



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, March 6, 2007
7:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Mike Martin, Mayor Pro Tempore
Harold Anderson
Cecilia Curry
Tom Stone*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the City Council of the City of Winters Held February 20, 2007 (pp 1-3)
- B. Proclamation recognizing March 7, 2007 as California Arbor Day (pp 4-5)
- C. Consultant Services Agreement with Larry Walker Associates for Technical Review and Preparation of the City's Sanitary Sewer System Operation, Maintenance, Overflow Prevention and Response Plan (pp 6-12)
- D. Economic and Planning Consulting Services Contract with Kathryn Kelly (pp 13-23)

- E. Purchase of New 85HP Pump for East St. Lift Station in the amount of \$34,033.61 (pp 24-37)
- F. Proclamation Declaring March 2007 "Women's History Month" For "Generations of Women Moving History Forward" (pp 38-40)
- G. Janitorial Services Contract Agreement with Redwood Building Maintenance Co. (pp 41-50)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Continued public hearing and consideration of the Mary Rose Gardens Subdivision. The project is a proposed subdivision of 5.69 acres to create 28 single-family lots including two half-plex lots (Lots 12A and B) and Parcel X for an 18,433 square foot subdivision feature/green space area at 415 Grant Avenue (northwest corner of Grant Avenue and Cemetery Lane). APN: 003-524-19 (5.69 acres). Applicant: Dave Snow. Entitlements include Tentative Subdivision Map; Development Agreement; Rezoning to add the Planned Development Overlay over the 5.69-acre site; Planned Development Permit for PD Overlay; Site Plan for residential units and landscaping of Parcel X; and Demolition Permit (pp 51-53)
- 2. Continued public hearing and consideration of Anderson Place Subdivision. The project is a proposed subdivision of 2.13 acres to create 24 residential lots with a total of 28 residential units and 9 office suites, an internal roadway/parking area ("Lot A"), a pedestrian pathway ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D") at 723 Railroad Avenue. APN: 003-220-22 (2.13 acres). Applicant: Eva Brzeski. Entitlements include Tentative Subdivision Map; Development Agreement; Rezone to add the Planned Development Overlay over the 2.13-acres site; Planned Development Permit for PD Overlay; Modifications to adopted Street Cross Sections; Site Plan for residential units/office suites and landscaping; and Demolition Permit (pp 54-56)
- 3. Wastewater Services Contract Review with Eco Resources, Inc. (pp 57-104)
- 4. Winters Library Architect (pp 105)

COMMUNITY DEVELOPMENT AGENCY

- 1. Purchase of Parking Lot and Access Easement- Main Street Village (Under Separate Cover)
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CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

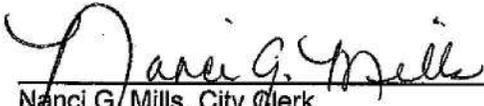
- 1. Treasurer Report for Period Ending January 31, 2007 (pp 106-112)
- 2. Investment Report for Period Ending January 31, 2007 (pp 113-114)

EXECUTIVE SESSION

Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiator – John W. Donlevy, Jr., City Manager – Property at the Northeast Corner of Railroad Avenue and Main Street, Yolo County APN 3-224-03, Winters, California.

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the March 6, 2007, regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on March 1, 2007, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 795-4910 ext. 101. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

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

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Winters Library – 201 First Street

City Clerk's Office – City Hall – 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes for a Regular Meeting of the Winters City Council
Held on Tuesday, February 20, 2007 @ 7:30 p.m.

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

Present were: Council Members Anderson, Curry, Martin, and Mayor Fridae, with Council Member Stone absent. Also present were City Manager John Donlevy, City Attorney John Wallace, Housing Program Manager Dan Maguire, and City Clerk Nanci Mills.

Approval of Agenda: Council Member Curry made a motion to approve the agenda with the following change: Discussion Item 4, Putah Creek Vegetation/Storm Debris Management Policy, was removed from the agenda. Consent Item D was moved to the Discussion portion of the agenda as new Discussion Item 4. Seconded by Council Member Martin. Motion carried unanimously, with Council Member Stone absent.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the City Council of the City of Winters Held February 6, 2007
- B. 2005-2006 Comprehensive Annual Financial Report and Management Report
- C. Professional Services Contract with Robert Adams for Strategic Planning Assistance
- D. Request for Street Closure – Main Street between Railroad Avenue and First Street on Sunday, March 25, 2007 by Vallejo HOG (Harley Owners Group) for their 15th Annual Vernal Equinox Ride – **MOVED TO DISCUSSION ITEM #4.**
- E. Part Time Temporary Hourly Wage Rates

City Manager John Donlevy gave an overview. Council Member Martin requested the roll call in the Regular Minutes of the 2/6/07 Winters City Council meeting reflect Mayor Fridae, not Mayor Martin. Council Member Curry made a motion to approve consent items with the specified correction. Seconded by Council Member Martin. Motion carried unanimously, with Council Member Stone absent.

PRESENTATIONS

1. **Presentation of Rotary Park Master Plan phasing priorities from the Chamber of Commerce Vision Committee**

Edmund Lis, Chairman of the Chamber of Commerce Vision Committee, distributed two diagrams and supporting product information from The Public Restroom Company for a pre-fabricated public restroom building to be erected in Rotary Park. The restrooms and a drinking fountain, which are priority items of the committee, are being donated by the Rotary Club. The committee is also planning to take the necessary steps to preserve the gazebo, which contains 264 bricks, and the gazebo ramps.

