles

5-year Review and Assessment of Contract Services Provided by Alameda County Industries

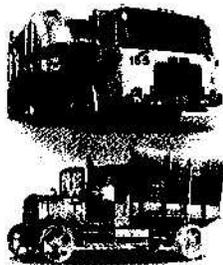
San Leandro, CA



Benefits:

- *Comprehensive assessment of Company's performance*
- *Identification of specific areas of non-compliance*
- *Detailed review of service charges and franchise fees payments, and documentation of identified discrepancies*

R3



The City of San Leandro (City) has an exclusive franchise agreement with Alameda County Industries (Company) for the collection, processing and disposal of residential and commercial solid waste. The City's franchise agreement allows it to conduct a performance review every five years to ensure that the Company is in compliance with the stated terms and conditions. R3 was selected by the

City to conduct that review.

Our project approach focused on two fundamental tasks:

- The first task was to evaluate the effectiveness and efficiency of the collection operations, processing facilities and customer service functions provided by the franchisee. The primary objectives of that task were to determine if the Company was in compliance with the performance requirements of the franchise agreement and to identify potential opportunities for improvement.
- The second task was to review the Company's accounting methods and financial records. The primary objective of that task was to verify that the Company is in compliance with the financial requirements of the franchise agreement, including correct customer billing and accurate payment of franchise fees to the City.



As part of our analysis we reviewed management and administrative functions, collection and processing operations and vehicle maintenance and repair functions. We also conducted residential and commercial billing and route audits, reviewed the accuracy of historical annual rate increases and associated rate calculations, and tested revenue, franchise fee and other required Company payments to the City. We also conducted a customer satisfaction survey to assess the overall level of satisfaction with the Company's services and performance.

R3 Team Members: Richard-Tagore Erwin, Project Manager
William Schoen, Operations Analyst
Sam Chandler, Operations Analyst

Contact: Ms. Jennifer Nassab, Solid Waste and Recycling Specialist

The City of Pleasanton ("City") granted a long-term, exclusive franchise to Pleasanton Garbage Service, Inc. ("PGS") to provide collection, disposal and processing of refuse from residential and commercial accounts within the City. The Refuse Collection Agreement between the City and PGS ("Agreement") provides a mechanism to adjust the compensation due to PGS on a four-year cycle for the services provided.

In March of 2004, the City engaged R3 Consulting Group to perform a review of the rate application submitted by PGS for the period from April 2004 through April 2008. The rate setting process specified in the Agreement allows PGS to project revenues and expenses for the four year rate period, and to request a rate increase to maintain sufficient revenues over the projection period.



The primary task performed by R3 was to construct an electronic model to test the sensitivity and accuracy of various assumptions and inputs submitted by PGS. The model incorporated seven different fund reserves, including Refuse, Recycling, Regulatory Compliance, Landfill, On-Site

Parking, Transfer Station Permits and Transfer Station Expansion. The model was designed to generate rate projections based upon changes in the assumption and inputs.

Finally, R3 prepared a County-wide benchmarking study to compare user rates and franchise fees to the other municipalities and Sanitation Districts in Alameda County.

An unintended benefit of the project was that City staff gained significant knowledge about the rate setting process and the relative sensitivity of operational and economic factors that influence rates.

R3 Team Members: Ric Hutchinson, Program Manager
Steve Harriman, Senior Analyst

Contact: Mr. Nelson Fialho,
City Manager

Project Profiles

Solid Waste Rate Review

City of
Pleasanton, CA



Benefits:

- *Saved residential and commercial rate payers approximately \$500,000 over the four-year rate period.*
- *Rate adjustment methodology will be amended.*
- *City staff gained increased understanding of rate setting principles and process.*

Project Profiles

AB 939 Planning Documents

Rancho Cordova, CA



Benefits:

- *Programs were tailored to the City's needs*
- *The City is in compliance with AB 939 planning requirements*

R3



The City of Rancho Cordova incorporated in July of 2003 and assumed the responsibilities of providing solid waste management services to its residents and businesses. In order to comply with the planning requirements of AB 939, the City engaged R3

to prepare its Source Reduction and Recycling Element (SRRE), Non-Disposal Facility Element, Base Year Study, and Household Hazardous Waste Element (HHWE).

The R3 team worked closely with City staff, community members, the City's commercial franchised haulers, the County of Sacramento, and the CIWMB to prepare the required AB 939 planning documents in a timely and cost-effective manner.



A particular challenge to this project is developing base-year data for a newly incorporated City that was formerly part of the Sacramento County unincorporated planning area. As such, the R3 team is faced with identifying acceptable waste allocation methodologies to obtain waste generation data. Demographic information specific to the new City was compiled to assist with selecting programs that will serve the unique needs of the City.

Finally, the R3 team facilitated the public review and hearing process, as well as CEQA review.

R3 Team Member: Steve Harriman, Project Manager
Myriam Arce, Solid Waste Planner

Contact: Mr. Cyrus Abhar, Public Works Director
Ms. Kathy Garcia, City Engineer



In July of 2002, Norcal Waste Systems of San Jose, Inc. ("Norcal") began providing service to the City of San Jose ("City") for the collection, processing and disposal of residential solid waste and commingled recyclables. At that time, the City converted its curbside recycling program from a source-separated, three-bin program to a commingled, single-stream program. Norcal utilizes split collection vehicles, with residential garbage collected in one compartment and commingled recyclables in the other.

Norcal teamed with California Waste Solutions, Inc (CWS) to process and market the commingled materials collected from City residents. Under this scenario, Norcal vehicles collect the commingled materials from residential accounts and deliver them to the CWS facility for processing.

The CWS facility permit states that the commingled materials delivered to the site may contain a maximum of ten percent (10%) residuals. However, CWS indicated that the incoming commingled materials delivered by Norcal have contained residuals in the range of 20% to 40%. In an effort to determine the cause and extent of the excess residuals, the City engaged R3 Consulting Group ("R3") to perform a waste characterization study of the commingled materials collected from the residential routes.



R3 worked with City staff and Norcal to develop a methodology to randomly select approximately 419 carts over a five-day period to be analyzed during the study. R3 performed the actual waste sort at the Norcal facility, and segregated the material into the following two categories: 1) those materials accepted in the City's curbside recycling program, and 2) all other materials.

The study performed by R3 was effective in providing the City with additional information in an effort to improve the performance of the commingled recycling program.

R3 Team Members: Richard Hutchinson, Project Manager
Richard Tagore-Erwin, Analyst
Steve Harriman, Analyst

Contact: Ms. Elaine Leung,
Solid Waste Program Manager

Project Profiles

Recyclables Characterization Study

San Jose, CA



Benefits:

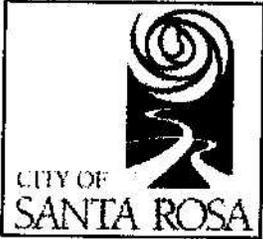
- *Provided information and data to allow the City and Norcal to improve the performance of the City-wide commingled recycling program.*

R3

Project Profiles

Implementation Services

Santa Rosa, CA



Benefits

- *Served as City staff during implementation*
- *Developed financial and program reporting system tied to City internal controls*
- *Decreased calls by residents and business to City Hall*

R3

The City of Santa Rosa retained R3 to provide assistance during a multi-phase transition of the City's franchise hauler. The transition project included the following service changes:

- New franchise hauler
- Implementation of single-stream residential recycling
- Implementation of weekly residential greenwaste collection
- Implementation of single-stream commercial recycling
- Implementation of a non-exclusive franchise system for construction and demolition debris-box services

The project team served as the City's hands-on staff during the transition, working directly with the City's franchise hauler during the implementation of new programs and services. This included preparing a detailed compliance check-list specifying all contractual requirements by program area. R3 also facilitated weekly meetings with the franchise hauler to monitor progress and resolve outstanding issues.



The R3 project team also conducted on-site reviews of the public education and information program, performed a "process-mapping" exercise of the customer service and billing department functions, and assisted in preparing application materials and policies for the discount senior and

mobile home rate program. Information from field work, document reviews, and meetings with the franchise hauler were incorporated into monthly progress reports and presentations to City Council.

In addition, the R3 project team worked closely with the City's finance department to develop a franchise fee reporting system that linked directly to the City's accounting system. This included franchise fee revenues paid by the City's franchise hauler, as well as construction and demolition waste haulers operating under the non-exclusive franchise system.

R3 Team Members: Richard Hutchinson, Project Manager
Richard Tagore-Erwin, Analyst
Steve Harriman, Analyst

Contact: Mr Marc Richardson, Assistant City Manager

The Sonoma County Joint Powers Authority ("Authority") has implemented many recycling and greenwaste programs over the past 10 years, and each City within the County has aggressive recycling programs. However, even with comprehensive recycling programs in place, the Authority has been operating under a compliance order for failing to meet the 50 percent diversion mandate. The Authority was concerned that the 1990 data used to develop the waste generation study was out of date and no longer providing a true picture of waste generation in the County. In order to fully address the compliance order, the Authority retained the R3 team to conduct a new base year study.

The R3 team documented recycling, waste reduction and composting activity with the diverse business sectors throughout the County, including agriculture technology, aggregates processors and the vast number of wineries. All data was collected and documented to conform with the CIWMB restricted waste criteria of "normally disposed" and "due to an action by the jurisdiction".

Sources of diversion for the County included the use of sludge and biomass, requiring that special applications be submitted to the CIWMB. The R3 team met the challenges of this study working closely with Sonoma County JPA staff, the franchise haulers and the business community.

R3 Team Member: Steve Harriman, Project Manager

Contact: Ms. Donna Caldwell, Solid Waste Program Manager

Project Profiles

AB 939 Base Year Study

Sonoma County Joint Powers Authority, CA



Benefits:

- *County exceeded 50 percent diversion*
- *New Base Year tonnage accurately represents actual waste generation*

R3

Project Profiles

Routing Design and Collection System Implementation, Time & Motion Analysis, Collection Productivity Analysis and Collection System Routing

Folsom, CA



Benefits:

- *Improved vehicle routing efficiency*
- *Increased worker productivity and reduction in required solid waste routes*
- *Enhanced delivery of service*

R3



R3 recently completed a "time and motion analysis" of the City of Folsom's fully automated residential solid waste collection operations. The data collected were used to establish daily route productivity standards for the design of new collection routes for the City's residential solid waste, curbside recycling and yard waste collection programs. R3 managed the design of the routes using RouteSmart® software.

In order to collect and analyze sufficient data for the reroute project, R3 team member William Schoen rode with each of the City's residential collection drivers over a six-week period to collect data from over 4,000 residential solid waste accounts. The collected data were analyzed to determine



daily average "on-route" and "off-route" times, and the average service time per can, which were used to determine the "target productivity" of the municipal solid waste collection operations. Based upon the analysis performed by Mr. Schoen and the City using RouteSmart® software, the City was able to realize a substantial reduction in the number of required residential solid waste routes.

The routing strategy that was developed provided for same day collection of solid waste, yard waste and recyclables, with



alternating-week collection of yard waste and recyclables. There were also significant service exceptions that required special analysis, including mobile homes, homeowner associations and condominium developments. The routes were also structured with consideration of the amount and location of substantial additional growth that is projected to occur within the City in the next several years through build-out. Target productivity standards were developed, along with contingencies to allow for effective current routing but provide capacity for growth. The time and motion analysis and "macro-routing" evaluated differences in service time for various account types and service characteristics within the City, including alleys, mobile homes, gated communities, handicapped service, high and low density single family neighborhoods and cul-de-sacs.

R3 Team Member: William Schoen, Co-Project Manager
Steve Harriman, Co-Project Manager

Contact: Mr. Ken Payne, Utility Department Director

El Dorado County has historically utilized a "return on equity" rate setting process, wherein the two franchised haulers provide extensive financial data on an annual basis to justify proposed rate increases. The County then performs an extensive review of the financial information to determine if the proposed rate increases are justified. R3 team members Ric Hutchinson and Richard Tagore-Erwin were selected to assist the County in the rate review processes for the 2000 and 2001 contract years.



To initiate the rate review process, the team performed an extensive evaluation of the initial financial information submitted by the haulers. Based on the results of the initial review, Mr. Hutchinson and Mr. Tagore-Erwin met with the haulers and County

staff to discuss the initial findings, clarify specific issues and concerns, and request additional information.

Using additional information provided by the haulers, Mr. Hutchinson and Mr. Tagore-Erwin amended the financial statements and recalculated the revenue requirements for the two haulers. The results of the recalculation process demonstrated that a rate adjustment was justified for one hauler, although the adjustment was smaller than originally requested. The review process also demonstrated that the financial information submitted by the other hauler did not justify a rate increase.

The team then facilitated meetings with County staff and the individual haulers to discuss the findings and reach consensus on the final recommendations. During the course of these negotiation meetings, the haulers submitted additional financial information for consideration by the County. Based on the results of the meetings with the haulers and staff, a final report was prepared and submitted to the County Board of Supervisors recommending approval of the negotiated rate adjustments.

R3 Team Members: Richard Tagore-Erwin, Project Manager
Ric Hutchinson, Analyst

Contact: Mr. Jon Morgan

Project Profiles

Solid Waste Rate Review

El Dorado County,
CA



Benefits:

- *County ratepayers saved over \$1 million*
- *County will adopt a rate indexing system*

R3

Project Profiles

Solid Waste Rate Review

Pleasanton, CA

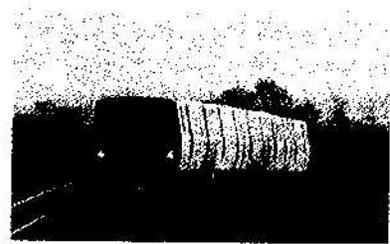


Benefits

- *Saved residential and commercial rate payers approximately \$500,000 over the four-year rate period.*
- *Rate adjustment methodology will be amended.*
- *City staff gained increased understanding of rate setting principles and process.*

R3

The City of Pleasanton ("City") granted a long-term, exclusive franchise to Pleasanton Garbage Service, Inc. ("PGS") to provide collection, disposal and processing of refuse from residential and commercial accounts within the City. The Refuse Collection Agreement between the City and PGS ("Agreement") provides a mechanism to adjust the compensation due to PGS on a four-year cycle for the services provided.



In March of 2004, the City engaged R3 Consulting Group to perform a review of the rate application submitted by PGS for the period from April 2004 through April 2008. The rate setting process specified in the Agreement allows PGS to project revenues and expenses for the four year rate period, and to request a rate increase to maintain sufficient revenues over the projection period.



The primary task performed by R3 was to construct an electronic model to test the sensitivity and accuracy of various assumptions and inputs submitted by PGS. The model incorporated seven different fund reserves: Refuse, Regulatory Compliance, Recycling, Landfill, On-Site Parking, Transfer Station Permits and Transfer Station Expansion. The model

was designed to generate rate projections based upon changes in the assumption and inputs.

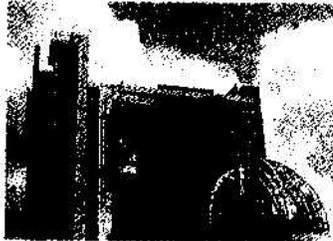
Finally, R3 prepared a County-wide benchmarking study to compare user rates and franchise fees to the other municipalities and Sanitation Districts in Alameda County.

An unintended benefit of the project was that City staff gained significant knowledge about the rate setting process and the relative sensitivity of operational and economic factors that influence rates.

R3 Team Members: Ric Hutchinson, Project Manager
Steve Harriman, Analyst

Contact: Mr. Nelson Fialho
City Manager

In 2002, the City of San Jose completed a competitive procurement process for the City's solid waste and recycling collection and processing programs. The successful completion of the procurement process has allowed the City to move forward with developing a new single-family and multi-family solid waste rate structure related to the new contracts. R3 was engaged by the City to assist with the implementation of the new rate structures.



As part of this project, R3 team member Ric Hutchinson prepared a rate model to allow the City to evaluate the overall costs of each service provided by the contractors, and to accurately allocate the direct and indirect costs of those services to each customer category. In addition, the model was designed to allow the City to evaluate the cost implications of

adjusting the rate structure to either achieve full cost recovery in the first year, or to phase-in the cost recovery provisions over several years. Upon completion, the model was used to evaluate proposed changes in the collection service programs on service rates.

The final step in the project was to incorporate the rate model into the City's enterprise fund budget model. This allowed the City to evaluate the effects of the proposed program changes in service programs on existing rates, budget funding and program expenditures. The budget model was then expanded to allow the City to evaluate system costs, revenues and associated rates over a ten-year period.

R3 Team Members: Ric Hutchinson, Project Manager
Steve Harriman, Analyst

Contact: Ms. Elaine Leung,
Solid Waste Program Manager

Project Profiles

Solid Waste Rate Modeling Services

San Jose, CA



Benefits:

- Rates are more equitable
- Proposed rate changes can be more fully evaluated

R3

Project Profiles

Billing Audit and Performance Review

Town of Windsor,
CA



Benefits:

- *Verified that customer billing, rates, and franchise fees were calculated correctly.*
- *Documented that hauler is meeting the major franchise agreement and performance standards.*
- *Developed a detailed franchise agreement checklist that can be administered by the Town.*

R3



As a result of a local referendum, the Town of Windsor ("Town") entered into an exclusive Franchise Agreement with West Sonoma County Disposal Services ("WSCDS") for the collection, processing and disposal of residential and commercial solid waste. The Town

wished to verify WSCDS' compliance with the terms and conditions of the Franchise Agreement and retained R3 to conduct a Billing Audit and Performance Review.

The objectives of the Billing Audit and Performance Review that R3 met in conducting its assignment were to determine and verify the following:

- That customer billing rates correspond to the service levels provided;
- That franchise payments to the Town are correct;
- That WSCDS is in compliance with franchise requirements; (reporting requirements, performance standards, etc.); and
- That adequate data/customer information is available for the next procurement.

During the course of the project, R3 reviewed and analyzed documents provided by the Town and WSCDS, reviewed WSCDS collection, processing, and management operations, conducted field audits of customer service, billing, and financial reporting functions, interviewed WSCDS management, administrative, billing, route drivers, maintenance and customer service staff, and finally compared WSCDS operations to other private solid waste service providers.



A statistical sampling plan was used to sample and test financial transactions and verify customer account data. A financial model was used to verify revenues, franchise fees, and customer rate data.

R3 Team Members: Richard Tagore-Erwin, Project Manager
Steve Harriman, Analyst
Ric Hutchinson, Analyst

Contact: Mr. J. Matthew Mullan, Assistant Town Manager

Section 2

Project Team Experience

The R3 project team routinely provides the following services to municipal clients:

- *Procurement and negotiation of contracts and franchise agreements*
- *Service rate audits and financial analysis*
- *Contract administration and compliance reviews*
- *Hands-on operations and program performance reviews*

The R3 Project Team

The R3 project team has provided management consulting services for more than 200 clients, representing more than 150 jurisdictions throughout the United States. Our project team members all have experience with similar engagements and will provide the City with a combination of procurement, financial and contract analysis expertise, hands-on performance and management audit skills, and creative problem solving. Our project team routinely conducts community workshops and forums as part of procurement projects.

Biographical summaries are presented below, followed by full resumes.