DISCUSSION ITEMS

1. **Continued public hearing and consideration of Mary Rose Gardens Subdivision.** The project is a proposed subdivision of 5.69 acres to create 28 single-family lots including two half-plex lots (Lots 12A and B) and Parcel X for an 18,433 square foot subdivision feature/green space area at 415 Grant Avenue (northwest corner of Grant Avenue and Cemetery Lane). APN: 003-524-19 (5.69 acres). Applicant: Dave Snow. Entitlements include Tentative Subdivision Map; Development Agreement; Rezoning to add the Planned Development Overlay over the 5.69-acre site; Planned Development Permit for PD Overlay; Site Plan for residential units and landscaping of Parcel X; and Demolition Permit. **STAFF IS RECOMMENDING CONTINUATION TO THE MARCH 6, 2007 CITY COUNCIL MEETING.**

Mayor Fridae opened the public hearing at 7:52 p.m. and closed the public hearing at 7:52 p.m. Council Member Anderson made a motion to continue the public hearing and consideration of Mary Rose Gardens Subdivision to the March 6, 2007 City Council meeting. Seconded by Council Member Curry. Motion carried unanimously, with Council Member Stone absent.

2. **Public hearing and consideration of Anderson Place Subdivision.** The project is a proposed subdivision of 2.13 acres to create 24 residential lots with a total of 28 residential units and 9 office suites, an internal roadway/parking areas ("Lot A"), a pedestrian pathway ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D") at 723 Railroad Avenue. APN: 003-220-22 (2.13 acres). Applicant: Eva Brzeski. Entitlements include Tentative Subdivision Map; Development Agreement, Rezone to add the Planned Development Overlay over the 2.13-acre site; Planned Development Permit for PD Overlay; Modifications to the adopted Street Cross Sections; Site Plan for residential units/office suites and landscaping; and Demolition Permit. **STAFF IS RECOMMENDING CONTINUATION TO THE MARCH 6, 2007 CITY COUNCIL MEETING.**

Mayor Fridae opened the public hearing at 7:53 p.m. and closed the public hearing at 7:53 p.m. Council Member Martin made a motion to continue the public hearing and consideration of Anderson Place Subdivision to the March 6, 2007 City Council meeting. Seconded by Council Member Anderson. Motion carried unanimously, with Council Member Stone absent.

3. Winters Center for the Arts- Consideration of Grant by City

This item was addressed following Discussion Item #4. Mayor Fridae recused himself due to a possible conflict of interest. Michael Barbour provided a list of Spring classes scheduled through April 30, 2007, to be held at their new location at 18 Main Street, and indicated the gallery has done well in the past couple of months. Council Member Curry remains concerned regarding the non-profit status and Eric Doud, who understood her concerns, also wants a bona fide status. The rent money also continues to be a critical concern. Winters resident Jimou voiced the need for the facility, indicating that the kiln is operational and the non-profit status is well established. Meagan Evans, Board Member, indicated a name change is being processed and they will not lose their non-profit status as there is a 90-day grace period. They will also attempt to have their class information made more available to the public. Council Member Martin would like to see more presentations made to the City Council by the Winters Center for the Arts. Council Member Anderson made a motion to approve the \$2,500 grant with the understanding that when the non-profit issue is completed, a copy will be provided to the City. Seconded by Council Member Curry. Motion carried unanimously, with Council Member Stone and Mayor Fridae absent.

Mayor Fridae returned to his seat at this time.

4. **Request for Street Closure** – Main Street between Railroad Avenue and First Street on Sunday, March 25, 2007 by Vallejo HOG (Harley Owners Group) for their 15th Annual Vernal Equinox Ride

This Discussion item was addressed following Discussion Item #2. Dallas "Ricky" Freed of the Vallejo Harley Owners Group was present. Three portable restrooms will be provided for public use. Road closure signage will be provided by Winters Public Works Department in the affected areas. In case of rain, the event will be moved to the following Sunday, April 1. City Manager John Donlevy verified the minimal impact this event would have on the Police Department. Council Member Curry made a motion to approve the closure of Main Street between Railroad Avenue and First Street on Sunday, March 25. Seconded by Council Member Martin. Motion carried unanimously, with Council Member Stone absent.

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT – Staff is preparing for the Strategic Planning Workshop to be held on March 2-3, which will contain 8 functional areas of choice voting. Team building and prioritization exercises will be performed and the input from the City Council members is the highest priority. An update on the new swimming pool was also given.

COUNCIL/STAFF COMMENTS – Council Member Curry mentioned the upcoming Local Government Commission dinner scheduled in April. She also recognized Bob Adams for painting the pedestrian bridge. Council Member Anderson reported that 50 trees were planted by the Rotary Club near the Interstate 505 interchange and an additional 5 trees were planted along Creekside Way near Putah Creek. Mayor Fridae reminded everyone of the Amgen Bicycle Race that was scheduled to come through town on Friday, February 23.

INFORMATION ONLY - None

EXECUTIVE SESSION - None

ADJOURNMENT – In memory of long-time Winters resident David Hoobyar, Mayor Fridae adjourned the meeting at 9:18 p.m.

CITY OF
WINTERS
CALIFORNIA
CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 6, 2007
THROUGH: John W. Donlevy, Jr. – City Manager *JWD*
FROM: Carol Scianna – Management Analyst *CS*
SUBJECT: Proclamation Recognizing California Arbor Day

RECOMMENDATION:

Approve proclamation declaring March 7, 2007 California Arbor Day.

BACKGROUND: As part of our ongoing support of the Sacramento region's Greenprint Plan to double the tree canopy of our region, the City is being asked to join with others in the region in observing Arbor Day and encouraging citizens, schools and other groups to plant trees on that day.