Biographical Summaries and Project Assignments

Steve Harriman—Project Manager

Mr. Harriman has more than 15 years of experience in a variety of solid waste projects, including competitive procurements, rate analyses, performance assessments, and contract development and administration projects and services. Mr. Harriman has performed on-site program management and audit services, conducted complex franchise compliance reviews and rate audits, and implemented green waste collection and processing programs. *Mr. Harriman recently participated in similar competitive procurement projects for the Cities of Citrus Heights, Rancho Cordova and Dublin. Mr. Harriman holds a Master of City and Regional Planning Degree, and a Bachelor of Arts Degree in Environmental Studies and Physical Geography*

Ric Hutchinson—Principal

Mr. Hutchinson is a Florida Certified Public Accountant with more than 30 years of experience in the fields of accounting, auditing, and financial and management consulting for state and local governments. He has an extensive background in procurement of solid waste collection and recycling services, preparation of solid waste and construction & demolition ordinances, and rate audits and financial analysis. *Mr. Hutchinson recently completed solid waste procurement projects for the California cities of Dublin, Santa Rosa, San Jose, Citrus Heights and Rancho*

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Project Team Experience

Cordova. He is currently assisting the City of San Ramon with its procurement of solid waste services. Mr. Hutchinson holds a Bachelor of Arts Degree in Accounting.

Richard Tagore-Erwin—Principal

Mr. Tagore-Erwin's project work encompasses all aspects of solid waste management and environmental consulting. Over the past 18 years, Mr. Tagore-Erwin has conducted over 40 solid waste procurement and management projects for a variety of public agencies in California and Arizona. These projects include complex rate audits, performance reviews, and procurement projects. **Mr. Tagore-Erwin has just completed a solid waste procurement for Rancho Murieta Community Services District and has conducted numerous procurement and negotiation projects for communities in California, including the cities of Rolling Hills Estates, Rancho Palos Verdes, Duarte, Bradbury, Colton, San Bernardino, Upland, Montebello and Irwindale.** Mr. Tagore-Erwin holds both a Bachelor and Master of Arts Degree in Political Science, and is a certified meeting facilitator.

Myriam Arce - Associate

Ms. Arce has over three years of environmental planning experience, which includes designing and implementing used motor oil collection programs; authoring California Environmental Quality Act Initial Studies and evaluating Environmental Impact Reports (EIR); performing AB 939 compliance and base-year studies; analyzing California and federal solid waste regulations; assisting collection contract transitions; and performing financial reviews. Ms. Arce holds a Bachelor of Science Degree in Conservation and Resource Studies.

R3

Project Experience

Mr. Harriman has served as project manager or had significant involvement with the following projects.

COMPETITIVE PROCUREMENT OF SOLID WASTE AND WATER / WASTEWATER PROGRAMS AND FACILITIES

California Communities: Citrus Heights, Dublin and Rancho Cordova

Worldwide Communities: Puerto Rico Infrastructure Finance Authority

Mr. Harriman has assisted municipal clients with the competitive procurement of solid waste and water / wastewater facilities and programs. Mr. Harriman typically works closely with Public Agency staff and the community to understand the specific requirements of the residential and commercial customers, and the nature of existing regional facilities, programs and service providers. This information is used to develop a comprehensive RFP package and to design contractual mechanisms that ensure that the community needs and expectations are met. In addition, he assists the evaluation team with an objective cost and programmatic analysis of proposals. Finally, Mr. Harriman typically facilitates negotiations between staff and the selected Contractor and finalizes the contract language.

CONSTRUCTION AND DEMOLITION DEBRIS FRANCHISE AND ORDINANCE SERVICES

California Communities: Folsom, Santa Rosa, Windsor, Dublin, Rancho Cordova and Citrus Heights, County of San Bernardino

Nevada Communities: Douglas County

Mr. Harriman assisted in preparing non-exclusive franchise documents for several cities and counties. As part of this process he developed the franchise application form, the franchise agreement, and the franchise fee payment form and process. He also met with local contractors and officials during the development of the franchise agreement. Mr. Harriman worked closely with the municipalities and their attorneys to develop the required Ordinance and assisted in the public hearing process.

Staff Qualifications

Steve Harriman

Mr. Harriman has more than 15 years of experience in the field of solid waste, water and wastewater utility management. He has extensive experience in preparing and administering construction and demolition ordinances and programs, financial planning, public/private partnerships, recycling and compost program design and implementation, variable rate programs, regional agency formation, contract negotiation and administration, waste characterization analysis, customer service and billing, and public education and outreach.

As a result of Mr. Harriman's work for the County of Sacramento, the County implemented numerous diversion programs that enabled the County to comply with the diversion mandates of AB 939.

R3

Staff Qualifications

Steve Harriman

FRANCHISE COMPLIANCE REVIEWS, MANAGEMENT AUDITS AND PROGRAM PERFORMANCE EVALUATIONS

California Communities: Citrus Heights, Colton, Oakley, Pleasanton, San Jose, Santa Rosa, San Leandro and Windsor
Texas Communities: Arlington

Mr. Harriman assisted numerous municipal clients with franchise compliance reviews and program performance evaluation projects. The projects typically include the formation of a comprehensive compliance checklist or determination of performance standards to benchmark the performance of a Contractor, program or facility. In the execution of these projects, Mr. Harriman has performed extensive on-site review of financial documents, conducted facility operational flow analysis, administered staff interviews and performance appraisals, prepared detailed process-mapping analyses, and designed and implemented extensive surveys of neighboring jurisdictions and peer programs. Finally, he has facilitated negotiations between municipal clients and Contractors, and prepared revisions to Contract language and local ordinances.

DESIGN AND IMPLEMENTATION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND RECYCLING PROGRAMS

California Communities: Folsom, Citrus Heights, Dublin, Oakley, Rancho Cordova, Rancho Murieta, Sacramento and Sacramento County

Mr. Harriman has assisted numerous California cities and counties with the design, implementation and monitoring of solid waste collection and recycling programs. These projects include residential and commercial unit-based pricing programs; source separated and commingled recycling and processing programs, and organics collection and processing programs and facilities. Mr. Harriman has specifically coordinated public education and outreach efforts and campaigns to support the collection and processing programs and strategies. Implementation of these programs has been an integral component of the AB 939 compliance strategy for these municipalities.

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Staff Qualifications

Steve Harriman

AB 939 PLANNING SERVICES

California Communities: *Citrus Heights, Oakley, Rancho Cordova, San Bernardino County, Contra Costa County, Sacramento County and Sonoma County Waste Management Agency*

Mr. Harriman has completed various AB 939 planning projects for municipal clients throughout California. The projects include preparation and adoption of Source Reduction and Recycling Elements, Household Hazardous Waste Elements, and Waste Generation Studies. In addition, he has negotiated and drafted Regional Agency Formation Agreements for the purposes of joint AB 939 reporting to the California Integrated Waste Management Board. Finally, Mr. Harriman performed a complex New Base Year Project for a multi-jurisdictional agency that includes the unincorporated County and nine incorporated Cities.

EVALUATION OF COMMERCIAL RECYCLING PROGRAM ALTERNATIVES

California Community: *Rancho Cordova, Folsom, Pleasanton*

Mr. Harriman assisted in the development and evaluation of commercial recycling program alternatives in an effort to comply with the landfill diversion mandates of AB 939. The projects included facilitation of meetings between City staff, the franchise haulers and representatives of the business community to define alternatives and establish review criteria. Mr. Harriman also coordinated on-site surveys and employee interviews of large-scale commercial generators to evaluate the feasibility of alternatives, and prepared a cost/revenue model and evaluation matrix for the selected alternatives.

PROCUREMENT, DESIGN, CONSTRUCTION AND OPERATION OF COUNTYWIDE GREEN WASTE PROCESSING FACILITY

California Communities: *Sacramento County Waste Management and Recycling Division*

Serving as a Solid Waste Planner for the Sacramento County Waste Management and Recycling Division, Mr. Harriman was the project manager for the initial process to procure a private operator to site, permit and operate a facility to accept, process and market green waste material from the county collection fleet.

R3

Staff Qualifications

Steve Harriman

The project included the preparation and distribution of a Request for Statement of Qualifications ("SOQ"). Mr. Harriman chaired the selection committee charged with the review of the SOQ documents and subsequent selection of a short-list of qualified bidders. He then prepared a Request for Proposal document ("RFP") and administered the bid preparation process with the qualified bidders. Upon receipt of the proposals, Mr. Harriman chaired the evaluation committee charged with the review and selection of a qualified bidder for award of the contract.

At the conclusion of the RFP process, Mr. Harriman drafted a contract document and administered the execution of the document with the County Environmental Management Department and Board of Supervisors. The program currently diverts approximately 100,000 tons per year of greenwaste from landfill disposal in Sacramento County.

Affiliations

Member, California Resource Recovery Association

Education

Master of City of and Regional Planning, California Polytechnic, San Luis Obispo

Bachelor of Arts in Environmental Studies and Physical Geography, University of California, Santa Barbara

Publications, Presentations, and Workshops

"Strategies for Regulating the Compost Industry in California", Presented to California Organics Recycling Council, Sacramento, CA

"Closing the Loop - Comprehensive Residential Collection System in Sacramento County", Presented at California Resource Recovery Association Annual Conference, Santa Barbara, CA

R3

Project Experience

Mr. Hutchinson has served as the project manager or materially participated in the following projects:

SOLID WASTE AND RECYCLING PROCUREMENT SERVICES

California Communities: *Citrus Heights, Dublin, Rancho Cordova, San Jose, Santa Rosa and San Ramon*

Florida Communities: *Cooper City, Dania Beach, Deerfield Beach, Lake County, Lighthouse Point, Martin County, Okeechobee, Palm Beach County, Polk County, Seminole County and Volusia*

Nationwide Communities: *Kansas City, Missouri; Lubbock, Texas and Central Virginia Waste Management Authority*

Mr. Hutchinson prepared solid waste and recycling procurement documents for numerous cities, counties and authorities. This included developing and designing service terms and conditions, contracts for services and cost proposal forms for the solid waste and recycling programs. He reviewed proposed programs, met with citizens and local officials, designed procurement packages, developed collection contracts, analyzed responses, prepared award recommendations and drafted required Ordinances and Resolutions.

SOLID WASTE RATE STUDIES AND FINANCIAL ANALYSES

California Communities: *Amador County, Dublin, El Dorado County, King City, Merced County Placer County Pleasanton, Redlands, San Anselmo and San Jose, ,*

Nationwide Communities: *Scottsdale, Arizona; Winchester Municipal Utilities, Kentucky; Kansas City, Missouri; Douglas County, Nevada; Oklahoma City, Oklahoma; and Lubbock, Texas*

Mr. Hutchinson assisted these units of local government in the review and analysis of their solid waste and recycling collection and processing costs and the structure of the related rates. As part of these projects, he reviewed contracts, analyzed collector and processor costs and related data in order to develop a COS (cost of service) rate model to determine the costs associated with the specific solid waste services being provided. This data was then used to develop a rate structure that funded the total service costs of the governmental unit while providing equitable rates for each service. In addition, he prepared reports and recommendations and made presentations to governing boards.

Staff Qualifications

Ric Hutchinson

Mr. Hutchinson has more than 30 years of experience in financial and management consulting, auditing, and accounting. He has extensive experience in procurement of solid waste and recycling services, preparation of solid waste and C&D ordinances, financial analysis and modeling, contract negotiations, cost of service studies, development of franchise areas, and rate studies.

Implementation of the San Jose contracts resulted in savings to the City's rate payers of over \$70 million.

R3

Staff Qualifications

RIC HUTCHINSON

FINANCIAL PLANNING AND PROJECTION MODELS

California Communities: Amador County, Dublin and Merced County San Jose

Florida Communities: DeSoto County and Polk County

Nationwide Communities: Scottsdale, Arizona; and Douglas County, Nevada

Mr. Hutchinson prepared long-term financial planning and projection models for residential and commercial solid waste and recycling collection programs, some of which included transfer stations and MRFs. The models normally include over 100 interactive variables for use in performing "what-if" scenarios and contain a "Historically Proactive" module that is used to develop the projections. At the end of each year, the annual data are automatically added to the historical database used to produce the projections, and all projections are reevaluated and restated.

COMPLIANCE REVIEW AND FINANCIAL ANALYSIS

California Communities: Citrus Heights, Pleasant Hill, Santa Rosa and El Dorado County ACWMA

Florida Communities: Lake, Palm Beach, Polk and Seminole Counties

Nevada Communities: Douglas County

Mr. Hutchinson analyzed financial records to verify the accuracy of franchise fee payments made under the terms of collection service contracts. He also reviewed rate adjustment methodologies and tested the validity of customer billing systems. Mr. Hutchinson worked closely with the municipalities and contractors to prepare compliance checklists and develop reporting formats to aid in the review and resolution of contract compliance issues.

CONSTRUCTION AND DEMOLITION DEBRIS FRANCHISE AND ORDINANCE SERVICES

California Communities: Dublin, Santa Rosa and San Ramon

Florida Communities: Polk, Seminole, Lake and Palm Beach Counties

Nevada Communities: Douglas County

Mr. Hutchinson prepared non-exclusive franchise documents for several cities and counties. As part of this process he developed the franchise application form, the franchise agreement, and the franchise fee payment form and process. He also met with local contractors and officials during the development of the franchise agreement. Mr. Hutchinson worked closely with the

R3

municipalities and their attorneys to develop the required Ordinance and assisted in the public hearing process.

CONTRACT NEGOTIATIONS AND AMENDMENTS

California Communities: *Pleasant Hill, San Jose, Santa Rosa, El Dorado County and Placer County*

Florida Communities: *Lake, Palm Beach, Polk, Seminole and Martin*

Nevada Communities: *Douglas County*

Mr. Hutchinson assisted in negotiating and amending existing solid waste and recycling collection contracts to comply with changes in law or changing needs of the client, and in negotiating the associated changes in terms, conditions and rates.

SOLID WASTE AND RECYCLING PROCUREMENT WORKSHOPS

Nationwide Locations: *Illinois Recycling Association, Solid Waste Association of North America and University of Florida*

Mr. Hutchinson developed a workshop entitled "Contracting for Solid Waste and Recycling Collection Services" for the Illinois Recycling Association (IRA). He presented the workshop in several states for both the IRA and the Solid Waste Association of North America, (SWANA). In addition, he taught the course for several years for the University of Florida TREEO Center as part of the Landfill Managers Accreditation program.

Registrations

Certified Public Accountant, Florida

Affiliations

Member, Solid Waste Association of North America

Faculty, Solid Waste Association of North America

Member, American Institute of Certified Public Accountants

Member, Florida Institute of Certified Public Accountants

Education

Bachelor of Arts in Accounting, University of South Florida

Publications, Presentations, and Workshops

"Successfully Contracting for Solid Waste and Recycling Services", a training workshop presented nationally to the Illinois

Staff Qualifications

Ric Hutchinson

R3

Staff Qualifications

Ric Hutchinson

Recycling Association, Solid Waste Association of North America, and the TREEO Center of the University of Florida.

"Building A Contract In San Jose" Waste Age, June 2002, Co-authored with E. Leung, City of San Jose, CA.

"Contracting Services: A Question of Needs" World Wastes, October 1995.

"Financial Aspects of Solid Waste Services", presented to the Solid Waste Association of North America, Arizona Landfill and Solid Waste Management Seminar.

"Designing a Solid Waste Funding System for Today", presented to the Solid Waste Association of North America.

"Competitive Procurement of Solid Waste Services", presented to the SWANA 30th Annual Western Regional Conference.

"Evaluating Vendor Proposals", presented to the Illinois Counties Solid Waste Management Association.

"Privatization of Disposal Facilities: A Ratepayers Perspective", presented to the Solid Waste Association of North America.

"An Incremental Approach to Managed Competition" presented to the Solid Waste Association of North America's 2nd Annual Planning & Management Symposium.

"Financial Assurance - Is It Really a Sure Thing?" presented to the Solid Waste Association of North America, WASTECON

R3

Project Experience

Mr. Tagore-Erwin has served as project manager or had significant involvement with the following projects:

SOLID WASTE AND RECYCLING PROCUREMENT SERVICES

California Communities: Bradbury, Colton, Duarte, Irwindale, Monrovia, Montebello, Rancho Murieta, Rancho Palos Verdes, Rolling Hills Estates, San Bernardino, San Jose, San Ramon, Santa Rosa, Upland, Sacramento County and Santa Barbara County

Mr. Tagore-Erwin developed and designed service terms and conditions, franchise agreements and contracts, and cost proposal forms for the solid waste and recycling programs. He assisted in the preparation of the solid waste and recycling procurement documents, conducted pre-proposal conferences and interviews, prepared RFP addenda, negotiated final franchise agreements and contracts, and presented recommendations to City Councils and County Boards of Supervisors.

PERFORMANCE REVIEW AND MANAGEMENT EVALUATION

California Communities: Bell Gardens, Colton, Garden Grove, Manteca, Monrovia, Rancho Palos Verdes, San Bernardino, San Leandro, Upland and; Amador County

Arizona Communities: Gilbert, Glendale, Phoenix, Scottsdale, and Maricopa County

Mr. Tagore-Erwin reviewed management structures, job classifications and qualification requirements, and billing and customer service systems. He also conducted on-site inspections of collection operations and maintenance procedures, and reviewed routing and route efficiency. He analyzed operational and financial impacts of implementing automated collection systems, single-stream recycling programs, and variable can rates for residential and commercial customers.

Staff Qualifications

Richard Tagore-Erwin

Over the past 18 years, Mr. Tagore-Erwin has worked with public agencies to design, evaluate, and implement solid waste collection, processing, disposal, and administrative operations. His work focuses on procurement, financial analysis, operational review, and sustainable development.

The work that Mr. Tagore-Erwin completed for Santa Rosa allowed the City to implement single-stream and "no charge" commercial recycling four years ahead of schedule.

Mr. Tagore-Erwin's work in the City of Colton resulted in a 20% rate decrease, implementation of automated collection and provided over \$10 million to the City's general fund.

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Staff Qualifications

Richard Tagore-Erwin

RATE REVIEW AND FINANCIAL ANALYSIS

California Communities: Capitola, Garden Grove, Roseville, Sacramento and El Dorado County

Nationwide Communities: Scottsdale, Arizona and Douglas County, Nevada

Mr. Tagore-Erwin assisted in reviewing rate applications for franchise haulers. As part of his efforts, he reviewed financial statements and assisted in the preparation and analysis of pro-forma rate models. He also conducted Peer Community Surveys to determine if proposed rates were consistent with surrounding market rates. He assisted in working sessions with the Cities and Counties and their franchised haulers, prepared the reports, and assisted in the presentations to City Councils and County Boards of Supervisors.

CONTRACT COMPLIANCE, MONITORING AND REPORTING

California Communities: Irwindale, Marin County, Monrovia, Montebello, Rancho Murieta CSD, Sacramento, Sacramento County, San Bernardino County, Santa Rosa and Western Placer Solid Waste Authority

Arizona Communities: Phoenix

Mr. Tagore-Erwin prepared hauler monitoring and reporting programs for single jurisdictions and regional agencies. He conducted on-site audits of hauler financial and operational records. He also developed and implemented reporting databases by jurisdiction, facility used, material type, and tonnage.

SOLID WASTE FACILITY EVALUATION AND DEVELOPMENT

California Communities: Marin County, Sacramento, Sacramento County, Santa Cruz, San Gabriel, South Pasadena, Western Placer Solid Waste Authority

Arizona Communities: Phoenix and Tucson

Mr. Tagore-Erwin prepared feasibility plans, conducted performance testing, and evaluated processing equipment and facility layouts. He administered procurement processes for MRF and compost equipment and operators, reviewed operating contracts, provided contract language amendments, prepared secondary markets analyses, developed marketing agreements, and reviewed protocol for material acceptance. Mr. Tagore-Erwin also conducted facility tours, made presentations to community groups, City Councils, and Boards of Supervisors.