FISCAL IMPACT: None

ATTACHMENT:

California Arbor Day Proclamation



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
RECOGNIZING MARCH 7, 2007 AS CALIFORNIA ARBOR DAY**

WHEREAS, Arbor Day festivities have been observed for over 125 years in cities and communities throughout the United States in recognition of the importance and need of trees; and

WHEREAS, the City of Winters has embraced the goal of the Greenprint initiative to optimize the remarkable benefits of trees to create the best urban forest for the Sacramento region; and

WHEREAS, the City of Winters recognizes the contributions tree canopies have to clean air and water, energy conservation, public health, habitat and the beauty of our neighborhoods and business districts; and

WHEREAS, the City of Winters acknowledges the 25th anniversary of the Sacramento Tree foundation and its efforts to educate and advocate for the urban forest and the Greenprint initiative; and

WHEREAS, California Arbor Day 2007 will be observed by schools, communities, civic organizations and countless citizens who will participate in tree planting activities.

NOW THEREFORE, BE IT PROCLAIMED by the Winters City Council that March 7, 2007 be recognized as California Arbor Day and encourage its citizens to participate in the plant and care for trees and their urban forest.

PASSED AND ADOPTED this 6th day of March, 2007 by the following roll call vote:

AYES:

NOES:

Councilmember Cecelia Curry

Councilmember Mike Martin

Councilmember Harold Anderson

Councilmember Tom Stone

Mayor Woody Fridae

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



STAFF REPORT

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy City Manager *JW*
FROM: Nicholas J. Ponticello, City Engineer *NJP*
DATE: March 6, 2007
SUBJECT: Approve Contract with Larry Walker Associates for Technical Review and Preparation of the City's Sanitary Sewer System Operation, Maintenance, Overflow Prevention and Response Plan

RECOMMENDATION: Staff recommends the City Council (1) authorize the City Manager to execute a Consultant Services Agreement with Larry Walker Associates (LWA) for the Technical Review and Preparation of the City's Sanitary Sewer System Operation, Maintenance, Overflow Prevention and Response Plan; and (2) authorize expenditures up to Seven-Thousand dollars (\$7,000) for the Consultant Services Agreement.

BACKGROUND: The City of Winters is required by the State to adopt a Sanitary Sewer System Operation, Maintenance, Overflow Prevention and Response Plan (SSOMPRP) to conform to requirements of the Waste Discharge Report and Cease and Desist Order (CDO) No. R5-2007-002. A draft Plan was prepared in March 2006, and the City has engage Larry Walker Associates to update the Plan in accordance with the CDO.

Larry Walker Associates submitted a scope and fee proposal, dated February 14, 2007, which is attached. The proposal is deemed reasonable for the services requested.

ALTERNATIVES: No alternatives recommended.

FISCAL IMPACT: The costs associated with the Larry Walker services will be funded with Fund 621, Sewer O&M.

Attachment: LWA Consultant Services Agreement



CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of March __, 2007, by and between the City of Winters ("the CITY") and Larry Walker Associates, 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 February 14, 2007. Consultant shall provide said services at the time, place, and in the manner specified by this Agreement and Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Budget Estimate included in Exhibit "A", but in no event shall total compensation exceed Six-Thousand-Two-Hundred-Forty dollars (\$6,240), 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 "B" 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: Malcolm Walker

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit A

February 14, 2007

Alan Mitchell
Department of Public Works
City of Winters
318 First St.
Winters, CA 95694



Subject: Scope of Work and Budget for Technical Review of City of Winters Sanitary Sewer System Operation, Maintenance, Overflow Prevention and Response Plan Draft (March 2006)

Dear Mr. Mitchell:

As requested, LWA has developed a scope of work, budget, and schedule for engineering services to provide a technical review of the City of Winters Sanitary Sewer System Operation, Maintenance, Overflow Prevention and Response Plan Draft (March 2006) and prepare revisions to the plan in response to comments received from the Regional Water Quality Control Board as contained in Cease and Desist Order (CDO) No. R5-2007-002.

Scope

The scope of work associated with technical review and revision of the Draft Plan will include the following tasks:

1. Collect pertinent documents and data

LWA will coordinate with the City staff to obtain all documents and data pertinent to the review of the Plan.

2. Communicate with RWQCB staff regarding comments

LWA will contact appropriate RWQCB staff and communicate with staff to clarify Water Board staff comments contained in the CDO.

3. Review and revise Draft Plan

LWA will review and revise the Draft Plan with respect to technical accuracy and adequacy and to address RWQCB comments. LWA will submit a draft Plan for review by City staff.

4. Respond to comments and questions

LWA will respond to questions or comments by City and RWQCB staff regarding the revised Plan.

5. Prepare Final Plan

LWA will incorporate City staff comments and prepare a final version of the Plan for submittal to RWQCB.

Budget

The proposed budget for the work described above is \$6,240 as detailed in the attached budget table. We propose to perform this work on a time and material basis with hourly charges based on our current rate schedule (see attached). This budget assumes only minor revisions to the revised draft. Substantial revisions or meetings with the City or RWQCB may require additional time.

Budget Estimate for Engineering Services for Revision of SSMP

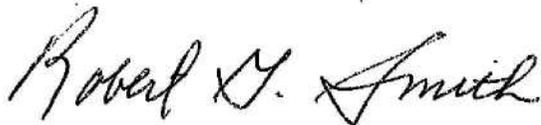
Project Task	Associate		Total Cost
	Hours	Rate	
1. Collect pertinent documents and data	6	\$195	\$1,170
2. Communicate with RWQCB staff	2	\$195	\$390
3. Review and revise Draft Plan	16	\$195	\$3,120
4. Respond to City comments	3	\$195	\$585
5. Prepare Final Plan	4		\$780
Subtotal	31		\$6,045
6. Project administration/coordination	1	\$195	\$195
Total	32		\$6,240

Schedule

The schedule to complete written comments for review by County staff will depend on the time required to collect the needed data and the time and to communicate with RWQCB. It is estimated that a revised Draft Plan can be submitted within three (3) weeks after all the applicable reports and data are received by LWA.

We trust this proposal meets your needs. We are prepared to proceed with the work at your direction.

Yours truly,



Robert G. Smith
Associate

EXHIBIT "B"

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

CONSULTANT shall file with the City Clerk, 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 any time 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 Council Members
DATE: March 6, 2007
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: Economic and Planning Consultant

RECOMMENDATION:

That the City Council authorize a Consultant Services Agreement between the City of Winters and Kathryn Kelly for professional services to provide staff support for Economic and Planning Issues.

BACKGROUND:

Over the past three years, the City has embarked on a number of key projects which are now coming to fruition. These involve the approval and monitoring of four (4) subdivision projects, the Downtown Winters Master Plan, the pursuit of the preparation of a "form based code" and numerous project ideas to occur along Grant Ave. Additionally, the City is about to embark on an update of its Housing Element and will be considering options regarding the General Plan which has a horizon date of 2010.

DISCUSSION:

Staff is requesting authorization to enter into a one year agreement with Kathryn Kelly to begin work on the following projects:

- Development Agreement and Mitigation Monitoring for currently approved subdivision projects.
- Development of a downtown development/form based code.
- Advancement of planning grants for the Grant Ave. corridor.
- Development processing for other projects currently being considered.

The contract would help supplant staff efforts and help in relieving what is a heavy backload of projects. The billable rate would be \$45 per hour, up to 170 hours per month and not to exceed \$90,000 in a year.

Ms. Kelly brings an extensive background and knowledge in planning and land use issues. Her background in Yolo County and Winters brings a considerable resource for the City Staff.

Staff is recommending approval.

FISCAL IMPACT:

Approximately \$24,000 for the balance of Fiscal Year 2006-07. The City currently has two (2) budgeted positions unfilled including an Assistant Planner and a part-time position. There is no requirement for budget adjustments to fund this position. Additional reimbursement will come from grants and developer reimbursements.



CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and Kathryn Kelly (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City Services in the areas of Land Use and Public Policy, Organizational and Project Management and Community Relations. Services shall include but not be limited to assistance with Development Agreement and Mitigation Monitoring for approved subdivisions, Development of a downtown development/form based code, planning grants and general development processing. Consultant shall provide said either at City Hall or at a location agreed upon by the City.
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 the letter included as Exhibit "B", but in no event shall total compensation at \$45 dollars per hour at an annual cost not to exceed (\$90,000), 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

ATTEST:

CONSULTANT

Nanci G. Mills, CITY CLERK

By: _____

Exhibit "A" Provided by Consultant

Kathryn Kelly

P.O. Box 868
Winters, CA 95694
(530) 795-5848

Summary

Results driven Manager focused on small town and rural communities with extensive public and private sector planning experience and diverse skills in land use, entrepreneurial conservation, and small business. Craft policies and programs to sustainably conserve farmland and natural resources at the local and state level. Leveraged \$422,000 in contributions into over \$8.8 million in conservation easements and over \$938,000 for other land trust programs. Life-long experience owning and operating small businesses. Thrives in diverse and flexible settings while remaining pragmatic and focused.

Skills and Experience

Land Use and Public Policy

Analyze development proposals for consistency with policies, regulations, and community desires. Manage and process development projects in eleven jurisdictions. Conduct CEQA and NEPA review and prepare documentation. Implement natural resource mitigation policies and programs with government agencies, developers and stakeholder partners. Develop and manage complex land conservation programs including landowner relations, strategic planning, project selection and development, preliminary legal review, negotiations, and drafting conservation easements. Have acquired 25 conservation easements which protect 4,900 acres of farmland, habitat and open space. Design and implement relevant, cost effective monitoring and stewardship programs.

Organizational and Project Management

Have managed transition of non-profit from local, unstaffed volunteer organization to staffed organization with statewide recognition. Overseeing the eight year evolution of the operations budget from \$48,000 to \$130,000. Work with Board to develop and implement goals, policies, strategic plans and budgets consistent with organization's Mission. Provide guidance to Board on legal and practical requirements of operating a land trust and undertaking conservation transactions. Manage daily land trust operations. Research, write and manage grants for projects with state, federal and private funders. Coordinated coalition of four cities, the County, Farm Bureau, and the Land Trust to be selected for a multi-million dollar funding program in a competitive selection process.

Community Relations

Further the mission and goals of the Land Trust by collaborating with landowners, industry groups, community leaders, elected officials and government staff. Distill complex concepts and processes into approachable information for diverse audiences. Increase awareness and support for Land Trust by developing outreach and education programs including public presentations, workshops, testifying at hearings, and conducting media events. Provide technical support and training to conservation groups.