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TUCSON ENVIRONMENTAL TECHNOLOGY PARK
Actlink USA Corp., Arizona

Mr. Tagore-Erwin led the project team in assembling a development team, developing the project concept, conducting the economic and technical analysis, and preparing a project proposal to build the Tucson Environmental Technology Park (TETP). In conjunction with the project developer, Actlink USA, his efforts focused on preparing an extensive economic development analysis in terms of job creation, capital investment, payroll, and value-added. The work effort also included preparing preliminary site design, identifying and negotiating agreements with TETP's end-use manufacturers, conducting a market study, preparing a waste characterization study, and performing an environmental site review.

RECYCLING MARKET DEVELOPMENT STUDY
State of Arizona, Department of Commerce.

Mr. Tagore-Erwin conducted this landmark study to assess the current and potential impacts of the recycling industry on Arizona's economy. His efforts focused on quantifying the amount and types of recyclables collected, processed, and used as feedstock in Arizona. Next, Mr. Tagore-Erwin analyzed the impact of recycling on Arizona's economy, in terms of jobs, investment, and value-added economic activity. The results of the study indicated that recycling accounted for over \$1.3 billion in capital investment and value added activities, and approximately 4,000 direct jobs.

SOLID WASTE PLANS, WORKSHOPS, AND MANUALS

California Communities: Clayton, Los Angeles County, Manteca, Marin County, Monterey County, Napa County, Sacramento, Sacramento County, San Bernardino and State of California

Nationwide Communities: Department of Environmental Quality, State of Arizona; Department of Commerce, State of Arizona and State of New Mexico

Worldwide Communities: Guam, U.S. Navy

Mr. Tagore-Erwin led project teams in preparing over 100 solid waste management plans, waste characterization studies, and resource and planning manuals. He prepared state-wide, regional and local solid waste management plans, conducted multi-jurisdiction waste characterization studies, and worked with individual municipal agencies to develop in-house recycling programs. He has also prepared planning manuals and conducted workshops for jurisdictions throughout California,

**Staff
Qualifications**

Richard Tagore-Erwin

R3

Staff Qualifications

Richard Tagore-Erwin

Arizona and New Mexico, and has advised the California and Arizona state legislatures on solid waste policies.

"BUY RECYCLED" PROCUREMENT STRATEGIES

City of Tucson, Arizona.

Mr. Tagore-Erwin led the project team in conducting a comprehensive review of Tucson's procurement policies and processes. His efforts focused on providing the City with an implementation plan detailing how bid specifications and the procurement process should be changed to increase the purchase and use of products with recycled content, those that generate less waste, and those products that can easily be recycled.

Education

Bachelor of Arts in Political Science, University of Hawaii, Manoa

Master of Arts in Political Science, University of Hawaii, Manoa

Publications, Presentations, and Workshops

"Creating Effective Local Partnerships," presented to the League of California Cities Annual Conference, San Francisco, CA.

"Linking Solid Waste Management to Sustainable Development," presented to the Commission on Sustainable Development, Washington, D.C.

"Implementing Source Reduction and Recycling Programs," presented to regional groups in Flagstaff, Phoenix and Tucson, Arizona. ***"Economic Impact of Recycling,"*** presented to the Southwest Public Recycling Association, Tucson, Arizona

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Project Experience

Ms. Arce has served as the project manager or materially participated in the following projects:

USED OIL PROGRAM ADMINISTRATION

County of Madera

Ms. Arce assisted the County in designing and planning public outreach events and program elements to effectively use grant money. Program elements included conducting semi-annual used oil Certified Collection Centers (CCC) visits and creating a survey which assessed CCC operations, procedures, and equipment needs. Other program elements consisted of increasing the number of participating CCCs, planning county-wide collection events, developing and coordinating the distribution of informational brochures and billing inserts to publicize events, and procuring oil-related give-away items for events.

In addition to planning and executing County programs, Ms. Arce submitted surveys reports to the County and she was responsible for preparing and submitting progress reports to the California Integrated Waste Management Board on behalf of the County.

AB 939 PROJECTS

California Communities: Irwindale, Montebello, Napa County, Rancho Cordova, San Francisco and San Francisco County, Sonoma County

Ms. Arce has performed waste diversion studies and site assessments; performed base-year studies; and authored AB 939 Annual Reports on behalf of jurisdictions. Ms. Arce has also monitored a city's 22 hauler's diversion performance through evaluating quarterly reports for accuracy and compliance with city ordinances while maintaining the city's hauler assistance hotline.

Staff Qualifications

Myriam Arce

Ms. Arce has three years of environmental planning experience, which includes designing and implementing used motor oil collection programs; authoring California Environmental Quality Act Initial Studies and evaluating Environmental Impact Reports (EIR); performing AB 939 compliance and base-year studies; analyzing California and federal solid waste regulations; assisting collection contract transitions; and performing financial reviews.

R3

Staff Qualifications

Myriam Arce

COLLECTION TRANSITION ASSISTANCE

California Communities: *Citrus Heights, Dublin, Lake Forest, Rancho Cordova, Rancho Murieta Community Services District, Salinas Valley Solid Waste Authority, San Bernardino and Stockton*

Ms. Arce assisted jurisdictions establish new hauler services or implement recycling programs through reviewing contracts, developing contract checklists, presenting program changes at community workshops, and providing customer assistance by answering recycling hotline questions.

REGULATORY REVIEW

California Agencies: *Allied Waste Industries, Campo Resource Recovery Corporation, Central Valley Regional Quality Control Board and Santa Clara Police Athletic League*

Ms. Arce has provided an array of regulatory review services ranging from evaluation of California regulations and their ability to provide environmental protection at dairy facilities to developing post-closure land use plans for landfills. Ms. Arce has also identified weaknesses in specific Indian Band environmental regulations in comparison to California and federal regulations.

FINANCIAL ANALYSIS

California Communities: *Campo Resource Recovery Corporation and Fremont*
Nevada Communities: *Douglas County*

Ms. Arce has evaluated financial statements from haulers to determine whether a rate increase was warranted and also analyzed holding fee claims to determine whether the claims were applicable and accurate. Ms. Arce has also conducted a valuation of a 30 million ton permitted disposal landfill using replacement, comparable, and net present value methodologies.

Education

Bachelor of Science in Conservation and Resource Studies,
University of California, Berkeley

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Section 3

Project Schedule

Schedule

R3 has developed this Scope of Services and project schedule to enable the City to compete Tasks 1- 4 no later than June 1, 2006.

Table 3-1 below provides the project schedule.

**Table 3-1
City of Winters
Waste RFP Schedule — Major Milestones**

Task	Date (Week of...)
Notice to Proceed Submitted to R3	February 6, 2006
Project Kick-off Meeting (Task 1.2)	February 13, 2006
Initial Program Evaluation (Task 1.3)	March 6, 2006
Community Workshop (Task 2.1)	March 13, 2006
Complete Development of RFP and Release Document (Tasks 3.1, 3.2, 3.3 and 3.4)	March 27, 2006
Mandatory Pre-Proposal Conference (Task 3.5)	April 3, 2006
Proposals Due	April 24, 2006
Evaluation Team Completes Evaluation	May 1, 2006
Council Approves Selection	May 8, 2006
Complete Negotiations and Finalize Franchise Agreement	May 22, 2006
Council Executes Franchise Agreement (Task 4)	May 22, 2006
Begin Service	September 1, 2006

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**Project
Schedule**

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Section 4

References

The following references are for projects that R3 team members have managed or had a significant contribution.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CA **Procurement of Solid Waste Collection Services**

Contact:

Mr. Ed Crouse, General Manager
P.O. Box 1050
Rancho Murrieta, CA 95683
(916) 354-3700

Project Description:

Procurement of residential solid waste collection and recycling services.

Project Dates:

November 2003 – December 2005

Staff Assignments:

Richard Tagore-Erwin, Project Manager
Ric Hutchinson, Project Support
Steve Harriman, Project Support
Myriam Arce, Project Support

R3 believes that qualifications and references should focus on the people who will perform the services requested by the City.

To that end, we invite the City to contact our client references.

We are confident that our current and past clients will provide our staff with high marks on thoroughness, quality, technical ability, and understanding of the political nature of decisions made in the public arena.

CITY OF CITRUS HEIGHTS, CA **Solid Waste Procurement and Transition Services**

Contact:

Mr. David Wheaton, Director of General Services
6237 Fountain Square Drive
Citrus Heights, CA 95621
(916) 727-4770

Project Description:

Procurement of residential solid waste, green waste and recyclables collection services; rate review and financial analysis; AB 939 support services, and assistance with transition to the new solid waste service provider.

Project Dates:

April 2003 - ongoing

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References

Staff Assignments:

Steve Harriman, Project Manager
Ric Hutchinson, Project Support
Richard Tagore-Erwin, Project Support
Myriam Arce, Project Support

CITY OF FOLSOM, CA**Implementation Management and Technical Assistance****Contact:**

Mr. Ken Payne, Utility Department Director
50 Natoma Street
Folsom, CA 95630-2696
(916) 351 - 3573

Project Description:

Management assistance with implementation of residential variable can rate, green waste and commingled recycling programs. Performed a "Time and Motion" study in order to re-route the City's collection operations. Assisted with community workshops, public education and outreach campaign. Currently assisting with the preparation, adoption and implementation of a construction and demolition debris Ordinance.

Project Dates:

March 2005 - ongoing

Staff Assignments:

Steve Harriman, Project Manager
William Schoen, Project Support
Myriam Arce, Project Support

CITY OF DUBLIN, CA**Solid Waste Procurement Services****Contact:**

Mr. Jason Behrmann, Sr. Administrative Analyst
100 Civic Plaza
Dublin, CA 94568
(925) 833-6657

R3

Project Description:

Procurement of residential and commercial solid waste, green waste and recyclables collection services; development of a construction and demolition ordinance; and assistance with transition to the new service provider.

Project Dates:

July 2004 - Ongoing

Staff Assignments:

Ric Hutchinson, Project Manager
Steve Harriman, Project Support
Richard Tagore-Erwin, Project Support

References

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References

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Section 5

Project Budget

Project Budget

Table 5-1 below provides the proposed project budget.

Table 5-1 City of Winters Proposed Project Budget			
Task	Description	Hours	Cost
1.0	Determine City's Collection and Disposal Needs		
1.1	Document Request and Review	12	\$ 1,440
1.2	Project Kick-Off Meeting	8	\$ 960
1.3	Initial Program Evaluation	12	\$ 1,440
<i>Subtotal 1.0</i>		32	\$ 4,640
2.0	Community Workshop		
<i>Subtotal 2.0</i>		16	\$ 1,920
3.0	Prepare, Issue and Evaluate RFP's		
3.1	Develop Performance Requirements	8	\$ 960
3.2	Develop RFP Document	57	\$ 6,840
3.3	City Council Presentation	8	\$ 960
3.4	Finalize and Issue RFP	24	\$ 2,880
3.5	Pre-Proposal Meeting and RFP Addenda	32	\$ 3,840
3.6	Evaluation of Proposals	40	\$ 4,800
<i>Subtotal 3.0</i>		169	\$ 20,280
4.0	Finalize Agreement and Council Approval		
<i>Subtotal 4.0</i>		26	\$ 3,120
Total Project Budget		243	\$ 29,960

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Project Schedule

Billing Rates and Charges – January/ December 2006*

Technical Services

Project Director	\$145 per hour
Principal	\$140 per hour
Senior Manager/Project Manager	\$130 per hour
Associate II	\$90 per hour
Associate I	\$70 per hour
Administrative support	\$50 per hour

Reimbursable Costs

Consultants/Subcontractors	cost
Lodging and meals	cost
Travel — Private or company car	\$0.485 per mile
Delivery and other expenses	cost

** Table 5-1 above assumes a blended billing rate of \$120 per hour*

Payments

Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice

R3

Project Approach

R3 understands that the City of Winters ("City") wishes to conduct a competitive proposal process by issuing a Request for Proposals document ("RFP") to procure residential and commercial solid waste collection, recycling and disposal services.

Our proposed Scope of Services for this project is for full service procurement assistance. R3 has considered the following factors in regards to the City of Winters in the development of this Scope of Services:

- Customer Service and Cost Effectiveness: The primary objective of the competitive process is to provide the residents and businesses of the City of Winters with the highest level of solid waste collection, disposal and recycling service at the most competitive price. R3 has prepared this Scope of Services to successfully accomplish this objective.
- Project Schedule: The initial term of the current Franchise Agreement with Waste Management, Inc. ("WMI") expired on December 31, 2005. The City granted an extension through August 31, 2006 to allow sufficient time to complete the competitive bid process. According to staff and the City's RFP document, the City wishes to complete the RFP process and award a new franchise no later than June 1, 2006. This will allow sufficient time for transition to a new hauler (if necessary), and for the planning and implementation of new programs. R3 understands the City's aggressive time schedule and has developed this Scope of Services to complete the project on-schedule.
- AB 939 Compliance: The City's calendar year 2000 diversion rate was 58%. Since that time, the diversion rate has dropped slightly, however the preliminary 2004 diversion rate reported to the CIWMB still demonstrates compliance at 51%. R3 understands that the City wishes to execute a franchise agreement with a combination of diversion programs, hauler requirements and safeguards for the City to achieve AB 939 compliance on an on-going basis. The City may wish to consider a mechanism to provide a financial incentive to the selected hauler to exceed the diversion mandates of AB 939. R3 has successfully implemented this system in similar Franchise Agreements.
- Commercial Recycling Programs: R3 understands that the current commercial recycling programs offered by WMI require businesses to pay a separate fee for recycling services. While there may be a net cost savings for businesses that participate

Scope of Services

The following information was used by R3 in the preparation of this proposed Scope of Services:

- *The City's Request For Proposals document dated January 4, 2006*
- *Discussions with Mr. John Donlevy and Ms. Carol Scianna, City Manager and Recycling Coordinator for the City of Winters*
- *R3's experience working on numerous procurement projects with similar issues*

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Scope of Services

in recycling programs, we believe this system sends the wrong message to the business community. R3 recommends that the City consider restructuring the commercial rates such that recycling is offered to local businesses at no additional charge, and all program costs are built into the garbage collection rates. R3 recently implemented this system in several similar Franchise Agreements, and waste reduction and recycling activities have increased dramatically as a result. As the business sector continues to grow in the City of Winters, commercial recycling will play an increasing role in the effort to comply with the diversion requirements of AB 939, and this strategy will likely provide a long-term benefit to the business community and the City.

- Urban Growth: R3 understands that the residential and commercial sectors of the City are forecasted to experience significant growth throughout the term of the new Franchise Agreement. This will require the selected hauler to efficiently accommodate increases in accounts, collection fleet, labor, service area, etc.
- Community Participation: R3 understands that the City is committed to community participation and feedback during the procurement process, however staff also wishes to complete the procurement project as quickly and efficiently as possible. R3 therefore recommends one (1) community workshop be conducted to educate residential, multi-family and business sector customers about the procurement process, and to receive feedback on the design and structure of potential new programs. We have conducted numerous workshops on similar procurement projects, and we believe it is an important component of the process.

Our project approach is designed to result in a successful competitive procurement and franchisee selection process within the requested time schedule.

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Scope of Services

Work Tasks

This section details R3's work tasks for providing comprehensive assistance to procure residential and commercial collection, disposal and processing services. Please note that the tasks are designed to allow the City to evaluate several options and implement the preferred option.

Task 1: Determine The City's Collection and Disposal Needs

Task 1.1 Document Request and Review

Upon authorization to proceed, R3 will provide the City with a preliminary document request list. This will allow the City to assemble the required documents so the R3 Project Team can begin work as quickly as possible.

The following is a preliminary list of documents that will likely be requested from the City:

- Current Franchise Agreement with WMI and all amendments;
- Solid waste ordinances and resolutions;
- Current customer rate schedule;
- Residential and commercial demographic information (*additional information not included in the RFP*);
- Growth projections in the residential and commercial sectors;
- Annual disposal and diversion reports submitted to the California Integrated Waste Management Board ("CIWMB").

R3 will review the data and information submitted and identify any additional data requirements or issues for discussion at the Project Kick-off Meeting (Task 1.2).

Task 1.2 Project Kick-Off Meeting

The primary objective of the Kick-off Meeting is to confirm the project goals, review the project scope and schedule, identify appropriate contacts from the City and R3, and address any

R3

Scope of Services

outstanding issues or concerns. In addition, R3 will discuss the initial data and information review, and coordinate the nature and timing of access to City staff, facilities and records.

Prior to the Project Kick-off Meeting, R3 will prepare an agenda and project schedule in a detailed Gantt chart format. We will request that City staff review this documentation and work with R3 to prepare the final meeting agenda and materials prior to the Project Kick-off Meeting.

Task 1.3 Initial Program Evaluation

R3 will work with City staff to determine the best combination of solid waste collection, disposal and recycling programs for residential and commercial customers. The primary objective of this Task is to develop a "short-list" of program alternatives for presentation at the Community Workshop (Task 2) and for further technical evaluation. The programs and issues for evaluation may include, but not be limited to, the following:

- Separate versus combined solid waste collection and disposal contracts;
- Weekly versus biweekly collection of green waste and recyclables;
- Effectiveness of proposed programs in diverting waste from landfill disposal;
- Container sizes, colors, footprint and labeling requirements;
- Rate structures for residential and commercial garbage collection and recycling services;
- Financial incentives to increase recycling and/or penalties for failure to meet diversion requirements;
- Waste reduction, recycling and education programs and strategies for multi-family complexes and residents;
- Specific list of acceptable recyclables in City programs;
- Appropriate level of City Franchise Fee revenue (*currently 15 percent*);
- Household Hazardous Waste and E-Waste collection, disposal and recycling alternatives (*City RFP specifies two (2) annual drop-off events*);

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- Annual customer rate setting and contractor(s) service fee adjustment mechanisms;
- Open versus exclusive franchise or permit system for recycling companies (source-separated collection at no charge) and debris-box haulers;
- Clean air technologies versus conventional vehicles;
- Provision of solid waste collection, disposal and recycling services to City offices, parks and facilities;
- Service challenges such as narrow or steep streets, long driveways, gated communities, mixed-use developments, etc;
- Public education and community outreach programs.

R3 will prepare a report to the City detailing the results of the initial evaluation of alternatives. The report will include an evaluation matrix with linkages between specific program options and the technical and financial evaluation. R3 will then work with City staff to develop a "short-list" of program options to be presented and discussed at the Community Workshop (Task 2). The recommendations will also form the basis of program options to be included in the RFP Package (Task 3).

Task 1 Deliverables

Task 1 includes the following deliverables:

- Initial document request list submitted to City staff;
- Detailed project schedule in Gantt chart format;
- Review and confirmation with City Staff of project objectives, approach, schedule, budget, communication protocol, etc;
- Preliminary agenda for Project Kick-off Meeting;
- Participation during Project Kick-off Meeting;
- Three (3) copies of a written report summarizing the evaluation of program options;
- As requested by City staff, one (1) presentation of Task 1 results to City staff, City Council or evaluation committee.

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Task 2: Community Workshop

R3 believes that community participation at the early stage of selecting program options is a key feature of a successful procurement process. The primary objectives of the proposed community workshop are to inform residents and businesses about the procurement process, and to receive input on the proposed program options.

Building on Task 1, R3 will work with City staff to conduct a Community Workshop to generate/receive input, ask/answer questions, and review the issues matrix (addressing issues such as service frequency and containers). R3 anticipates working with City staff to identify homeowners associations, business groups, and local media outlets to provide opportunities for community input.

R3 proposes to conduct the workshop during the "Initial Program Evaluation" phase of the project (Task 1.3). R3 will be responsible for the preparation of a presentation using Microsoft PowerPoint™ and an LCD projector. Color copies of the presentation materials will be provided to the City for distribution at the workshop.

Task 3: Prepare, Issue and Evaluate Request for Proposals (RFP's)

Task 3.1 Develop Performance Requirements

This phase of the preparation of the RFP document involves the development of performance requirements. R3 understands that the process of developing performance requirements may involve several meetings with City staff and R3.