Background

Executive Director
Yolo Land Trust
September 1998 - Present

Principal Consultant
Kelly Group
February 1994 - March 1996

Contract Planner
City of Morro Bay
June 1992 - September 1992

Project Manager
The Planning Center
March 1996 - August 1998

Environmental Planner
Fugro West, Inc.
September 1992 - February 1994

Associate Planner
Rogoway Planning Group
February 1990 - June 1992

Education

Cal Poly, San Luis Obispo
Graduate Study - 1990 to 1992
City and Regional Planning

California State University, Chico
B.A. Anthropology - May 1985
Cultural Resource Management Emphasis



MEMORANDUM
January 3, 2007

TO: John W. Donlevy, Jr. – City Manager

FROM: Dan Sokolow – Community Development Director 

SUBJECT: Possible Projects for Kate Kelly

1. Discussions/negotiations with property owners on property acquisitions for Phase II expansion of Wastewater Treatment Plant
2. Processing of Grant Avenue commercial project (Granite Bay Holdings applicant)
3. Oversight of conditions of approval (including mitigation measures) for Callahan Estates, Creekside Estates, Hudson/Ogando, and Winters Highlands projects
4. Administering Caltrans design grant (*assuming that the City receives the grant*)
5. Oversee consultant on form-based code project and process the Zoning Ordinance changes needed for the project

The following projects are on the horizon, but I think we'd want Heidi to serve as project manager for them.

1. Processing of Dunmore Communities' Grant Avenue commercial project
2. General Plan revision effort

Z+B+E/Projects for Kate Kelly 3Jan07

Exhibit "B" Provided by Consultant

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Cecilia Aguiar-Curry
Harold Anderson
Tom Stone



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

February 21, 2007

Kathryn Kelly
P.O. Box 868
Winters, CA 95694

RE: Contract Planning and Economic Development Position

Dear Kate:

Per our previous conversations, I would like to propose a contractual arrangement between the City of Winters and you to assist the City in a number of planning projects which are currently pending.

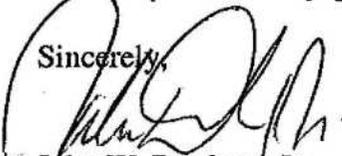
These include:

- Development Agreement and Mitigation Monitoring for currently approved subdivision projects.
- Development of a downtown development/form based code.
- Advancement of planning grants for the Grant Ave. corridor.
- Development processing for other projects currently being considered.

The contract position would be for Economic and Planning for a one year period. The billable rate would be \$45 per hour, up to 170 hours per month and not to exceed \$90,000. This contract will require City Council approval and will be presented for their consideration at the March 6, 2007 meeting.

If this is acceptable, please sign below and return no later than Monday, February 26, 2007. If you have any questions, please do not hesitate to contact me.

Sincerely,



John W. Donlevy, Jr.
City Manager

Approval:



Kathryn Kelly

Exhibit B

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 agrees to indemnify, including the cost to defend, the CITY, its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the CITY or the agents, servants, or independent contractors who are directly responsible to the CITY or arising from the active negligence of the CITY.

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

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This

indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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

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

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

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



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: March 6, 2007
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Management Analyst 
SUBJECT: Purchase of 85 HP Pump for East Street Lift Station at the cost of \$34,033.61.

RECOMMENDATION:

Staff recommends the purchase of 85HP Flygt pump to replace the unit that has been out of service since last fall. The cost of the new pump is \$34,033.61 which includes a leak sensor, start up service and shipping. The warranty on the new pump is 2 years with an extended pro-warranty of 2-5 years. There will be additional electrical installation costs of approximately \$350.00. The estimated lead time for ordering and installation is 3 months early June.

BACKGROUND:

The East Street lift station operates using two submersible Flygt pumps rated at 88HP Flygt pumps and one third pump rated at 47HP. One of the existing 88HP pumps was pulled from the East Street Lift station in October 2006 and the system has been operating with just the one large pump and the smaller back up pump since that time. Over the last several months various options have been evaluated as to the best course of action. Staff recommends the purchase of a new 85 HP Flygt pump as the most reliable option for the East Street facility. The NP3301.090 -464HT, 85 HP has higher operating efficiencies, is more clog resistant and designed for longer service intervals than the existing CP3300 line.

ALTERNATE OPTION:

The existing 88HP pump could be rebuilt at a cost of \$17,905.46 although the warranty would only be for a three months, most likely the life expectancy of the rebuilt pump would be several more years.

FISCAL IMPACT: The cost of the new 85HP pump is \$32,204.35 additional electrical Installation costs approximately \$350.00.

15700
5798



ITT

ITT Flygt Corporation

790-A Chadbourne Road

Fairfield, CA 94585

Tel: (707) 422-9894

Fax: (707) 422-9808

To: CAROL SCIANNA
CITY OF WINTERS
From: DAVID TROYER
SALES ENGINEER
Subject: REPLACEMENT PUMP QUOTATION

DATE: February 20, 2007

FILE:

Carol,

The quotation for the replacement pump we've been discussing is as follows:

PUMP:

(1) 6" NP3301.090-464HT, 85HP, 3/460/60, 1.15SF Heavy-Duty Submersible Pump with FM X-P Rated Motor, FLS Stator Leakage Sensor, 50 Ft. Submersible Cable
LIST- \$ 35,240.00 ea

RECOMMENDED ACCESSORY/SERVICE:

- (1) MiniCAS Relay, 120V (for Installation in Control Panel, by Others)
LIST- \$ 325.00
- (1) Socket, for MiniCAS Relay
LIST- \$ 29.00 ea
- (4 hrs) Field Service Startup @ \$ 110.00/Hr (not subject to discount)

We will extend a 12% discount off of the above list prices (except Startup). The total with discount = $(\$35,240 + \$ 325 + \$ 29)(0.88) + (4)(\$110.00)$

= \$ 31,322.72 (taxable) + \$ 440.00 (non-taxable start-up)

34033.61

CONTINUED



NOTES:

1. Deliveries: Submittal Information- 1-2 days after signed contract, Accessories- 1-2 weeks after Submittal Approval, Pumps- 8-10 weeks after Submittal Approval.
2. All of the aforementioned equipment is F.O.B. Fairfield, CA, freight allowed, for one "ship to" address.
3. Pricing does not include: Applicable Sales Tax, Controls, Installation, Items not Previously Mentioned.
4. ITT Flygt Standard Terms and Conditions, Payment Requirements (net 30 days pending FRC credit approval, and Standard Warranty apply. Please contact us if you need copies of these documents for your records. Pricing is valid for 90 days from bid date.