The performance requirements will establish minimum service standards and focus primarily on operational issues. Upon completion by City staff and R3, the performance requirements will be incorporated into the draft Franchise Agreement and distributed in the RFP package. The performance requirements may include, but not be limited to, the following:

- Minimum waste diversion requirements;
- Minimum waste disposal facility requirements;
- Specifications for container sizes, colors, footprint, labeling, etc.;
- Public education program requirements (e.g., quarterly newsletter, website, classroom programs, etc.);

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Scope of Services

- Collection, disposal and recycling services to City offices, facilities and events;
- Time requirements for responses to customer calls regarding service complaints (e.g., missed collections, material spillage, hydraulic leaks, etc.);
- Time requirements for responses to customer calls regarding billing complaints, new accounts, etc.;
- Time requirements for cart or bin exchanges;
- Vehicle noise requirements;
- Vehicle maintenance requirements;
- Minimum insurance coverage requirements;
- Collection frequency and method; and
- Processing and marketing requirements for green waste and recyclables.

Task 3.2 Develop Request for Proposals Document

R3 will prepare an RFP package based on information generated from Tasks 1 and 2, as well as our experiences working with the solid waste community. The RFP will include a draft Franchise Agreement, which will specify the conditions of the franchise (e.g., collection and disposal service requirements, performance standards, insurance, and liability/indemnification requirements), and cost forms for contractors to complete. The RFP will specify minimum requirements and qualifications and will require contractors to submit work plans that specify how they will transition to new services, achieve diversion requirements, implement customer service programs, and promote public education activities.

Separate sections of the RFP will include instructions specifying the rules of the negotiation process for the contractors and the City, the format and submittal of responses, proposal cost and service forms, and the method for evaluating responses. We suggest including computer disks that contain forms for the contractors as part of the submittal package. As an option, the City may wish to post the RFP on its web site in PDF format.

In our experience, the Franchise Agreement should be developed and issued as part of the RFP package. This significantly reduces the time and cost of negotiations, and contractually links the

R3

Scope of Services

requested services to proposed costs as part of the evaluation process. We have followed this proven approach in our scope of services and strongly recommend that the City elect to use it given the project timeline. ***R3 understands that the City is satisfied with the current Franchise Agreement, and wishes to use it as a starting point for the new agreement.***

Accordingly, R3 will work with City staff to revise the current Franchise Agreement, as necessary, to be included as part of the RFP package. Contractors will be required to specify any exceptions and provide language for any changes they propose as part of their proposal package. In addition, contractors will not be allowed to make changes to the Franchise Agreement after submittal of proposals.

The Franchise Agreement will establish the scope of services to be provided by the contractor and will specify performance standards. The scope of services in the Franchise Agreement will address, at a minimum, the following:

- Definitions;
- Representations and warranties;
- Franchise term;
- Scope of services;
- Compensation;
- Operating assets;
- General requirements;
- Financial record-keeping and reporting requirements;
- Indemnity, insurance, and bond;
- Performance standards
- Breach, default, and remedies; and
- AB 939 diversion requirements and indemnification.

Task 3.3 City Council Presentation

R3 will develop and give a presentation explaining the details of the draft RFP for review by the City Council. R3 will attend a City Council meeting to present the details of the draft RFP for discussion and approval prior to release.

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Task 3.4 Finalize & Issue RFP

R3 will finalize the RFP and provide the City with one un-punched, original, and up to ten (10) copies in three-ring binders. In addition, R3 will publicize the availability of the RFP package, and provide the City with a draft notice of the availability for release on City letterhead.

Task 3.5 Conduct Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda

R3 will conduct a mandatory pre-proposal meeting with prospective proposers. The pre-proposal meeting will provide the opportunity for the City to review the RFP with prospective proposers and answer questions as appropriate. R3 will prepare written responses to questions raised before and during the pre-proposal meeting for submittal to all parties who attend the meeting. In addition, R3 will prepare addenda to the RFP, as necessary.

As part of this subtask, R3 will be responsible for:

- Conducting the pre-proposal meeting;
- Preparing written responses to questions raised before and during the pre-proposal meeting; and
- Preparing addenda to the RFP, as required.

Task 3.6 Evaluation of Proposals

R3 will assist the City in evaluating the proposals received in response to the RFP. R3 recommends that City staff consider the use of a "double-blind" process to complete the evaluation and selection process. This process works as follows:

First, R3 will provide scoring instructions and tables to members of the evaluation committee with six (6) evaluation criteria, including:

- Overall responsiveness to the RFP;
- Proposers' experience;
- Adequacy and completeness of the technical proposal;
- Financial stability;
- References; and
- Proposed cost.

R3

Scope of Services

After the evaluation committee has completed the evaluation process, the raw scores will be sealed and given to the City Clerk. R3 will then make a presentation to the City Council on the six (6) evaluation criteria, and the Council members will individually assign weights to each criterion. The Council weights will then be averaged and applied to the raw scores from the evaluation committee. R3 will calculate the weighted results for each proposal by applying the average weighting factors from the City Council to the raw scores from the evaluation committee. This "Double Blind" process has worked effectively in numerous procurement processes performed by R3 Team Members, and has proven effective in maintaining the objectivity of the selection process.

Task 3 Deliverables

For Task3, R3 will be responsible for the following:

- Preparing an RFP package for distribution to prospective haulers and disposal facilities that includes the draft Franchise Agreement, process rules, evaluation and selection criteria, project schedule, and all required forms;
- Amending the City's current Franchise Agreement to address all items listed in Task 3.2 above;
- Providing process rules to guide the procurement process (e.g., how the proposers may communicate with City staff, the consultant, and the City Council, the format for negotiation sessions; and options available to the City if negotiations are not completed successfully);
- Preparing a notice of availability of the RFP document and how proposers may obtain copies;
- Conducting a pre-proposal meeting;
- Preparing written responses to questions submitted before and during the pre-proposal meeting;
- Preparing addenda to the RFP, as required;
- Assisting the evaluation committee with the evaluation of the technical feasibility of each proposal;
- Assisting the evaluation committee with the evaluation of each proposers statement of technical feasibility, financial solvency and demonstrated success in the industry;

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Scope of Services

- Preparing an evaluation matrix to easily compare the proposed collection and disposal rates for each service or program;
- Preparing any written request for clarification to the proposers, as necessary;
- Scheduling and conducting interviews with the proposers;
- Conducting additional community workshops, as necessary (Task 2);
- Preparing a letter report detailing the results of the evaluation committee;
- Presenting the results of the evaluation process to the City Council.

Task 4 Negotiate with Top Ranked Contractor, and Finalize New Franchise Agreement for City Council Approval

R3 will participate in Franchise Agreement negotiations with the top-ranked contractor. Negotiations will focus on clarifying the contractor's service and cost proposals, finalizing contractual language, and ensuring that the proposed collection and disposal rates are appropriate given the level of requested service. Based on similar project experience, we anticipate a series of offers and counter-offers over an approximate two-week period. We therefore suggest that the City host the negotiation sessions.

Task 4 Deliverables

- Participating in negotiations with the top ranked contractor(s). Negotiations will focus on clarifying the contractors' service and cost proposals, finalizing contractual language, and to the extent necessary, clarifying the proposed collection and disposal rates;
- Preparing a listing of outstanding service, cost, and Franchise Agreement issues to be negotiated with the contractors;
- Preparing a report detailing the results of the negotiation session;

R3

Scope of Services

- Revising the Franchise Agreement(s) based on the results of the negotiation sessions¹;
- Conducting additional community workshops (as specified in Task 2); and
- Presenting the results of the final negotiations to the City Council.

Optional Tasks

The following are examples of optional tasks that R3 has performed for other clients in the execution of similar procurement projects.

These services would be performed as necessary at the direction of City staff. ***Please note that the Project Budget included in Section 5 does not include any of these optional tasks.***

Transition Assistance

In order to ensure a smooth transition of haulers (if necessary) and implementation of new programs, R3 will work with the selected contractor to develop and maintain a checklist to organize and track implementation tasks during the transition period. R3 proposes that the checklist be initially developed in conjunction with the selected contractor, and reviewed and updated regularly during the transition process.

The following are examples of transition checklist tasks:

- Order collection vehicles, carts and/or bins;
- Develop a plan to coordinate the transition of customer and billing functions to a new hauler;
- Develop a plan to coordinate the delivery of new carts and/or bins with the collection of old carts and/or bins from local residents and businesses;
- Develop new route maps and inform residents of collection day changes;
- Develop an equipment inventory;
- Develop and implement a public education campaign;

R3

¹ It has been our experience that minimal changes are required to finalize the Franchise Agreement.

Scope of Services

- Coordinate a "Kick-off" media event for collection programs;
- Advertise community meetings; and
- Develop press releases.

Develop Contractor Reporting Checklist

The contractor will be required to submit numerous reports to the City during the contract term. R3 will develop a checklist for easy reference by both the City and the contractor to identify recurring contractual requirements and the corresponding due dates. The checklist will be used as a tool at the meetings between the City, the contractor and R3 to address concerns or confusion regarding these requirements.

The following are examples of reporting checklist tasks:

- Annual diversion report;
- Contractors payment to City;
- Financial information report;
- Accounting records;
- Contract materials records;
- CIWMB format annual reports;
- Public education and outreach plan;
- Annual collection service notice; and
- Performance bond and insurance certificates.

Development of Franchise Fee Payment System

The contractor will be required to submit a monthly Franchise Fee payment to the City throughout the contract term. R3 will coordinate with the City and the contractor to develop a Franchise Fee Payment form for use by the contractor. The form will provide the detail needed by the City to document the basis for the franchise fee payments.

Review of Contractor Accounting System

For purposes of calculating franchise fees and reviewing financial records, it is important that the contractor's accounting system be

R3

Scope of Services

designed to segregate the revenues and expenses related to the City Franchise Agreement from those revenues and expenses related to services provided to other municipalities.

As part of the development of the franchise fee payment system, R3 will review the accounting system developed by the contractor to verify that it is designed to segregate the revenues and expenses related to the services provided under the terms of the Franchise Agreement with the City.

Customer Service and Billing

The contractor will be required to provide a Customer Service and Billing Center for City residents. In addition, the Franchise Agreement will contain a variety of other requirements related to customer service and billing.

R3 will review the customer service training program and observe the customer service operations during the transition period. In addition, we will review customer service call logs for problem area patterns, and work with the City and the contractor as needed to resolve the identified problem areas.

R3

MAYOR:
Dan Martinez
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Harold Anderson
Steve Godden
Tom Stone



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Margaret Dozier
CITY CLERK:
Nanci Mills
CITY MANAGER:
John W. Donlevy, Jr.

February 8, 2006

Al Wright, Executive Director
WILDLIFE CONSERVATION BOARD
1807 13th Street, Suite 103
Sacramento, California 95814-7117

Dear Mr. Wright:

The City of Winters is pleased to offer this letter of support for Yolo County's efforts to apply for grant funds through the State Wildlife Conservation Board (WCB) to prepare an oak woodlands management plan, pursuant to Assemblywoman Helen Thomson's Oak Woodlands Conservation Act of 2001.

Development of an oak woodlands management plan for Yolo County would bring together conservationists, government agencies, and private landowners to recommend priority areas for voluntary oak woodlands conservation, identify creative approaches to conserve oak woodlands, and design public outreach and education efforts. Yolo County has a long history of working successfully with landowners to preserve and enhance natural resources. The preparation of an oak woodlands management plan will be aided by these past successes.

Oak woodlands once covered large portions of the Sacramento Valley, including Yolo County, although the acreage of oak woodlands prior to settlement is unknown. Settlers moving to the region in the 1800s quickly realized that valley oaks grew on the most fertile soils and removed the oak trees to make room for homes, grazing, and crops. Fortunately, approximately 84,000 acres of oak woodlands remain in Yolo County.

The oak woodlands management plan will allow Yolo County the opportunity to better understand changes in oak woodlands over the past century and identify priority areas for voluntary conservation efforts. The City of Winters looks forward to working with Yolo County to prepare and implement the oak woodlands management plan, and strongly recommends that the Wildlife Conservation Board fund their proposal.

Sincerely,

DRAFT

Dan Martinez – Mayor
City of Winters

cc: John Bencomo, Director of Planning, Resources, and Public Works
Julia McIver, Deputy Director, Parks and Natural Resources Management Division



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : February 7, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services *Nanci*
SUBJECT: Consolidation of Elections Resolution 2006-01

RECOMMENDATION:

That the City Council adopt amended Resolution 2006-01, a Resolution of the City Council of the City of Winters calling for a General Election, requesting the consolidation of the election with Statewide Primary Election for Council Member election, to be held on June 6, 2006.

BACKGROUND:

At the last Council meeting on January 17, 2006, the City Council adopted Resolution 2006-01, a resolution to consolidate the elections. However, when the County received a copy of our resolution they returned it because it did not have "Statewide Primary Election" included in the body of the resolution. The attached resolution was corrected to reflect the appropriate language.

FISCAL IMPACT:

None by this action.

**CITY OF WINTERS
RESOLUTION 2006-01, AS AMENDED**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CALLING FOR A
GENERAL ELECTION, REQUESTING THE CONSOLIDATION OF THE ELECTION WITH THE
STATEWIDE PRIMARY ELECTION FOR COUNCIL MEMBER ELECTION,
TO BE HELD ON JUNE 6, 2006**

WHEREAS, the Election Code of the State of California, Section 22801 et seq. authorize and provide for the conduct of elections by municipalities; and

WHEREAS, the terms of office of three members of the Winters City Council, the office of the City Clerk and the office of the City Treasurer will expire on June 6, 2006; and

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

1. A general municipal election shall be held in the City of Winters on the 6th day of June, 2006, for the following offices:

The Office of City Council, the Office of the City Clerk and the Office of the City Treasurer of the City of Winters, 4 year terms, to be filled.

2. The City of Winters legal staff, Mayor and City Clerk are hereby authorized to execute any and all documents necessary to effect the above.
3. The City of Winters will pay for one publication of the optional candidate's statement included in the Sample Ballot.
4. The Yolo County Elections Department is hereby authorized to conduct the election for the City of Winters, to be reimbursed reasonably therefore.
5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Yolo.

Passed and Adopted this 7th day of February 2006, by the following vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Dan Martinez, Mayor

ATTEST :

Nanci G. Mills, City Clerk

**CITY OF WINTERS
RESOLUTION 2006-01, AS AMENDED**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CALLING FOR A
GENERAL ELECTION, REQUESTING THE CONSOLIDATION OF THE ELECTION WITH THE
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5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Yolo.

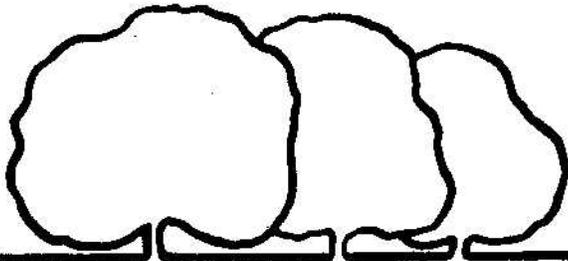
Passed and Adopted this 7th day of February 2006, by the following vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Dan Martinez, Mayor

ATTEST :

Nanci G. Mills, City Clerk



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

(530) 661-5806

FAX (530) 661-5813

January 11, 2006

TO: Members of the Yolo County Board of Supervisors

FROM: Sue Vannucci, CMC, City Clerk, City of Woodland

RE: Placement of Council Member Election and Ballot Measures on June 6, 2006, Consolidated Election Ballot

The City of Woodland respectfully requests approval of the following action by the County Board of Supervisors:

RECOMMENDED ACTION:

Approve a request from City of Woodland that the Yolo County Board of Supervisors direct the County Elections Official to render services to the City relating to the Council Member election and consideration of Ballot Measures by placing these items on the June 6, 2006 Statewide Primary Election Ballot, and approve the consolidation of the election on these issues with the June 6, 2006 Election.

REASON FOR RECOMMENDED ACTION:

On January 10, 2006 the Woodland City Council adopted Resolution No. 4706 calling an election, requesting the consolidation of the election with the Statewide Primary Election for Council Member election and a ballot measure as indicated below, and placement of such election on the June 6, 2006 ballot. Attached is a copy of said Resolution. The language being requested is as follows as a means to advise the Board of Supervisors and County Elections of the intention to include the items on the ballot. Official language to follow:



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: February 7, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Assumption of STBG700 Loan by Surviving Spouse

RECOMMENDATION:

Approve the attached Assumption of Loan by Surviving Spouse of property APN #003—176-06-1

BACKGROUND:

In 1992, the City of Winters issued loans for the rehabilitation of homes to individuals within certain income ranges. One such note was issued for the property located APN#003-175-06, the owner of which recently passed away. His spouse has requested that the City approve her assumption of the note with the same terms as in the original note. A review of the documents submitted by the applicant with the request documents that she is eligible based on the income restriction, that is, she must have income less than 50% of the median income for Yolo County, or less than \$33,900. The applicant's income is \$19,165. For the loan to remain deferred, the applicants must also have a debt to income ratio greater than 30%. The applicant's debt to income ratio is 70%. The goal of the rehabilitation loans as stated by the California Housing and Urban Development Department is to aid low and very low-income individuals to remain homeowners.

FISCAL IMPACT:

Loan funds would remain outstanding to the current homeowner and not be available to future homebuyers.

JOHN C. WALLACE

ATTORNEY AT LAW
312A RAILROAD AVENUE
P. O. Box 578
WINTERS, CA 95694

CA State Bar #63121
PHONE (530) 795-4171
FAX (530) 795-3578

MEMORANDUM

Date: January 31, 2006

To: Shelly Gunby, Director of Financial Management
City of Winters

FROM:  John C. Wallace,

RE: Philip G. Ritchie, Decedent
Assumption of Note/Deed of Trust, by Jeanne Ritchie,
Surviving Spouse

Dear Shelly: Please find enclosed the Assumption to be signed by Jeanne Ritchie. Please note that the Assumption has to be notarized, and the original returned to you for recording. Please call if you have questions.

JCW/j
Enc. .

RECORDING REQUESTED BY: And When Recorded Mail Document To: CITY OF WINTERS 318 FIRST STREET WINTERS, CA 95694 Escrow No. Title Order No.	SPACE ABOVE THIS LINE FOR RECORDER'S USE
--	--

ASSUMPTION OF NOTE AND DEED OF TRUST

APN: 03-175-06

The undersigned grantor(s) declare(s)
 Documentary transfer tax is \$ 0 City tax \$ 0
 (X) computed on full value of property conveyed, or
 () computed on full value less value of liens or encumbrances remaining at time of sale
 () Unincorporated Area City of Winters

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JEANNE RITCHIE, Surviving Spouse of PHILIP G. RITCHIE,

Hereby Assumes Personally the obligations contained in the certain Promissory Note Dated May 9, 1995, including the security secured by the Deed of Trust recorded May 16, 1995, As Document Number 95-0010480-00, Yolo County Recorder, Yolo County California.

The Deed of Trust concerns

the following described real property in the City of Winters, County of Yolo, State of California:

THE WEST 50 FEET OF THE EAST HALF OF LOT 4, BLOCK 5, EDWARDS ADDITION TO THE TOWN OF WINTERS (NOW CITY) FILED DECEMBER 12, 1885 IN BOOK 39 OF DEEDS, PAGE 394, YOLO COUNTY RECORDS. A.P. #03-175-06

DATED:

STATE OF CALIFORNIA
 COUNTY OF YOLO
 ON _____ before
 me, _____ personally
 appeared

 JEANNE RITCHIE

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 NOTARY PUBLIC

DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust, must be surrendered to the First American Title Insurance Company with request for reconveyance

STRAIGHT NOTE

(This note contains an acceleration clause)

ESCROW NO. 3-87272-DMS:bnt

\$40,000.00

West Sacramento, California

May 9, 1995

On or before * , for value received, the undersigned promise to pay to
THE CITY OF WINTERS,
or order, at **2215 21ST STREET, SACRAMENTO, CA 95818**

the sum of **FORTY THOUSAND AND 00/100 DOLLARS (\$), 40,000.00**

with interest from MAY 16, 1995 until * , at the rate of **3.0000** per cent, per annum, payable

*THE LOAN IS DEFERRED AT 3% INTEREST WITH A REVIEW AT LEASE EVERY FIVE (5) YEARS BY THE CITY OR THE CITY'S AGENT, TO DETERMINE THE BORROWER(S) CONTINUED ELIGIBILITY FOR DEFERRED STATUS , IF, AT THE CONCLUSION OF ANY FIVE YEAR REVIEW, THE CITY DETERMINES THAT THE BORROWER(S) NO LONGER QUALIFIES FOR THE DEFERRED LOAN THEN THE LOAN SHALL BECOME FULLY AMORTIZED. ANY UNPAID BALANCE ON THIS LOAN WILL BE DUE AND PAYABLE UPON THE SALE OF THE PROPERTY, TRANSFER OF TITLE, DEATH OF THE BORROWER, OR CHANGE IN TENURE FROM OWNER OCCUPIED TO RENTAL.

AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE.

Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to the **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation, as TRUSTEE.



PHILIP G. RITCHIE

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE
COMPANY

AND BY RN RECORDED MAIL TO:
THE CITY OF WINTERS
C/O CONNELLY & ASSOCIATES
2216 21 STREET
SACRAMENTO, CA 95818

YOLO Co Recorder's Office
Tony Bernhard, County Recorder

DOC # 95-0010480-00
Acct 103-First American Title
Tuesday, MAY 16, 1995 09:10:35
Ttl Pd \$17.00 NR-0000019054
KIM/R1/2

THIS SPACE FOR RECORDER'S USE ONLY:

ESCHOWN NCL 3-87272-DMS:bnl

TITLE ORDER NO. 87272

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made May 2, 1995, between

PHILIP G. RITCHIE, an Unmarried Man, herein called TRUSTOR,

whose address is 403 RUSSELL STREET, WINTERS, CALIFORNIA and

FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, herein called TRUSTEE, AND

THE CITY OF WINTERS, A MUNICIPAL CORPORATION, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust with Power of Sale that property in the County of Yolo, State of California, described as:

THE WEST 50 FEET OF THE EAST HALF OF LOT 4, BLOCK 5, EDWARDS ADDITION TO THE TOWN OF WINTERS (NOW CITY) FILED DECEMBER 12, 1985 IN BOOK 39 OF DEEDS, PAGE 894, YOLO COUNTY RECORDS;

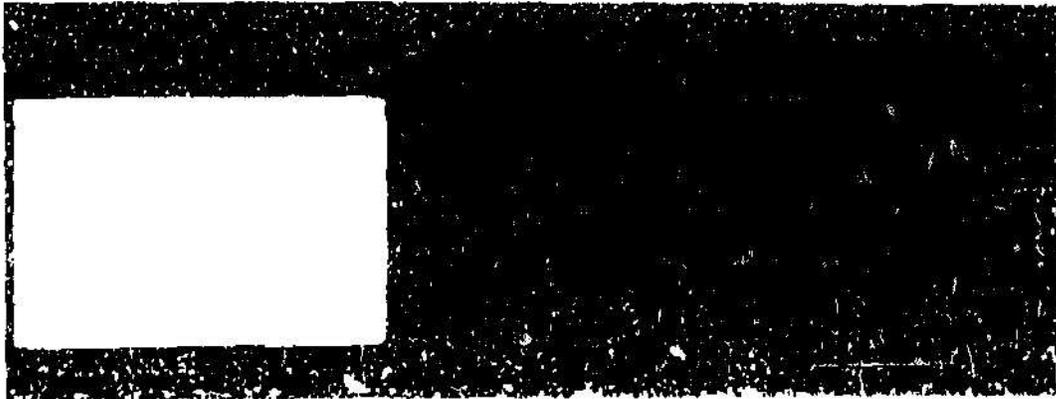
A.P. #03-175-08

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issue and profits,

For the Purpose of Securing: (1) Payment of the sum of \$40,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust

010480 MAY 16 1995

2/2



To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fiduciary deed of trust recorded in Orange County August 17, 1984, and in all other counties August 18, 1984, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below appears the name of such county, namely:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	3268	558	King	656	713	Riverside	1020	379	Sierra	38	187
Alpine	3	100-31	Lake	437	170	Pumas	166	1307	Stanislaus	508	764
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1730	813	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2007	427
Chico	185	338	Madera	911	130	San Benito	300	406	Stanislaus	1870	78
Colusa	323	391	Marin	1840	122	San Bernardino	6213	768	Sutter	856	585
Contra Costa	4604	1	Mariposa	00	453	San Francisco	AR04	538	Tahama	497	183
Del Norte	101	540	Mendocino	087	09	San Joaquin	2853	203	Tulare	108	885
Eldorado	704	635	Merced	1660	763	San Luis Obispo	1411	131	Tulare	2520	106
Fresno	5022	623	Mojave	191	83	San Mateo	4776	173	Tuolumne	177	180
Gleason	468	76	Mono	39	562	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	63	Monterey	257	230	Santa Clara	1626	664	Yolo	785	16
Imperial	1150	701	Napa	704	742	Santa Cruz	1638	807	Yuba	398	603
Inyo	185	072	Nevada	463	94	Shasta	800	633			
Kern	3758	600	Orange	7162	18	San Diego	Series S Book 1664				

Page 148774

shall insure to and bind the parties hereto, with respect to the property above described, said agreements, terms and provisions contained in said subdivisions A and B, identical in all counties, and printed on the reverse side hereof, are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, request that a copy of any notice of default and any notice of sale hereunder, be mailed to him at his address hereinbefore set forth

STATE OF CALIFORNIA
COUNTY OF Yolo

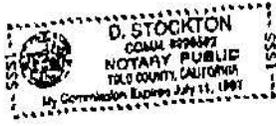
SIGNATURE OF TRUSTOR:
Philip G. Ritchie
PHILIP G. RITCHIE

On May 5, 1995
before me, D. Stockton
a Notary Public in and for said State, personally
appeared

Philip G. Ritchie

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature *D. Stockton*

(This area for official notarial seal)

010480 MAY 1995 2

END OF DOCUMENT

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE
COMPANY

AND WHEN RECORDED MAIL TO:

THE CITY OF WINTERS C/O
CONNERLY & ASSOC.
2215 21ST STREET
SACRAMENTO, CA 95818

YOLO Co Recorder's Office
Tony Bernhard, County Recorder

DOC - 95-0010481-00
Acct 103-First American Title
Tuesday, MAY 16, 1995 09:10:35
Ttl Pd \$7.00 Nbr-0000019055
KIM/R1/1

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. 3-87272-DMS

TITLE ORDER NO. 87272

Request For Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Serial No. N/A on DECEMBER 9, 1976, in Book 1222, Page 237, Official Records of Yolo County, California, and describing land therein as

THE WEST 50 FEET OF THE EAST HALF OF LOT 4, BLOCK 5, EDWARDS ADDITION TO THE TOWN OF WINTERS (NOW CITY) FILED DECEMBER 12, 1885 IN BOOK 39 OF DEEDS, PAGE 394, YOLO COUNTY RECORDS.

A.P. #03-175-06

Executed by PHILIP G. RITCHIE AND LINDA RITCHIE, as Trustor,

in which CENTRAL CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION, is named as Beneficiary,

and THE HEART OF CALIFORNIA CORPORATION, A CALIFORNIA CORPORATION, as Trustee,

be mailed to THE CITY OF WINTERS C/O CONNERLY & ASSOCIATES
at 2215 21ST STREET, SACRAMENTO, CA 95818

NOTICE: A COPY OF ANY NOTICE AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

DATED May 9, 1995
STATE OF CALIFORNIA
COUNTY OF YOLO

On May 10, 1995
before me, Linda Dell
a Notary Public in and for said State, personally appeared

Dolores Stockton

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda Dell

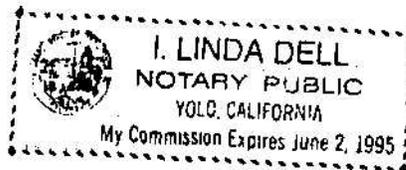
FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

BY: Dolores Stockton
DOLORES STOCKTON, ASSISTANT SECRETARY

BY: _____

BY: _____

BY: _____



(This area for official notarial seal)

010481 MAY 16 95

JOHN C. WALLACE

ATTORNEY AT LAW
312A RAILROAD AVENUE
P. O. Box 578
WINTERS, CA 95694

CA State Bar #63121
PHONE (530) 795-4171
FAX (530) 795-3578

MEMORANDUM

Date: February 1, 2006

To: Winters City Council

FROM: John C. Wallace,
CITY ATTORNEY

RE: New Ordinance – Development Security

Dear Council Members:

I've asked that this Ordinance be put on the consent calendar for introduction at the February 7th Council meeting. State law governs and constrains Cities in California in the approval of subdivisions. As part of the development, subdividers have to put in various "infrastructure" so that the City can accommodate the development. Infrastructure includes not only streets, street lights, stop signs, sidewalks, and storm drainage, but also large improvements like water wells and sewer plant lift stations. There is always the risk that a developer will be unable to complete the subdivision. That is why the City requires, pursuant to state law, that a developer before beginning deliver to the City "improvement security", in the form of cash, a bond, or letter of credit, in an

amount usually equal to 150% of the cost estimated by the City Engineer for the improvements. State law leaves the decision on what security to require up to the City Council. A copy of the state law is enclosed. Our own ordinance recites substantially the applicable state law, but leaves out this City discretion. Because the City staff prefers improvement security in the form of cash deposits or letters of credit (since it is easier to quickly use the funds so that an interruption in infrastructure construction doesn't cause hardship to the citizens of Winters), your staff has agreed to (1) a Resolution reciting City policy regarding improvement security), and (2) an ordinance completely following California law which specifically indicates that it is the City Council, and not the developer, which determines the appropriate security. Some developers prefer bonding, but it is harder for a City to obtain access to that security (litigation is required, which may go on for months). Since this change deals with financing, and not planning, there is no requirement that the ordinance go first to the Planning Commission. Please contact me if you have specific questions, or if you need additional information.

ORDINANCE NO. 2006- ____

AN ORDINANCE AMENDING TITLE 16, CHAPTER 16.16 OF THE WINTERS MUNICIPAL CODE REGARDING IMPROVEMENT SECURITY

The City Council of the City of Winters, State of California does ordain as follows:

SECTION 1: PURPOSE

The purpose of this ordinance is to amend sections of the Winters Municipal Code requiring security for improvements required as part of development in the City of Winters, to allow the City Council discretion and further the policies of the City of Winters in designating what type of improvement security is required and preferred by the City of Winters. Absent good cause, the City of Winters will require deposits or letters of credit instead of performance bonds for security.

SECTION 2: AMENDMENT OF TITLE 16, CHAPTER 16.16

Title 16, Chapter 16.16 of the Winters Municipal Code is hereby amended to read as follows:

16.16.40 Improvement security – Required.

Whenever this Chapter or any section of the Winters Municipal Code requires the furnishing of security in connection with the performance of any act or agreement, unless otherwise exempted or limited by state law, the security required (including that under the improvement agreement or contract referred to in Section 16.16.010) shall be one of the following at the option of and subject to the approval of the City of Winters:

- A. A deposit either with the city or a responsible escrow agent or trust company selected by the city of cash or negotiable bonds of the kind approved for securing deposits of its public moneys;
- B. An irrevocable instrument of credit from one or more responsible financial institutions regulated by federal or state government and pledging that the funds are on deposit and guaranteed for payment on demand by the city; or
- C. Only upon a showing of good cause why security in the form of (A) or (B) above has not been provided, a bond by one or more duly authorized corporate sureties substantially in the form prescribed by the Subdivision Map Act.

SECTION 3: EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on February 7, 2006, and the second reading occurred at the regular meeting of the City Council on February 21, 2006.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Winters, State of California, this 21st day of February, 2006, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR DAN MARTINEZ

ATTEST:

NANCI G. MILLS, CITY CLERK

EXISTING ORDINANCE

16.16.40 Improvement security – Required.

The improvement agreement or contract referred to in Section 16.16.010 shall be secured by one of the following:

- A. A bond by one or more duly authorized corporated sureties substantially in the form prescribed by the Subdivision Map Act ;
- B. A deposit either with the city or a responsible escrow agent or trust company selected by the city of cash or negotiable bonds of the kind approved for securing deposits of its public moneys;
- C. An irrevocable instrument of credit from one or more responsible financial institutions regulated by federal or state government and pledging that the funds are on deposit and guaranteed for payment on demand by the city. (Prior code § 8-3.504)

RESOLUTION NO. 2006- _____

**A RESOLUTION ESTABLISHING THE POLICY OF THE CITY OF WINTERS
REGARDING IMPROVEMENT SECURITY**

The City Council of the City of Winters, State of California does Find and Resolve as follows:

SECTION 1: FINDINGS

The City Council finds that Section 66499 of the California Government Code permits the City to enact laws requiring the furnishing of security in connection with the performance of any act or agreements involving subdivisions. The same section allows the City of Winters to select one of three forms of improvement security, at the option of the City of Winters and subject to its approval. The City Council finds and declares that, for the safety and welfare of its citizens in the case of the failure of a developer to complete the required improvements, including the risk to water systems, storm drainage, and other infrastructure, the City has to be in a position of prompt access to the security to complete the required improvements. For that reason, for more immediate access,

SECTION 2: RESOLUTION

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS AS FOLLOWS:

Whenever Section 16.16.040 or any similar section of the Winters Municipal Code requires the furnishing of security in connection with the performance of any act or agreement, unless otherwise exempted or limited by state law, the security required (including that under the improvement agreement or contract referred to in Section 16.16.010) shall be one of the following at the option of and subject to the approval of the City of Winters:

- A. A deposit either with the city or a responsible escrow agent or trust company selected by the city of cash or negotiable bonds of the kind approved for securing deposits of its public moneys;
- B. An irrevocable instrument of credit from one or more responsible financial institutions regulated by federal or state government and pledging that the funds are on deposit and guaranteed for payment on demand by the city; or
- C. Only upon a showing of good cause why security in the form of (A) or (B) above has not been provided, a bond by one or more duly authorized corporate sureties substantially in the form prescribed by the Subdivision Map Act.

SECTION 3: EFFECTIVE DATE

This Resolution shall take effect upon its adoption.

This Resolution was adopted at the regular meeting of the City Council on February 7, 2006.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted by the City Council of the City of Winters, State of California, this 7th day of February, 2006, by the following vote. to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR DAN MARTINEZ

ATTEST:

NANCI G. MILLS, CITY CLERK

JOHN C. WALLACE

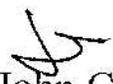
ATTORNEY AT LAW
312A RAILROAD AVENUE
P. O. Box 578
WINTERS, CA 95694

CA State Bar #63121
PHONE (530) 795-4171
FAX (530) 795-3578

MEMORANDUM

Date: February 1, 2006

To: Winters City Council


FROM: John C. Wallace,
CITY ATTORNEY

RE: Request from League of California Cities
FCC Comment – Local Telecommunications Franchising
Agreements

Dear Council Members:

The League of California Cities is a statewide organization that represents the interests of Cities in California and advises cities on federal legislation affecting its member cities. The League has requested that the City's Comment be filed with the Federal Communications Commission (FCC) on a proposed rule limiting the right of the City of Winters to consider and approve telecommunications franchises operating in the City of Winters. Please read the materials attached to your agenda. This will be a consent item, authorizing your City Staff to complete the comment as outlined by the League, and file it with the FCC. Please contact

Nanci or Shelly Gunby if you have specific questions, or if you need additional information.



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

URGENT — PLEASE TAKE ACTION TODAY!

Page 1 of 2

DATE: January 9, 2006
TO: City Managers, Fiscal Officers
FROM: Chris McKenzie, Executive Director
RE: FCC Seeks Comments on Local Telecommunications Franchising Agreements

ACTION NEEDED: Please work with your city attorney and other appropriate city staff to file comments with the Federal Communications Commission ("FCC"), by February 13, 2006, to provide the FCC with factual information about how franchising has worked to protect the citizens of your city. A template for your comments is provided with this memo. The preferred method is to file this online. Your comments are then posted immediately. Please be sure to send a copy of your comments to Genevieve Morelos at the League (email: gmorelos@cacities.org, fax 916.658.8240).

Background. The Federal Communications Commission ("FCC") has issued a Notice of Proposed Rulemaking ("NPRM") (MB Docket 05-311) that makes a number of assumptions and asserts that franchising of cable services by local governments may be an unreasonable barrier to entry for new telco video providers. The FCC is seeking comments from local governments (and others) on "what can be done to ensure that local franchising authorities (LFAs) do not *unreasonably refuse* to award cable franchises to competitive entrants."

This NPRM strikes at the heart of local governments' authority over those using the public property in their community to deliver video services, and could result in the preemption of local governments' ability to control their rights-of-way.

Why Local Comments Are Important to this Process. It is critical that the FCC be obligated to deal in facts about local franchising, and not anecdote. In addition, comments filed with the FCC in this rulemaking will likely become part of the debate in Congressional rewrites of the Telecommunications Act. It is thus very important that local governments present a strong case for retaining local control over rights-of-way and the cable franchising process.

What Kind of Information is Needed. Local governments must provide factual information about the role local franchises play in protecting local communities' needs and interests. Provide the local perspective on inviting and issuing competitive franchises, including typical timeframes for negotiation; share information about the challenges local governments face, and the creative solutions achieved when opportunities presented themselves. It is equally important for the FCC to hear how few communities have ever had the opportunity to welcome a competitive provider in their community.

Who Else is Filing Comments? The National Association of Telecommunications Officers and Advisors ("NATOA"), the National League of Cities (NLC) and other national organizations will be filing comments on the broad scope of the FCC's

authority in this matter. **However, it is critical that individual local governments file factual comments with the FCC to instruct them on the true value and importance of franchising.**

Attached is a template you may use to file your comments. This template is also available on the League's website at www.cacities.org/telecom, along with instructions on filing.

All initial comments to the proceeding are due by February 13, 2006, with replies due March 14, 2006. Do not delay - please review the attached template and begin preparing your comments today.

INSTRUCTIONS - ALL AREAS IN [BRACKETS] MUST BE FILLED IN. ALL AREAS IN GRAY ARE EXPLANATORY FOR THE COMMUNITY (INCLUDING THESE INSTRUCTIONS) AND SHOULD BE DELETED PRIOR TO SUBMISSION OF THE COMMENTS. SEE ATTACHED DETAILED INSTRUCTIONS ON HOW TO FILE

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of)
Implementation of Section 621(a)(1) of)
the Cable Communications Policy Act of 1984)
as amended by the Cable Television Consumer)
Protection and Competition Act of 1992)

MB Docket No. 05-311

COMMENTS OF [NAME OF COMMUNITY]

These Comments are filed by [Name of Community] in support of the comments filed by the National League of Cities and the National Association of Telecommunications Officers and Advisors ("NATOA"). Like NLC and NATOA, [Name of Community] believes that local governments can issue an appropriate local franchise for new entrants into the video services field on a timely basis, just as they have for established cable services providers. In support of this belief, we wish to inform the Commission about the facts of video franchising in our community.