Please don't hesitate to contact me if you have any questions. We appreciate your consideration of quality Flygt equipment and service.

Sincerely,
ITT FLYGT CORP.



David Troyer
Sales Engineer

P- 707-422-9894, x619
F- 707-422-980
david.troyer@itt.com

General Terms and Conditions of Sale
ITT Flygt Corporation
 A Subsidiary of ITT Industries is Designated "Seller"

Notwithstanding any inconsistent, additional or different terms contained in your purchase order or other documents supplied by you, this acceptance is expressly conditioned upon your agreement to the following terms and conditions.

1. Prices apply to the specific quantities stated on this order, and do not include any taxes, transportation charges, prints, special packaging or stamping not specified on the order.
2. Taxes: Unless prohibited by statute, Purchaser agrees to pay to Seller the amount of any Federal, State, City or other tax which Seller may be required to pay on account of the manufacturer, transportation, sale or use of the material which is the subject of this contract. In lieu of paying such taxes to Seller, Buyer may furnish Seller with a Tax Exemption Certificate or Certificates acceptable to appropriate taxing authorities, at any time prior to Seller's shipment of the products.
3. Quantity Discounts: Quantity discounts, if applicable, are computed separately for each item or on combination of items as Seller may designate and such discounts are based on the quantities ordered and or released at any one time. If an order is canceled, discounts will be adjusted to the discount allowable for the uncanceled quantity, if any. Cancellation charges may apply.
4. Terms: Payment terms are net 30 days. The Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Interest may be charged at the highest rate of interest allowable in the State of manufacturer's office to which this order has been submitted on all accounts not paid when due. Buyer shall not assign or transfer this contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.
5. Delivery: All shipment dates are after receipt and acceptance of order by Seller, and approved submittals if applicable. If any conditions occur unforeseen at time of acceptance by Seller which prevent compliance with delivery schedules, Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay.
6. Risk of Loss: All shipments will be made F.O.B. selling factory or Distribution Center unless otherwise specified. The Seller will select the carrier for shipment from any Distribution Center, unless Purchaser provides account number for collect or third party shipments. All shipments from the factory, the freight forwarder will select the carrier. Title to and risk of loss for the material shall pass to the Purchaser upon delivery thereof by the Seller to the carrier or delivery service. Thereupon the Purchaser shall be responsible therefore. Products held for Purchaser or stored for Purchaser shall be at the risk and expense of Purchaser. All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. (a) Claim for damage or loss should be filed with carrier by Buyer. (b) Order for replacement material must be a new purchase order and will be handled as such, subject to standard "terms and conditions of sale", including freight charges. If material is sold F.O.B. destination, title and risk of loss passes to Buyer upon delivery to destination. Buyer must contact Seller if damaged material is received in order to file claim with carrier. All shipments must be inspected within 5 days from date of delivery.
7. Warranty: ITT Flygt offers a Commercial Warranty covering Parts and Labor on its pumps to the original End Purchaser, in compliance with requirements of the ITT Flygt Catalog and Technical Manual Specifications for pumping Municipal Wastewater or similar abrasive free, noncorrosive liquids against defects in workmanship and material for the period as defined below.

ITT Flygt Pump Models are warranted from the date of shipment from ITT Flygt Corporation to the End-Purchaser through the period defined on the appropriate Product Warranty Policy. ITT FLYGT CORPORATION will pay costs and labor defined on the appropriate Product Warranty provided the pump, with cable attached, is returned to an ITT FLYGT SERVICE FACILITY for repairs.

Time after shipment (months or hours) shall be determined by date of receipt of defective product (or Warranty Claim) by ITT Flygt Authorized Repair Facility and/or current copy of Maintenance "Time Operated" report from jobsite.

Start-up reports and electrical system schematics (including Bills of Material) may be required to support any Warranty Claims; **THEY WILL NORMALLY BE REQUIRED FOR CLAIMS FOR PUMPS 18 HORSEPOWER AND GREATER.** This Warranty shall not apply to any product or part of product which has been subjected to misuse, negligence, accident, operated in dotted portion of published curves, used in a manner contrary to ITT FLYGT's printed instructions, or damaged due to a defective power supply, improper electrical protection or faulty installation or repair.

General Terms and Conditions of Sale
ITT Flygt Corporation
A Subsidiary of ITT Industries is Designated "Seller"

ITT FLYGT CORPORATION's sole obligation under this Warranty shall be to Repair, Replace or Grant a Credit Reimbursement at its discretion, through its Warranty Processing Procedures for defective products when returned prepaid to ITT FLYGT and upon FLYGT's exclusive examination found to be defective. Products repaired or replaced under this Warranty by a Representative or other Selling Agent shall become his exclusive responsibility.

ITT FLYGT CORPORATION WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR UNAUTHORIZED REPAIR SHOP EXPENSES. THE WARRANTIES MADE HERIN BY ITT FLYGT CORPORATION ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. ITT FLYGT ASSUMES NO LIABILITY FOR LOSS OF USE OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN RESPECT TO THE USE OR OPERATION OF ITT FLYGT'S PRODUCTS, OR ANY EQUIPMENT OR ACCESSORIES IN CONNECTION THEREWITH.