Cable Franchising in Our Community

Community Information

[Name of Community] is a [city/town, etc.] with a population of _____. Our franchised cable provider(s) is/are [name of cable provider]. Our community has negotiated cable franchises since [year first franchise was issued].

Competitive Cable Systems

Our community ~~PICK ONE OR FILL IN AS APPROPRIATE~~

- has never been approached by a competitive provider to provide service.
- was approached once ~~DISCUSS WHEN~~, but the provider chose not to enter into any formal discussions.
- has actively sought out competitive providers, but has not been successful.
- granted a competitive franchise to [name of company], a cable overbuilder, in [year] and that provider [is/is not] providing service in my community today.

~~IF PROVIDER IS NO LONGER PROVIDING SERVICE EXPLAIN WHY IF PROVIDER IS STILL PROVIDING SERVICE DESCRIBE ANY DIFFERENCES IN THE AGREEMENTS OF THE INCUMBENT PROVIDER'S FRANCHISE (DISCUSSED ABOVE) AND THE AGREEMENT~~

HELD BY THE OVERBUILDER INCLUDE A DISCUSSION OF WHY THOSE DIFFERENCES ARE PRESENT.]

- has been threatened or sued by an incumbent provider when considering a grant of a competitive franchise. [DISCUSS THE CIRCUMSTANCES SURROUNDING THIS EVENT].
- has recently been approached by a Bell Operating Company to provide service. [DISCUSS THE STATE OF THESE NEGOTIATIONS AND WHAT THE COMPANY HAS SOUGHT IN TERMS OF FRANCHISE REQUIREMENTS AS COMPARED TO THE INCUMBENT PROVIDER].
- has [OR has not] denied any provider the opportunity to serve in our community.
- does [OR does not] have mechanisms in place to offer the same or a comparable franchise to a competitor upon request.

IN GENERAL WITH REGARD TO THE ABOVE WHERE DISCUSSIONS AND/OR NEGOTIATIONS WERE CONDUCTED PLEASE PROVIDE INFORMATION ON THE NATURE OF THE NEGOTIATIONS, SUCH AS WHEN FIRST APPROACHED, LENGTH OF ACTUAL TIME SPENT IN DISCUSSIONS, LENGTH OF TIME FROM RECEIPT OF FORMAL APPLICATION TO GRANT OR DENIAL, ETC. DESCRIBE HOW COOPERATIVE THE COMPETITIVE FRANCHISE APPLICANT WAS IN NEGOTIATING THE FRANCHISE (FOR EXAMPLE, WAS IT WILLING TO AGREE TO A FRANCHISE COMPARABLE TO THE INCUMBENT'S IN TERMS OF PEG AND NET SUPPORT, OR DID IT INSIST ON USING ITS OWN "FORM" OF FRANCHISE WHICH WAS MORE FAVORABLE TO IT THAN THE INCUMBENT'S?). ALSO DISCUSS WHETHER YOU SOUGHT TO HAVE THE NEW ENTRANT BUILD OUT THE ENTIRE FRANCHISE AREA (OR THE SAME AREA AS THE INCUMBENT) AND IF SO HOW MUCH TIME YOU GAVE FOR THAT PURPOSE.

Conclusions

The local cable franchising process functions well in [Name of community]. As the above information indicates, we are experienced at working with cable providers to both see that the needs of the local community are met and to ensure that the practical business needs of cable providers are taken into account.

Local cable franchising ensures that local cable operators are allowed access to the rights of way in a fair and evenhanded manner, that other users of the rights of way are not unduly inconvenienced, and that uses of the rights of way, including maintenance and upgrade of facilities, are undertaken in a manner which is in accordance with local requirements. Local cable franchising also ensures that our local community's specific needs are met and that local customers are protected.

Local franchises thus provide a means for local government to appropriately oversee the operations of cable service providers in the public interest, and to ensure compliance with applicable laws. There is no need to create a new Federal bureaucracy in Washington to handle matters of specifically local interest.

Finally, local franchises allow each community, including ours, to have a voice in how local cable systems will be implemented and what features (such as PEG access, institutional networks or local emergency alerts, etc.) will be available to meet local needs. These factors are equally present for new entrants as for existing users.

The *[Name of community]* therefore respectfully requests that the Commission do nothing to interfere with local government authority over franchising or to otherwise impair the operation of the local franchising process as set forth under existing Federal law with regard to either existing cable service providers or new entrants.

Respectfully submitted,

[Name of Community]

By: *[Name of Municipal Official]*
[Address]

cc: National League of Cities, leanza@nlc.org
NATOA, info@natoa.org
John Norton, John.Norton@fcc.gov
Andrew Long, Andrew.Long@fcc.gov
Genevieve Morelos, League of California Cities, gmorelos@cacities.org

JOHN C. WALLACE

ATTORNEY AT LAW
312A RAILROAD AVENUE
P. O. Box 578
WINTERS, CA 95694

CA State Bar #63121
PHONE (530) 795-4171
FAX (530) 795-3578

MEMORANDUM

Date: February 2, 2006

To: Winters City Council

FROM: John C. Wallace,
City Attorney

RE: Designation of Planning Commission as Planning Agency
February 7, 2006 Council Meeting

Dear Council Members:

I received an E-mail from Steve Rudolph, one of our planning contract attorneys at McDonough, Holland & Allen, expressing concern about the inconsistencies in our Municipal Code when it comes to our compliance with state law requiring the city to assign its planning functions. I have drafted a change to the code in line with his suggestion. The ordinance in fact make no change in existing practice here, and I've drafted it for introduction on the 7th of February, and Adoption on February 21st. Please call if you have questions.

ORDINANCE NO. 2006- _____

AN ORDINANCE AMENDING TITLE 17, CHAPTER 17.12 OF THE WINTERS MUNICIPAL CODE TO DESIGNATE PLANNING COMMISSION

The City Council of the City of Winters, State of California does ordain as follows:

SECTION 1: PURPOSE

The purpose of this ordinance is to amend sections of the Winters Municipal Code to designate the Planning Commission of the City of Winters as the planning agency of the City for all purposes not otherwise designated by the City Council of the City of Winters. This designation is required by state law.

SECTION 2: AMENDMENT OF TITLE 17, CHAPTER 17.12

Title 17, Chapter 17.12, Section 17.12.010 of the Winters Municipal Code is hereby amended to read as follows:

17.12.010 COMPOSITION

Under Section 65100 et seq. of the California Government Code, and subject to the authority of the City Council of the City of Winters to otherwise designate, the planning agency of the City for all purposes shall be the Planning Commission.

SECTION 3: EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on February 7, 2006, and the second reading occurred at the regular meeting of the City Council on February 21, 2006.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Winters, State of California, this 21st day of February, 2006, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR DAN MARTINEZ

ATTEST:

NANCI G. MILLS, CITY CLERK

John Wallace

From: "Steven Rudolph" <srudolph@mhalaw.com>
To: "Heidi Tschudin" <tschudin@cwnet.com>; <dan.sokolow@cityofwinters.org>
Cc: <john.donlevy@cityofwinters.org>; "John Wallace" <jwallace@yolo.com>; "Rich Brown" <rbrown@mhalaw.com>
Sent: Wednesday, February 01, 2006 4:03 PM
Subject: Winters Highlands DA on CC Agenda

Heidi and Dan,

This email is a follow-up to our conversation and I thought a written response may be helpful in this situation. I understand that the Winters Highlands DA has been noticed for PC consideration on Thursday 2/9 and the City Council is considering placing the DA on the Tuesday 2/7 CC Agenda. There has not been a public notice of CC consideration of the DA on 2/7. The question posed was whether the City Council may place the DA on the 2/7 agenda. My opinion is that the item may be placed on the agenda, but the City Council will be limited in the actions it can take.

Prior to the adoption of a DA, the "planning agency" (which may or may not be the Planning Commission) and the City Council must hold a notice public hearing. Since the planning agency has not held a hearing, and there has not been notice of the 2/7 CC meeting, the City Council cannot adopt the DA on 2/7.

The City Council can, however, receive a report from staff on the DA and give direction to staff, such as negotiating instructions, or request analysis of certain proposed terms.

The DA is a legislative act (as differentiated from a quasi-judicial act, such as review of a CUP) so there also are no due process concerns, such as notice to the applicant.

One of the challenges the City Council (and staff) will face if the DA is placed on the 2/7 agenda for discussion is not sliding into a discussion of the tentative subdivision map application, which is not a legislative act, and is subject to a more regulated procedure, including due process considerations.

Notwithstanding the above legalities, since the DA has been noticed for consideration by the PC on 2/9, the easiest approach would be for the CC to allow the PC to conduct their hearing, and bring it to the CC in a couple weeks after proper notice, when they could take any action they deem appropriate, and have the full planning application before them. I understand that "easiest approach" often has nothing to do with local government!

As a separate issue, I want to also mention that under Gov Code 65100, the City Council is required to assign the functions of the "planning agency" to a commission, department or officer of the city. In the absence of an assignment, the City Council carries out the functions of the planning agency. The Winters Muni Code at 17.12.010 provides that:

"Under Section 65100 et seq. of the Government Code, the planning agency of the city consists of the following members: A. City council; B. Planning commission; C. Street and trees commission; D. Parks and community services commission; E. Economic development commission; F. Zoning administrator; G. Community development director."

This makes no sense. Taken literally, the planning agency consists of a composite body of A through G above. If you go to WMC Chapter 2.16 re Planning Commission, there is no indication that the PC is the planning agency. Finally, under WMC Chapter 15.72 re Development Agreements, the only mention of the PC is in WMC section 15.72.150 which indicates that the PC was probably intended to be the planning agency for DA review, but is not exactly a clear statement. I suggest that we fix this by amending Section 17.12.010 to designate the PC at the planning agency for all purposes.

Hope this helps - call if you have further questions.

Steve



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmember's
DATE : January 27, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Charles E. Simpson, Director of Public Works Department 
SUBJECT: Purchase of New Dump/Utility Truck for Public Works Department

RECOMMENDATION: That the City Council approve the purchase of a truck from Future Ford in Roseville in the amount of \$42,300. The recommendation is based on specifications met, competitive price, and vehicle availability.

BACKGROUND: The Public Works Department sent request for proposals to eight truck vendors to submit detailed quotes for the purchase of a Ford F550 or equivalent with a 3 – 4 yard dump bed. The current dump truck, a 1981 Ford F600 dump truck, is unsafe, in poor operating condition, and restricted to non-highway use because of its deteriorated condition. While the proposed truck is smaller than the current one, a smaller truck can be better utilized for parks, hauling equipment, transporting the asphalt patch trailer and yet be sturdy enough to haul several yards (tons) of material for utility and road work. This working truck will be utilized in daily activities versus a truck that would only be used a couple of times each week.

TRUCK VENDOR RESPONSES

DEALERSHIP	LOCATION	QUOTE	NOTES
Dodge Chrysler Plymouth	Vacaville	N/A	Dodge/Chrysler doesn't manufacture comparable truck
Downtown Ford	Sacramento	\$40,021	Don't have a truck, negotiating for 2007 State contract, contract would reflect the negotiated price
Hanlees Ford	Davis	\$41,165	Met specifications but had item "plus applicable fees" which is an additional \$2800 sales tax
Future Ford	Roseville	\$42,300	Met specifications
Riverview International Truck	West Sacramento	\$47,455	International doesn't have comparable truck
Ron Dupratt Ford	Dixon	\$46,384	Met specifications

Shellworth Chevrolet	Vacaville	N/A	Did not respond
Western Truck GMC/Chevrolet	Vacaville	\$42,920	Met specifications

FISCAL IMPACT: The funding sources for the purchase are \$30,000 in Workforce Housing Reward Program grant funds and \$12,300 in Wastewater Impact Fees.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: February 7, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Investment Report for November 2005

RECOMMENDATION:

The City Council receive and file the City of Winters monthly investment report for November 2005.

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings for November 2005, as well as the year to date investment earnings. The City of Winters is invested in 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. The investment earnings for November 2005 include revenues from the First Northern Bank account and the CDBG and EDBG loans only. Revenues from the LAIF will be received and recorded in January 2006 for the October-December 2005 quarter.

FISCAL IMPACT:

None.

City of Winters
Investment Report
As of November 30, 2005

Fund#	Fund Description	November Interest	Year to Date Interest
101	GENERAL FUND	\$ 79	\$ 24,161
212	FLOOD ASSESSMENT DISTRICT		26
221	GAS TAX FUND		1
223	PERS TRUST FUND		2,780
231	STATE COPS 1913	111	1,545
243	COPS MORE GRANT		19
251	TRAFFIC SAFTEY		1,218
252	ASSET FORFEITURE		76
253	TRAFFIC GRANT		64
254	VEHICLE THEFT DETERRENT		208
273	Railroad Trestle Bridge Grant		248
291	BEVERAGE RECYCLE GRANT		132
294	TRANSPORTATION/BUS		203
311	STBG-700	38	487
313	STBG 96-1043	126	742
321	EDBG 99-688	873	4,335
351	RLF HOUSING REHAB		164
352	RLF AFFORDABLE HOUSING		12
355	RLF SMALL BUSINESS		972
411	STREET IMPACT FEE		21,757
412	STORM IMPACT FEE		1,087
413	PARKS & REC IMPACT FEE		6,522
414	POLICE IMPACT FEE		2,084
415	FIRE IMPACT FEE		1,333
416	GENERAL FACILITY IMPACT FEE		1,755
417	WATER IMPACT FEE		3,401
418	SEWER IMPACT FEE		5,078
421	GENERAL FUND CAPITAL		3,928
422	LANDFILL CAPITAL		2,804
424	PARKS & REC CAPITAL		1,794
427	EQUIPMENT REPLACEMENT FUND		1,117
482	FLOOD CONTROL STUDY		9
492	RAJA STORM DRAIN		269
494	CARF		378
501	GENERAL DEBT SERVICE		380
612	WATER RESERVE		1,988
621	SEWER O & M		2,727
623	SEWER BOND		1,407
701	REDEVELOPMENT		20,327
702	RDA PROJECT AREA		32,601
711	REDEVELOPMENT LIH		2,645
712	RDA LIH PROJECT AREA		26,283
751	REDEVELOPMENT LTD		3,432
821	WINTERS LIBRARY		3,494
831	SWIM TEAM		598
	Total Investment Revenue	<u>\$ 1,227</u>	<u>\$ 186,591</u>



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: February 7, 2006

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

FROM: Shelly A. Gunby, Director of Financial Management

Shelly

SUBJECT: Treasurer report for November 2005

RECOMMENDATION:

The City Council receive and file the City of Winters Treasurer's Report for November 2005.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursements and fund balances be submitted to the City Council for review.

General Fund:

General Fund revenues are 18% of budgeted. The following items affect how the cash flows into the general fund.

- The first installment of Property taxes will not be received until January 2006.
- Sales and Use Taxes are remitted to the City two(2) months after they are received by the State Board of Equalization.
- Municipal Services Tax collections are 42% of budgeted.
- Planning application fees collected are higher than the amount budgeted for the current year.
- The first installment of Property tax in lieu of sales tax will not be received until January 2006.
- The first installment of Property tax in lieu of VLF will be received in January 2006.

General Fund Expenditures are 31% of the budgeted expenditures. Staff is closely monitoring expenditures to maintain as much budget savings as possible until we receive the Property tax remittance from the county and determine how accurate revenue projections were in the budget.

Other Funds:

Fund 211: Revenues for this fund are received with the property tax remittance from the county in January, May and July each year.

Fund 262: Street Grant-these revenues are reimbursed upon submittal of a reimbursement request

Fund 294: Payments have begun for the current year.

Funds 411-421: A few building permits have been issued that required the payment of impact fees, and the small amount of revenues are reflected in these financial statements.

Funds 701 and 711: Tax increment is remitted by the county at the same time as property tax, January, May and July.

Fund 611: The Water O & M fund continues to have cash flow problems and is not collecting enough revenues to pay all expenditures, although expenditures are 29% of budgeted for the fiscal year, while revenues are 43% of budgeted. Rate increases enacted effective 1/1/06 should help with the negative cash flow for this fund.

Fund 621: The Sewer O & M fund expenditures are 23% of budgeted while revenues are 42% of budgeted. . Rate increases enacted effective 1/1/06 should help with the negative cash flow for this fund.

FISCAL IMPACT:

None

City of Winters
 Summary of Revenues
 July 1, 2005 through November 30, 2005

% of Year Completed 42%

Fund#	Fund Description	Budget FY 05-06	November Actual	Year to Date Actual	Balance of Budget Available	% of Budget Received
101	General Fund	\$ 2,807,119	\$ 90,149	\$ 491,847	\$ 2,315,272	18%
211	City Wide Assessment	187,958			187,958	
212	Flood Assessment District			26	(26)	
221	Gas Tax	130,508	25,341	45,675	84,833	35%
223	PERS Trust Fund	34,250		2,780	31,470	8%
231	State COPS AB1913	102,081	100,111	101,545	536	99%
243	'96 COPS MORE Grant			19	(19)	
251	Traffic Saftey	6,700	65	1,598	5,102	24%
252	Asset Forfieture	100		76	24	76%
253	Traffic Grant			64	(64)	
254	Vehicle Theft Deterrent	6,200		208	5,992	3%
261	Traffic Congestion Relief			8,653	(8,653)	
262	Street Grants	1,000,479	179,076	315,516	684,963	32%
273	TRESTLE BRIDGE GRANT			248	(248)	
291	Beverage Recycling	5,000		5,132	(132)	103%
294	Transportation	229,000	154,643	154,846	74,154	68%
311	STBG 700 Housing	7,845	354	3,697	4,148	47%
313	STBG 96-1043 Housing & Pub	8,724	727	3,088	5,636	35%
321	EDBG 99-688 Buckhorn	17,403	1,450	7,252	10,151	42%
322	EDBG 96-405 Cradwick			547	(547)	
351	RLF Housing Rehab	3,158	142	1,642	1,516	52%
352	RLF Affordable Housing	4,807	212	2,230	2,577	46%
355	RLF Small Business		2,177	11,859	(11,859)	
411	Street Impact Fee	139,422		29,149	110,273	21%
412	Storm Drain Impact Fee	6,076		1,373	4,703	23%
413	Parks & Recreation Impact Fee	69,288		10,308	58,980	15%
414	Public Saftey Impact Fee	18,532		3,086	15,446	17%
415	Fire Impact Fee	26,852		2,855	23,997	11%
416	General Facilities Impact Fee	38,024		3,994	34,030	11%
417	Water Impact Fee	90,480		8,681	81,799	10%
418	Sewer Impact Fee	100,284		11,658	88,626	12%
421	General Fund Capital	5,300		3,928	1,372	74%
422	Landfill Capital	3,400		2,804	596	82%
424	Parks & Recreation Capital	1,800		2,694	(894)	150%
427	Capital Equipment	300		7,526	(7,226)	999%
481	General Plan 1992	17,332		1,322	16,010	8%
482	Flood Control Study	12		9	3	75%
492	RAJA Storm Drain	450		269	181	60%
494	CARF	2,422	350	3,362	(940)	139%
495	Monitoring Fee	17,332		1,322	16,010	8%
501	General Debt Service	1,000		380	620	38%
611	Water O & M	524,300	44,666	224,797	299,503	43%
612	Water Reserve	14,446	1,616	10,240	4,206	71%
621	Sewer O & M	709,194	59,940	301,038	408,156	42%
623	Sewer Bond	24,515		1,407	23,108	6%
701	Community Redevelopment	1,441,655	1,000	32,969	1,408,686	2%
702	RDA Project Area Fund	35,000		32,601	2,399	93%
711	Community Redevelopment LI	359,118		3,075	356,043	1%
712	RDA Housing Project Area	900		26,283	(25,383)	999%
751	Community Redevelopment LTD			3,432	(3,432)	
821	Winters Library	4,700		3,494	1,206	74%
831	Swim Team	78,300		62,128	16,172	79%
Total Revenues		\$ 8,281,766	\$ 662,019	\$ 1,954,732	\$ 6,327,034	24%

City of Winters
 General Fund Revenue Summary
 July , 2005 through November 30, 2005

% Of Year Com 42%

G/L Code	Account Description	Budget FY 05-06	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 582,120		
101-41102	Property Tax in Lieu of Sales Tax	84,240		
101-41103	Property Tax in Lieu of VLF	378,241		
101-41401	Sales & Use Tax	270,000	54,726	20%
101-41402	Prop 172	23,776		
101-41403	Franchise Fee	166,798	28,902	17%
101-41404	Property Transfer Tax	15,000		
101-41405	Utility Tax	416,728	119,269	29%
101-41406	Municiple Services Tax	276,840	115,586	42%
101-41408	TOT Tax	3,800	879	23%
101-41511	Off-Highway VLF	200	156	78%
101-46101	Building Permit Surcharge	93,500	16,161	17%
101-41407	Business Licenses	17,500	1,380	8%
101-46102	Building Permits	50,140	17,617	35%
101-46103	Encroachment Permit	1,119	617	55%
101-46104	Other Licenses & Permits	14,463	7,172	50%
101-41507	Motor Vehicle in Lieu	52,074	15,272	29%
101-41508	Motor Vehicle Licensing Fee-ERAF	4,825		
101-41509	Homeowners Property Tax Relief	18,368		
101-48106	Post Reimbursement	2,400	2,115	88%
101-41511	Off-Highway Motor Vehicle			
101-48107	State Highway Maint Rte 128	4,500		
101-42102	Copy Fees	200	36	18%
101-42103	Plan Check Fees	32,591	12,689	39%
101-42104	Planning Application Fees	5,000	8,229	165%
101-42105	Sales of Maps and Publications	750	135	18%
101-42108	Police Reports	1,000	150	15%
101-42109	Fingerprint Fees	3,000	4,219	141%
101-42111	Towing/DUI Reimbursement	2,000	1,325	66%
101-42112	Ticket Sign Off Fees	200	45	23%
101-42201	Recreation Fees	4,000	3,035	76%
101-42203	Youth Drama Revenues	2,000	4,915	246%
101-42205	Basketball Revenues	2,500		
101-42211	Pool Ticket Sales	2,000	1,242	62%
101-42215	Swim Passes	200	175	88%
101-42216	Swim Lessons	750	750	100%
101-42217	Water Aerobics Fees	550	572	104%
101-42218	Swim Team Reimbursement	1,700		
101-42219	Life Guard Classes	200		
101-42301	Park Rental	500	450	90%
101-42302	Library Hall Rental	1,500	399	27%
101-42303	Community Center Rental	14,000	7,275	52%
101-42304	Community Center Insurance Collected		458	
101-44101	Rents/Leases Revenues	17,396	11,786	68%
101-44102	Interest Earnings	15,350	24,161	157%
101-49101	Contributions		3,176	
101-49102	Reimbursements/Refunds		2,220	
101-49104	Miscellaneous Revenues	20,000	5,374	27%
101-49106	Cash Over/Short		(114)	
101-49108	Commissions on Coke Machine	100	78	78%
101-49109	Developer Planning Reimbursement	40,000	18,771	47%
101-49111	Fireworks Contributions	3,000		
101-49999	Interfund Operating Transfer	160,000		
	Total General Fund Revenues	\$ 2,807,119	\$ 491,403	18%

City of Winters
Cash and LAIF Balances
As of November 30, 2005

Fund #	Fund Description	Balance 6/30/05	Balance 11/30/05
101	GENERAL FUND	\$ 3,269,516	\$ 3,167,696
211	CITY WIDE ASSESMENT	20,549	(61,694)
212	FLOOD ASSESSMENT DISTRICT	3,191	3,240
221	GAS TAX	(154,345)	(139,654)
223	PERS TRUST FUND	340,053	345,246
231	STATE COPOS 1913	201,721	262,845
243	COPS MORE GRANT	2,683	2,122
251	TRAFFIC SAFTEY	149,231	150,825
252	ASSET FORFEITURE	9,284	9,425
253	TRAFFIC GRANT	7,869	7,989
254	VEHICLE THEFT DETERRENT	25,454	25,843
261	TRAFFIC CONGESTION RELIEF		8,653
262	STP AND STIP PROJECTS	(43,179)	(6,078)
271	PROPOSITION 40 GRANT	(100,361)	(8,880)
273	TRESTLE BRIDGE GRANT	30,321	
291	BEVERAGE RECYLING FUND	11,512	15,875
294	TRANSPORTATION(INCLUDING BUS SE	31,550	108,217
295	EMERGENCY PLAN UPDATE GRANT	1,981	16
351	RLF HOUSING REHABILITATION	19,132	20,900
352	RLF AFFORDABLE HOUSING	54	2,284
355	RLF SMALL BUSINESS	112,445	125,102
411	STREET IMPACT FEE	1,862,712	1,270,609
412	STORM IMPACT FEE	132,942	125,902
413	PARKS AND RECREATION IMPACT FEE	797,663	813,630
414	POLICE SAFTEY IMPACT FEE	254,903	233,967
415	FIRE IMPACT FEE	163,084	167,097
416	GENERAL FACILITIES IMPACT FEE	214,640	220,156
417	WATER IMPACT FEE	416,085	427,357
418	SEWER IMPACT FEE	621,396	637,012
421	GENERAL FUND CAPITAL	480,405	487,741
422	LANDFILL CAPITAL	348,887	348,974
424	PARKS AND RECREATION CAPITAL	219,354	223,604
427	CAPITAL EQUIPMENT FUND	131,164	133,595
481	GENERAL PLAN 1992 STUDY	(618,561)	(617,239)
482	FLOOD CONTROL STUDY	1,080	1,097
492	RAJA STORM DRAIN	32,872	33,374
494	CAPITAL ASSET RECOVERY FEE	44,685	48,294
496	STORM DRAIN NON FLOOD	195	198
501	GENERAL DEBT SERVICE	46,182	47,202
502	GENERAL LTD	30	14,177
611	WATER O & M	(128,051)	(141,720)
612	WATER RESERVE	244,191	248,037
621	SEWER O & M	338,703	408,277
623	SEWER BOND	169,983	174,756
651	CENTRAL SERVICES	25,077	(539)
701	REDEVELOPMENT	1,849,618	1,422,470
702	RDA PROJECT AREA	3,487,163	3,385,280
711	REDEVELOPMENT LIH	493,201	318,925
712	RDA HOUSING PROJECT FUND	2,613,066	2,658,141
751	REDEVELOPMENT LTD	6,748	6,748
821	WINTERS LIBRARY	427,357	433,883
831	SWIM TEAM	61,594	74,118
	Total Cash	<u>\$ 18,677,029</u>	<u>\$ 17,645,095</u>

City of Winters
 Summary of Expenditures
 July 1, 2005 through November 30, 2005

% of Year Completed 42%

Fund#	Fund Description	Budget FY 05-06	November Actual	Year to Date Actual	Balance of Budget Available	% of Budget Expended
101	General Fund Expenditures by Department					
110	City Council	\$ 238	\$ 13	\$ 47	\$ 191	20%
120	City Clerk	11,655	291	3,389	8,266	29%
130	City Treasurer	334	1	118	216	35%
150	City Attorney	15,410	1,710	6,930	8,480	45%
160	City Manager	20,683	1,288	7,503	13,180	36%
170	Administrative Services	143,285	7,974	48,867	94,418	34%
180	Finance	2,036	164	715	1,321	35%
210	Police Department	1,430,153	113,985	496,015	934,138	35%
310	Fire Department	230,000			230,000	
410	Community Development	339,233	16,208	124,766	214,467	37%
420	Building Inspections	122,203	7,051	34,744	87,459	28%
610	Public Works-Administration	378,684	15,263	101,183	277,501	27%
710	Recreation	100,358	4,239	31,739	68,619	32%
720	Community Center	61,000	4,335	30,265	30,735	50%
730	Swimming Pool	38,699		11,187	27,512	29%
	Total General Fund Expenditures	\$ 2,893,971	\$ 172,522	\$ 897,468	\$ 1,996,503	31%
211	City Wide Assessment	185,261	-7,610	81,230	104,031	44%
221	Gas Tax Fund	119,452	6,525	42,904	76,548	36%
231	State COPS 1913	171,399	8,054	41,856	129,543	24%
243	'96 COPS MORE Grant	600	208	600		100%
251	Traffic Safety	19,400		4,438	14,962	23%
261	Traffic Congestion Relief	29,250			29,250	
262	Street Grants	966,778	17,675	212,134	754,644	22%
271	Prop 40 Grant	124,353	62,231	84,501	39,852	68%
291	Beverage Recycling Grant	7,700	550	814	6,886	11%
294	Transportation	196,304	74,672	76,104	120,200	39%
311	STBG 700 Housing Rehab	7,845	354	3,697	4,148	47%
313	STBG 96-1043 Housing & Public W	8,724	727	3,088	5,636	35%
321	EDBG 99-688 Buckhorn	14,503	1,450	7,252	7,251	50%
322	EDBG 405-Cradwick			547	-547	
411	Street Impact Fee	1,000	54,782	471,537	-470,537	999%
412	Storm Drain Impact Fee		5,863	9,359	-9,359	
413	Park & Recreation Impact Fee	150,000			150,000	
414	Public Safety Impact Fee	79,000		25,831	53,169	33%
415	Fire Impact Fee	55,000			55,000	
417	Water Impact Fee		68	270	-270	
418	Sewer Impact Fee	900,000	28	260	899,740	
421	General Fund Capital	100,000			100,000	
422	Landfill Capital	10,000		1,715	8,285	17%
427	Equipment Replacement Fund		5,139	5,139	-5,139	
495	Monitoring Fee	17,332		1,322	16,010	8%
611	Water O & M	743,946	26,832	214,454	529,492	29%
612	Water Reserve			4,692	-4,692	
621	Sewer O & M	839,005	31,015	193,749	645,256	23%
651	Central Service Overhead		-1,583	-1,661	1,661	
701	Community Redevelopment	1,041,515	76,916	484,978	556,537	47%
702	RDA Project Area Fund H	2,715,000	24,511	104,645	2,610,355	4%
711	Community Redevelopment LIH	256,505	4,032	154,193	102,312	60%
712	LIH Bond Proceeds	2,540,000			2,540,000	
751	Community Redevelopment LTD			11,418	-11,418	
831	Swim Team	60,225		47,090	13,135	78%
	Total Expenditures	\$ 14,254,068	\$ 564,961	\$ 3,185,624	\$ 11,068,444	22%

City of Winters
Fund Balances Report
Estimated Fund Balances as of November 30, 2005

Fund #	Fund Name	Audited Fund		Current Year Expenditures	Transfers In/(Out)	Ending Fund Balance	Change From 6/30/2005
		Balance June 30, 2005	Current Year Revenues				
101	General Fund	\$ 3,296,042	\$ 491,847	\$ 897,467	\$ -	\$ 2,890,422	\$ (405,620)
211	City Wide Assessment	21,942		81,230	-	(59,288)	(81,230)
212	Flood Assessment District	3,214	26		-	3,240	26
221	Gas Tax	(142,425)	45,675	42,904	-	(139,654)	2,771
223	PERS Trust Fund	342,465	2,780		-	345,245	2,780
231	State COPS 1913	203,155	101,545	41,856	-	262,844	59,689
243	'96 COPS MORE Grant	2,702	19	600	-	2,121	(581)
251	Traffic Saftey	153,666	1,598	4,438	-	150,826	(2,840)
252	Asset Forfeiture	9,349	76		-	9,425	76
253	Traffic Grant	7,925	64		-	7,989	64
254	Vehicle Theft Deterrent	25,635	208		-	25,843	208
261	Traffic Congestion Relief		8,653		-	8,653	8,653
262	Street Grants	(109,460)	315,516	212,134	-	(6,078)	103,382
271	Prop 40 Grant	(100,379)	176,000	84,501	-	(8,880)	91,499
273	Trestle Bridge Grant	30,536	248	30,784	-		(30,536)
291	Beverage Recycling Grant	11,556	5,132	814	-	15,874	4,318
294	Transportation	13,718	154,846	76,104	-	92,460	78,742
295	Emergency Plan Update Gran	1,981	16	1,981	-	16	(1,965)
311	STBG 700 Housing		3,697		(3,697)		
313	STBG-96-1043 Housing and P	(29,070)	3,088		(3,088)	(29,070)	
321	EDBG 99-888 Buckhorn		7,252		(7,252)		
322	EDBG 96-405 Cradwick		547		(547)		
351	RLF Housing Rehabilitation	30,901	164		1,479	32,544	1,643
352	RLF Affordable Housing	17,481	12		2,218	19,711	2,230
355	RLF Small Business	113,243	972		10,887	125,102	11,859
411	Street Impact Fee	1,807,997	29,149	471,537	-	1,365,609	(442,388)
412	Storm Drain Impact Fee	163,888	1,373	9,359	-	155,902	(7,986)
413	Parks & Recreation Impact	803,322	10,308		-	813,630	10,308
414	Public Saftey Impact Fee	256,711	3,086	25,831	-	233,966	(22,745)
415	Fire Impact Fee	164,241	2,855		-	167,096	2,855
416	General Facilities Impact	216,162	3,994		-	220,156	3,994
417	Water Impact Fee	418,945	8,681	270	-	427,356	8,411
418	Sewer Impact Fee	(390,944)	11,658	260	-	(379,546)	11,398
421	General Fund Capital	483,813	3,928		-	487,741	3,928
422	Landfill Capital	347,885	2,804	1,715	-	348,974	1,089
424	Parks and Recreation Capit	220,910	2,694		-	223,604	2,694
427	Equipment Replacement Fund	131,208	7,526	5,139	-	133,595	2,387
481	General Plan 1992	(618,561)			1,322	(617,239)	1,322
482	Flood Control Study	(123,912)	9		-	(123,903)	9
492	RAJA Storm Drain	23,516	269		-	23,785	269
494	CARF	44,932	3,362		-	48,294	3,362
495	Monitoring Fee		1,322		(1,322)		
496	Storm Drain Non-Flood	196	2		-	198	2
501	General Debt Service	46,822	380		-	47,202	380
502	General LTD	43,998			-	43,998	
611	Water O & M	167,584	224,797	214,454	-	177,927	10,343
612	Water Reserve	244,334	10,240	4,692	-	249,882	5,548
621	Sewer O & M	2,886,577	301,038	193,749	-	2,993,866	107,289
623	Sewer Bond	48,348	1,407		-	49,755	1,407
651	Central Service Overhead	(2,200)		(1,661)	-	(539)	1,661
701	Community Redevelopment	1,874,478	21,552	484,978	11,418	1,422,470	(452,008)
702	RDA Project Area	3,457,324	32,601	104,645	-	3,385,280	(72,044)
711	Community Redevelopment LI	520,042	3,075	154,193	-	368,924	(151,118)
712	RDA Housing Project Area	2,631,858	26,283		-	2,658,141	26,283
751	Community Redevelopment LT	565,077	3,432		(11,418)	557,091	(7,986)
821	Winters Library	430,389	3,494		-	433,883	3,494
831	Winters Library	59,080	62,128	47,090	-	74,118	15,038
911	General Fixed Assets	4,543,056			-	4,543,056	
Totals		\$25,371,253	\$2,103,428	\$3,191,064	\$ -	\$24,283,617	\$(1,087,636)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: February 7, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Investment Report for December 2005

RECOMMENDATION:

The City Council receive and file the City of Winters monthly investment report for December 2005.

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings for December 2005, as well as the year to date investment earnings. The City of Winters is invested in 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. The investment earnings for December 2005 include revenues from the First Northern Bank account and the CDBG and EDBG loans only. Revenues from the LAIF will be received and recorded in January 2006 for the October-December 2005 quarter.

FISCAL IMPACT:

None.

City of Winters
Investment Report
As of December 31, 2005

Fund#	Fund Description	December Interest	Year to Date Interest
101	GENERAL FUND	\$ 106	\$ 24,267
212	FLOOD ASSESSMENT DISTRICT		26
221	GAS TAX FUND		1
223	PERS TRUST FUND		2,780
231	STATE COPS 1913		1,545
243	COPS MORE GRANT		19
251	TRAFFIC SAFTEY		1,218
252	ASSET FORFEITURE		76
253	TRAFFIC GRANT		64
254	VEHICLE THEFT DETERRENT		208
273	Railroad Trestle Bridge Grant		248
291	BEVERAGE RECYCLE GRANT		132
294	TRANSPORTATION/BUS		203
311	STBG-700	63	550
313	STBG 96-1043		742
321	EDBG 99-688	843	5,178
322	EDBG 96-405 CRADWICK	124	124
351	RLF HOUSING REHAB		164
352	RLF AFFORDABLE HOUSING		12
355	RLF SMALL BUSINESS		972
411	STREET IMPACT FEE		21,757
412	STORM IMPACT FEE		1,087
413	PARKS & REC IMPACT FEE		6,522
414	POLICE IMPACT FEE		2,084
415	FIRE IMPACT FEE		1,333
416	GENERAL FACILITY IMPACT FEE		1,755
417	WATER IMPACT FEE		3,401
418	SEWER IMPACT FEE		5,078
421	GENERAL FUND CAPITAL		3,928
422	LANDFILL CAPITAL		2,804
424	PARKS & REC CAPITAL		1,794
427	EQUIPMENT REPLACEMENT FUND		1,117
482	FLOOD CONTROL STUDY		9
492	RAJA STORM DRAIN		269
494	CARF		378
501	GENERAL DEBT SERVICE		380
612	WATER RESERVE		1,988
621	SEWER O & M		2,727
623	SEWER BOND		1,407
701	REDEVELOPMENT		20,327
702	RDA PROJECT AREA		32,601
711	REDEVELOPMENT LIH		2,645
712	RDA LIH PROJECT AREA		26,283
751	REDEVELOPMENT LTD		3,432
821	WINTERS LIBRARY		3,494
831	SWIM TEAM		598
	Total Investment Revenues	<u>\$ 1,136</u>	<u>\$ 187,727</u>



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: February 7, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Treasurer report for December 2005

RECOMMENDATION:

The City Council receive and file the City of Winters Treasurer's Report for December 2005.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursements and fund balances be submitted to the City Council for review.

General Fund:

General Fund revenues are 22% of budgeted. The following items affect how the cash flows into the general fund.

- The first installment of Property taxes will not be received until January 2006.
- Sales and Use Taxes are remitted to the City two(2) months after they are received by the State Board of Equalization.
- Municipal Services Tax collections are 50% of budgeted.
- Planning application fees collected are higher than the amount budgeted for the current year.
- The first installment of Property tax in lieu of sales tax will not be received until January 2006.
- The first installment of Property tax in lieu of VLF will be received in January 2006.

General Fund Expenditures are 41% of the budgeted expenditures. Staff is closely monitoring expenditures to maintain as much budget savings as possible until we receive the Property tax remittance from the county and determine how accurate revenue projections were in the budget.

Other Funds:

Fund 211: Revenues for this fund are received with the property tax remittance from the county in January, May and July each year.

Fund 262: Street Grant-these revenues are reimbursed upon submittal of a reimbursement request

Fund 294: Payments have begun for the current year.

Funds 411-421: A few building permits have been issued that required the payment of impact fees, and the small amount of revenues are reflected in these financial statements.

Funds 701 and 711: Tax increment is remitted by the county at the same time as property tax, January, May and July.