8. **Inspection:** Buyer shall have the right to inspect the Products prior to payment and acceptance and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within thirty (30) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.
9. **Seller's Liability:** Seller will not be liable for any loss, damage, cost of repair, incidental or consequential damages of any kind, whether based upon warranty, contract, or negligence, and arising in connection with the sale, use or repair of the Products. Seller's maximum liability shall not in any case exceed the contract price for the Products claimed to be defective or unsuitable.
10. **Delays:** Seller will not be liable for any delay in the performance or orders or contracts, or in the delivery or shipment of goods or for any damages suffered by Buyer by reason of such delay. If such delay is, directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond its control, the delivery date shall automatically be extended by such delay. All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary materials and all orders or contracts as well as shipments applicable thereto are subject to Seller's current plant schedule, governmental regulations, orders, directives and restrictions that may be in effect from time to time.
11. **Default or Delay in Payment:** If Buyer fails or delays making payment on any order or contract of sale between Buyer and Seller as required by the terms of that order or hereunder, then Buyer agrees that Seller may defer shipment or services under this contract, or at Seller's option may cancel unshipped product balances, until payment(s) by Seller is brought to a current status. Seller's rights in this respect are additional to other rights and remedies available to Seller for Buyer's breach of this or any other agreement. **Application of Buyer's Payments:** Seller may apply any payments made by Buyer or credits due to Buyer to any amounts owed by Buyer to Seller, as Seller may in its sole discretion determine and without regard to Buyer's instructions in this regard or to commercial practice, if any, governing the manner in which payments are to be applied.
12. **Tools, etc.:** Unless otherwise expressly provided, the Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and tools made for or obtained for the furnishing of this order.
13. **Cancellations:** Seller's acceptance of order cancellation or order reduction requests must be in writing and is conditioned upon receiving Buyer's written agreement to assume termination charges.
14. **Minimum Order:** Seller reserves the right to refuse to accept any order which does not meet quantity requirements which Seller may establish for any given product or group of products.
15. **Quality Levels:** Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify his requirements and pay any additional costs that may be applicable.
16. **Errors:** Seller reserves the right to correct clerical or stenographic errors or omissions.
17. **Patent Indemnity:**

General Terms and Conditions of Sale
ITT Flygt Corporation
A Subsidiary of ITT Industries is Designated "Seller"

- a) **Patent Indemnity by Seller to Buyer:** The Seller agrees to indemnify and hold harmless the Buyer from all damages, legal expenses and costs finally assessed against Buyer in any action for infringement of any United States Letters Patent by the items delivered hereunder; provided that Buyer shall give Seller prompt written notice of any action, claim or threat of patent infringement suit, and shall give Seller opportunity to elect to take over, settle or defend any such claim or action through counsel of his own choice. If the use of any such item or any part thereof should be enjoined, Seller shall have the right at its own expense to procure for Buyer the right to continue using such item, or to replace said item with a non-infringing item, or to modify said item so that it becomes non-infringing. The foregoing provisions as to patent protection from Seller to Purchaser shall not apply to any item manufactured to the design or specifications furnished by Buyer.
- b) **Patent Indemnity by Buyer to Seller:** If the items delivered hereunder are manufactured pursuant to detailed designs furnished by Buyer, Buyer shall indemnify and hold harmless the Seller from all legal expenses, which may be incurred as well as all damages and costs which may finally be assessed against the Seller in any action for infringement of any United States Letters Patent by such items delivered hereunder. The Seller agrees promptly to inform the Buyer of any claim for liability made against the Seller with respect to such items and the Seller agrees to cooperate with the Buyer in every way reasonably available to facilitate the defense against any such claim.
18. **Fair Labor Standards Act:** Seller certifies that products furnished hereunder have been or will be produced in compliance with the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued thereunder. Seller agrees that this statement may be considered as the written assurance contemplated by the October 26, 1949 amendment to said Act.
19. **Acceptance Required to form Contract:** Unless and until a formal written acceptance is sent by Seller to the Buyer, no order will become effective as a valid contract binding upon Seller.
20. **Storage and Protection:** Buyer is required to adequately store and protect materials and equipment. If Buyer requests Flygt Corporation to store items, storage charges will be applied.
21. **Entire Contract:** The provisions herein and on accompanying papers, if any, constitute all of the terms and conditions agreed upon by the parties and shall replace and supersede any provisions on the face and reverse side of the purchase order of any attachment thereto, or any prior general agreement inconsistent with the provisions hereof. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Seller. The provisions hereof shall not be modified by any usage of trade or any course of prior dealing or acquiescence in any course of performance.
22. **Governing Laws:** The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Seller's office to which this order has been submitted.