Fund 611: The Water O & M fund continues to have cash flow problems and is not collecting enough revenues to pay all expenditures, although expenditures are 37% of budgeted for the fiscal year, while revenues are 51% of budgeted. Rate increases enacted effective 1/1/06 should help with the negative cash flow for this fund.

Fund 621: The Sewer O & M fund expenditures are 42% of budgeted while revenues are 51% of budgeted. . Rate increases enacted effective 1/1/06 should help with the negative cash flow for this fund.

FISCAL IMPACT:

None

City of Winters
 General Fund Revenue Summary
 July 1, 2005 through December 31, 2005

% Of Year Completed 50%

G/L Code	Account Description	Budget FY05-06	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 582,120		
101-41102	Property Tax in Lieu of Sales Tax	84,240		
101-41103	Property Tax in Lieu of VLF	378,241		
101-41401	Sales & Use Tax	270,000	102,628	38%
101-41402	Prop 172	23,776		
101-41403	Franchise Fee	166,798	28,902	17%
101-41404	Property Transfer Tax	15,000		
101-41405	Utility Tax	416,728	144,985	35%
101-41406	Municipal Services Tax	276,840	138,696	50%
101-41408	TOT Tax	3,800	879	23%
101-41511	Off-Highway VLF	200	156	78%
101-46101	Building Permit Surcharge	93,500	19,841	21%
101-41407	Business Licenses	17,500	1,584	9%
101-46102	Building Permits	50,140	20,317	41%
101-46103	Encroachment Permit	1,119	642	57%
101-46104	Other Licenses & Permits	14,463	9,083	63%
101-41507	Motor Vehicle in Lieu	52,074	16,984	33%
101-41508	Motor Vehicle Licensing Fee-ERAF	4,825		
101-41509	Homeowners Property Tax Relief	18,368		
101-48106	Post Reimbursement	2,400	3,143	131%
101-41511	Off-Highway Motor Vehicle			
101-48107	State Highway Maint Rte 128	4,500		
101-42102	Copy Fees	200	36	18%
101-42103	Plan Check Fees	32,591	16,629	51%
101-42104	Planning Application Fees	5,000	8,957	179%
101-42105	Sales of Maps and Publications	750	135	18%
101-42108	Police Reports	1,000	210	21%
101-42109	Fingerprint Fees	3,000	4,626	154%
101-42111	Towing/DUI Reimbursement	2,000	1,425	71%
101-42112	Ticket Sign Off Fees	200	50	25%
101-42201	Recreation Fees	4,000	3,035	76%
101-42203	Youth Drama Revenues	2,000	4,915	246%
101-42205	Basketball Revenues	2,500	4,080	163%
101-42211	Pool Ticket Sales	2,000	1,242	62%
101-42215	Swim Passes	200	175	88%
101-42216	Swim Lessons	750	750	100%
101-42217	Water Aerobics Fees	550	572	104%
101-42218	Swim Team Reimbursement	1,700		
101-42219	Life Guard Classes	200		
101-42301	Park Rental	500	450	90%
101-42302	Library Hall Rental	1,500	414	28%
101-42303	Community Center Rental	14,000	8,494	61%
101-42304	Community Center Insurance Collected		458	
101-44101	Rents/Leases Revenues	17,396	12,211	70%
101-44102	Interest Earnings	15,350	24,267	158%
101-49101	Contributions		3,176	
101-49102	Reimbursements/Refunds		2,220	
101-49104	Miscellaneous Revenues	20,000	7,466	37%
101-49106	Cash Over/Short		(114)	
101-49108	Commissions on Coke Machine	100	78	78%
101-49109	Developer Planning Reimbursement	40,000	24,098	60%
101-49111	Fireworks Contributions	3,000		
101-49999	Interfund Operating Transfer	160,000		
	Total General Fund Revenues	\$2,807,119	\$617,895	22%

City of Winters
Fund Balance Report
Estimated Fund Balances as of December 31, 2005

Fund #	Fund Name	Audited Fund		Current Year Expenditures	Transfers In/(Out)	Ending Fund Balance	Change From 6/30/2005
		Balance June 30, 2005	Current Year Revenues				
101	General Fund	\$ 3,296,042	\$ 618,426	\$ 1,189,399	\$ -	\$ 2,725,069	\$ (570,973)
211	City Wide Assessment	21,942		109,442	-	(87,500)	(109,442)
212	Flood Assessment District	3,214	26		-	3,240	26
221	Gas Tax	(142,425)	56,277	51,190	-	(137,338)	5,087
223	PERS Trust Fund	342,465	2,780		-	345,245	2,780
231	State COPS 1913	203,155	101,545	53,198	-	251,502	48,347
243	'96 COPS MORE Grant	2,702	19	600	-	2,121	(581)
251	Traffic Safety	153,666	1,593	11,930	-	143,329	(10,337)
252	Asset Forfeiture	9,349	76		-	9,425	76
253	Traffic Grant	7,925	64		-	7,989	64
254	Vehicle Theft Deterrent	25,635	208		-	25,843	208
261	Traffic Congestion Relief		8,653		-	8,653	8,653
262	Street Grants	(109,460)	315,516	219,526	-	(13,470)	95,990
271	Prop 40 Grant	(100,379)	176,000	119,621	-	(44,000)	56,379
273	Trestle Bridge Grant	30,536	248	30,784	-		(30,536)
291	Beverage Recycling Grant	11,556	5,132	814	-	15,874	4,318
294	Transportation	13,718	154,846	104,054	-	64,510	50,792
295	Emergency Plan Update Gran	1,981	16	1,997	-		(1,981)
311	STBG 700 Housing		4,302		(4,302)		
313	STBG-96-1043 Housing and P	(29,070)	3,088		(3,088)	(29,070)	
321	EDBG 99-688 Buckhorn		8,702		(8,702)		
322	EDBG 96-405 Cradwick		1,274		(1,274)		
351	RLF Housing Rehabilitation	30,901	164		1,721	32,786	1,885
352	RLF Affordable Housing	17,481	12		2,581	20,074	2,593
355	RLF Small Business	113,243	972		13,064	127,279	14,036
411	Street Impact Fee	1,807,997	29,149	497,156	-	1,339,990	(468,007)
412	Storm Drain Impact Fee	163,888	1,373	9,359	-	155,902	(7,986)
413	Parks & Recreation Impact	803,322	10,308		-	813,630	10,308
414	Public Safety Impact Fee	256,711	3,086	25,831	-	233,966	(22,745)
415	Fire Impact Fee	164,241	2,855		-	167,096	2,855
416	General Facilities Impact	216,162	3,994		-	220,156	3,994
417	Water Impact Fee	418,945	8,681	338	-	427,288	8,343
418	Sewer Impact Fee	(390,944)	11,658	555	-	(379,841)	11,103
421	General Fund Capital	483,813	3,928		-	487,741	3,928
422	Landfill Capital	347,885	2,804	1,715	-	348,974	1,089
424	Parks and Recreation Capit	220,910	2,694		-	223,604	2,694
427	Equipment Replacement Fund	131,208	7,526	2,139	-	136,595	5,387
481	General Plan 1992	(618,561)			1,322	(617,239)	1,322
482	Flood Control Study	(123,912)	9		-	(123,903)	9
492	RAJA Storm Drain	23,516	269		-	23,785	269
494	CARF	44,932	3,712		-	48,644	3,712
495	Monitoring Fee		1,322		(1,322)		
496	Storm Drain Non-Flood	196	2		-	198	2
501	General Debt Service	46,822	380		-	47,202	380
502	General LTD	43,998			-	43,998	
611	Water O & M	167,584	268,871	273,496	-	162,959	(4,625)
612	Water Reserve	244,334	12,108	4,692	-	251,750	7,416
621	Sewer O & M	2,886,577	361,336	351,237	-	2,896,676	10,099
623	Sewer Bond	48,348	1,407	3,125	-	46,630	(1,718)
651	Central Service Overhead	(2,200)		(2,200)	-		2,200
701	Community Redevelopment	1,874,478	26,552	614,810	11,418	1,297,638	(576,840)
702	RDA Project Area	3,457,324	32,601	150,863	-	3,339,062	(118,262)
711	Community Redevelopment LI	520,042	3,075	158,970	-	364,147	(155,895)
712	RDA Housing Project Area	2,631,858	26,283		-	2,658,141	26,283
751	Community Redevelopment LT	565,077	3,432		(11,418)	557,091	(7,986)
821	Winters Library	430,389	3,494		-	433,883	3,494
831	Winters Library	59,080	62,128	47,090	-	74,118	15,038
911	General Fixed Assets	4,543,056			-	4,543,056	
Totals		<u>\$ 25,371,253</u>	<u>\$ 2,354,976</u>	<u>\$ 4,031,731</u>	<u>\$ -</u>	<u>\$ 23,694,498</u>	<u>\$ (1,676,755)</u>

City of Winters
Cash and LAIF Balances
As of December 31, 2005

Fund #	Fund Description	Balance 6/30/05	Balance 12/31/05
101	GENERAL FUND	3,269,516	2,962,171
211	CITY WIDE ASSESMENT	20,549	(89,906)
212	FLOOD ASSESSMENT DISTRICT	3,191	3,240
221	GAS TAX	(154,345)	(137,338)
223	PERS TRUST FUND	340,053	345,246
231	STATE COPOS 1913	201,721	251,503
243	COPS MORE GRANT	2,683	2,122
251	TRAFFIC SAFTEY	149,231	143,329
252	ASSET FORFEITURE	9,284	9,425
253	TRAFFIC GRANT	7,869	7,989
254	VEHICLE THEFT DETERRENT	25,454	25,843
261	TRAFFIC CONGESTION RELIEF		8,653
262	STP AND STIP PROJECTS	(43,179)	(13,470)
271	PROPOSITION 40 GRANT	(100,361)	(44,000)
273	TRESTLE BRIDGE GRANT	30,321	
291	BEVERAGE RECYLING FUND	11,512	15,875
294	TRANSPORTATION(INCLUDING BUS	31,550	80,267
295	EMERGENCY PLAN UPDATE GRANT	1,981	
351	RLF HOUSING REHABILITATION	19,132	21,142
352	RLF AFFORDABLE HOUSING	54	2,647
355	RLF SMALL BUSINESS	112,445	127,279
411	STREET IMPACT FEE	1,862,712	1,244,990
412	STORM IMPACT FEE	132,942	125,902
413	PARKS AND RECREATION IMPACT F	797,663	813,630
414	POLICE SAFTEY IMPACT FEE	254,903	233,967
415	FIRE IMPACT FEE	163,084	167,097
416	GENERAL FACILITIES IMPACT FEE	214,640	220,156
417	WATER IMPACT FEE	416,085	427,289
418	SEWER IMPACT FEE	621,396	636,717
421	GENERAL FUND CAPITAL	480,405	487,741
422	LANDFILL CAPITAL	348,887	348,974
424	PARKS AND RECREATION CAPITAL	219,354	223,604
427	CAPITAL EQUIPMENT FUND	131,164	136,595
481	GENERAL PLAN 1992 STUDY	(618,561)	(617,239)
482	FLOOD CONTROL STUDY	1,080	1,097
492	RAJA STORM DRAIN	32,872	33,374
494	CAPITAL ASSET RECOVERY FEE	44,685	48,644
496	STORM DRAIN NON FLOOD	195	198
501	GENERAL DEBT SERVICE	46,182	47,202
502	GENERAL LTD	30	14,177
611	WATER O & M	(128,051)	(162,920)
612	WATER RESERVE	244,191	249,175
621	SEWER O & M	338,703	299,983
623	SEWER BOND	169,983	171,631
651	CENTRAL SERVICES	25,077	
701	REDEVELOPMENT	1,849,618	1,297,637
702	RDA PROJECT AREA	3,487,163	3,339,062
711	REDEVELOPMENT LIH	493,201	314,147
712	RDA HOUSING PROJECT FUND	2,613,066	2,658,141
751	REDEVELOPMENT LTD	6,748	6,748
821	WINTERS LIBRARY	427,357	433,883
831	SWIM TEAM	61,594	74,118
	TOTAL CASH	<u>\$ 18,677,029</u>	<u>\$ 16,997,737</u>

City of Winters
 Summary of Expenditures
 July 1, 2005 through December 31, 2005

		% of Year Completed					50%
Fund #	Fund Description	Budget FY 05-06	December Actual	Year to Date Actual	Balance of Budget Available	% of Budget Expended	
101	General Fund Expenditures by Department						
110	City Council	\$ 238	\$ 43	\$ 90	\$ 148	38%	
120	City Clerk	11,655	587	3,976	7,679	34%	
130	City Treasurer	334	1	120	214	36%	
150	City Attorney	15,410		6,930	8,480	45%	
160	City Manager	20,683	1,815	9,318	11,365	45%	
170	Administrative Services	143,285	9,314	58,181	85,104	41%	
180	Finance	2,036	165	880	1,156	43%	
210	Police Department	1,430,153	116,632	612,647	817,506	43%	
310	Fire Department	230,000	90,000	90,000	140,000	39%	
410	Community Development	339,233	24,491	149,257	189,976	44%	
420	Building Inspections	122,203	9,073	43,818	78,385	36%	
610	Public Works-Administration	378,684	19,895	121,078	257,606	32%	
710	Recreation	100,358	6,265	38,004	62,354	38%	
720	Community Center	61,000	7,018	37,283	23,717	61%	
730	Swimming Pool	38,699	6,632	17,818	20,881	46%	
	Total General Fund Expenditures	\$ 2,893,971	\$ 291,931	\$ 1,189,400	\$ 1,704,571	41%	
211	City Wide Assessment	185,261	28,212	109,442	75,819	59%	
221	Gas Tax Fund	119,452	8,286	51,190	68,262	43%	
231	State COPS 1913	171,399	11,342	53,198	118,201	31%	
243	'96 COPS MORE Grant	600		600		100%	
251	Traffic Saftey	19,400	7,492	11,930	7,470	61%	
261	Traffic Congestion Relief	29,250			29,250		
262	Street Grants	966,778	7,392	219,526	747,252	23%	
271	Prop 40 Grant	124,353	35,120	119,621	4,732	96%	
291	Beverage Recycling Grant	7,700		814	6,886	11%	
294	Transportation	196,304	27,950	104,054	92,250	53%	
311	STBG 700 Housing Rehab	7,845	605	4,302	3,543	55%	
313	STBG 96-1043 Housing & Public W	8,724		3,088	5,636	35%	
321	EDBG 99-688 Buckhorn	14,503	1,450	8,702	5,801	60%	
322	EDBG 405-Cradwick		727	1,274	(1,274)		
411	Street Impact Fee	1,000	25,619	497,156	(496,156)	999%	
412	Storm Drain Impact Fee			9,359	(9,359)		
413	Park & Recreation Impact Fee	150,000			150,000		
414	Public Saftey Impact Fee	79,000		25,831	53,169	33%	
415	Fire Impact Fee	55,000			55,000		
417	Water Impact Fee		68	338	(338)		
418	Sewer Impact Fee	900,000	295	555	899,445		
421	General Fund Capital	100,000			100,000		
422	Landfill Capital	10,000		1,715	8,285	17%	
427	Equipment Replacement Fund		(3,000)	2,139	(2,139)		
495	Monitoring Fee	17,332		1,322	16,010	8%	
611	Water O & M	743,946	59,043	273,496	470,450	37%	
612	Water Reserve			4,692	(4,692)		
621	Sewer O & M	839,005	157,487	351,237	487,768	42%	
623	Sewer Bond		3,125	3,125	(3,125)		
651	Central Service Overhead		(539)	(2,200)	2,200		
701	Community Redevelopment	1,041,515	129,832	614,810	426,705	59%	
702	RDA Project Area Fund H	2,715,000	46,218	150,863	2,564,137	6%	
711	Community Redevelopment LIH	256,505	4,778	158,970	97,535	62%	
712	LIH Bond Proceeds	2,540,000			2,540,000		
751	Community Redevelopment LTD			11,418	(11,418)		
831	Swim Team	60,225		47,090	13,135	78%	
	Total Expenditures	\$ 14,254,068	\$ 843,433	\$ 4,029,057	\$ 10,225,011	28%	

City of Winters
 Summary of Revenues
 July 1, 2005 through December 31, 2005

% of Year Completed 50%

Fund#	Fund Description	Budget	December	Year to Date		% of Budget
		FY 05-06	Actual	Actual	Difference	Received
101	General Fund	\$ 2,807,119	\$ 126,580	\$ 618,426	\$ 2,188,693	22%
211	City Wide Assessment	187,958			187,958	
212	Flood Assessment District			26	-26	
221	Gas Tax	130,508	10,602	56,277	74,231	43%
223	PERS Trust Fund	34,250		2,780	31,470	8%
231	State COPS AB1913	102,081		101,545	536	99%
243	'96 COPS MORE Grant			19	-19	
251	Traffic Saftey	6,700	-5	1,593	5,107	24%
252	Asset Forfeiture	100		76	24	76%
253	Traffic Grant			64	-64	
254	Vehicle Theft Deterrent	6,200		208	5,992	3%
261	Traffic Congestion Relief			8,653	-8,653	
262	Street Grants	1,000,479		315,516	684,963	32%
273	TRESTLE BRIDGE GRANT			248	-248	
291	Beverage Recycling	5,000		5,132	-132	103%
294	Transportation	229,000		154,846	74,154	68%
311	STBG 700 Housing	7,845	605	4,302	3,543	55%
313	STBG 96-1043 Housing & Public W	8,724		3,088	5,636	35%
321	EDBG 99-688 Buckhorn	17,403	1,450	8,702	8,701	50%
322	EDBG 96-405 Cradwick		727	1,274	-1,274	
351	RLF Housing Rehab	3,158	242	1,885	1,273	60%
352	RLF Affordable Housing	4,807	363	2,593	2,214	54%
355	RLF Small Business		2,177	14,036	-14,036	
411	Street Impact Fee	139,422		29,149	110,273	21%
412	Storm Drain Impact Fee	6,076		1,373	4,703	23%
413	Parks & Recreation Impact Fee	69,288		10,308	58,980	15%
414	Public Saftey Impact Fee	18,532		3,086	15,446	17%
415	Fire Impact Fee	26,852		2,855	23,997	11%
416	General Facilities Impact Fee	38,024		3,994	34,030	11%
417	Water Impact Fee	90,480		8,681	81,799	10%
418	Sewer Impact Fee	100,284		11,658	88,626	12%
421	General Fund Capital	5,300		3,928	1,372	74%
422	Landfill Capital	3,400		2,804	596	82%
424	Parks & Recreation Capital	1,800		2,694	-894	150%
427	Capital Equipment	300		7,526	-7,226	999%
481	General Plan 1992	17,332		1,322	16,010	8%
482	Flood Control Study	12		9	3	75%
492	RAJA Storm Drain	450		269	181	60%
494	CARF	2,422	350	3,712	-1,290	153%
495	Monitoring Fee	17,332		1,322	16,010	8%
501	General Debt Service	1,000		380	620	38%
611	Water O & M	524,300	44,074	268,871	255,429	51%
612	Water Reserve	14,446	1,868	12,108	2,338	84%
621	Sewer O & M	709,194	60,298	361,336	347,858	51%
623	Sewer Bond	24,515		1,407	23,108	6%
701	Community Redevelopment	1,441,655	5,000	37,969	1,403,686	3%
702	RDA Project Area Fund	35,000		32,601	2,399	93%
711	Community Redevelopment LIH	359,118		3,075	356,043	1%
712	RDA Housing Project Area	900		26,283	-25,383	999%
751	Community Redevelopment LTD			3,432	-3,432	
821	Winters Library	4,700		3,494	1,206	74%
831	Swim Team	78,300		62,128	16,172	79%
Total Revenues		\$ 8,281,766	\$ 254,331	\$ 2,209,063	\$ 6,072,703	27%