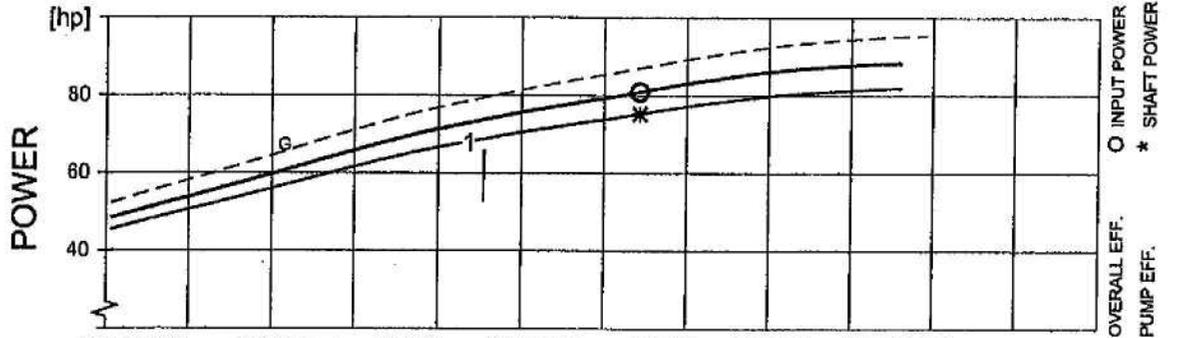


PERFORMANCE CURVE

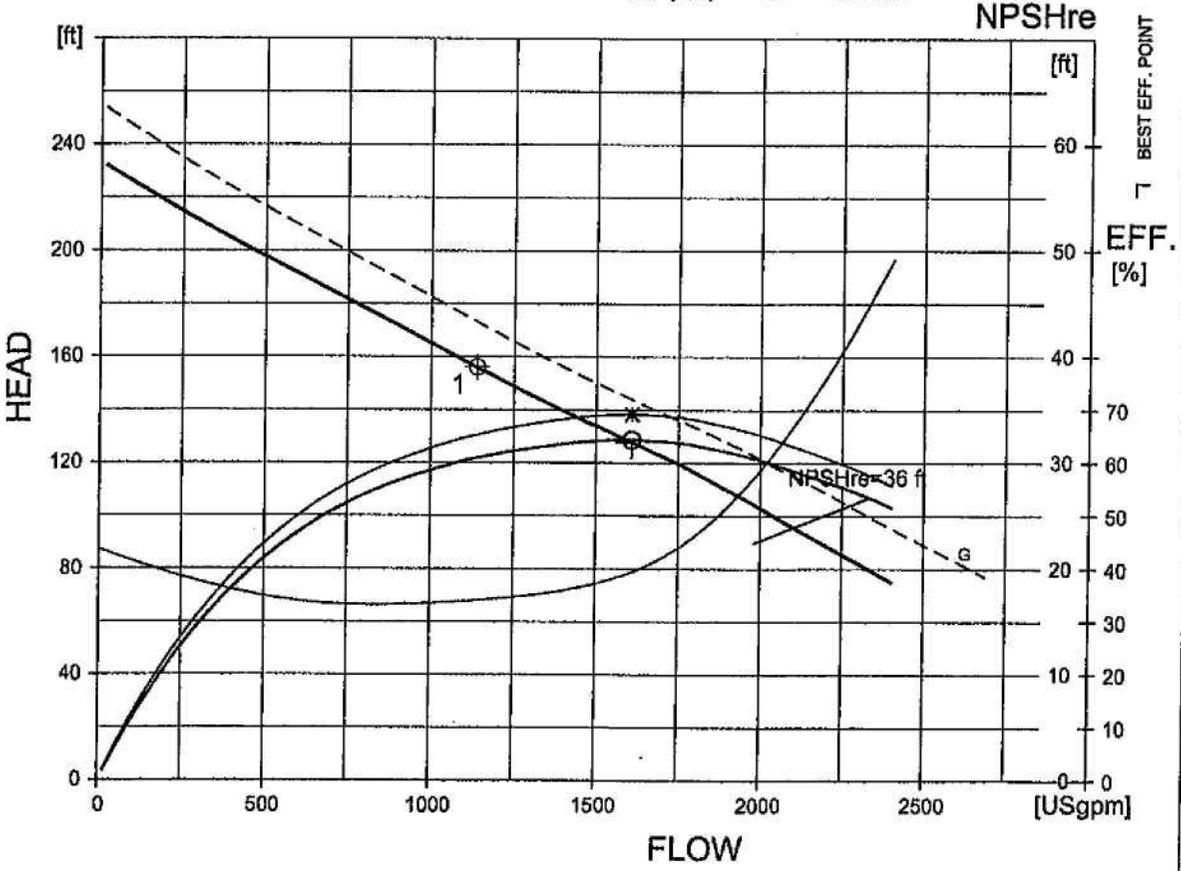
PRODUCT: NP3301.090
TYPE: HT

DATE: 2007-02-14
PROJECT: City of Winters
CURVE NO: 63-464-00-0150
ISSUE: 1

POWER FACTOR	1/4-LOAD: 0.85	3/4-LOAD: 0.83	1/2-LOAD: 0.76	RATED POWER	85 hp	IMPELLER DIAMETER: 370 mm			
EFFICIENCY	92.5 %	93.5 %	94.0 %	STARTING CURRENT	430 A	MOTOR #	STATOR	REV	
MOTOR DATA	---	---	---	RATED CURRENT	101 A	35-25-4AA	01D	10	
COMMENTS	INLET/OUTLET: -/ 6 inch			RATED SPEED	1775 rpm	FREQ.	PHASES	VOLTAGE	POLES
	IMP. THROUGHLET: ---			TOT. MOM. OF INERTIA	0.81 kgm2	60 Hz	3	460 V	4
				NO. OF BLADES	2	GEARTYPE: ---		RATIO: ---	



DUTY-POINT	FLOW[USgpm]	HEAD[ft]	POWER [hp]	EFF. [%]	NPSHre[ft]	GUARANTEE
1	1138	156	73.4 (68.5)	63.5 (68.0)	17.0	
B.E.P.	1610	128		64.4 (69.2)	19.7	HI level A



FLYPS3.1.5.8 (20060531)

NPSHre = NPSH3% + min. operational margin
Performance with clear water and ambient temp 40 °C

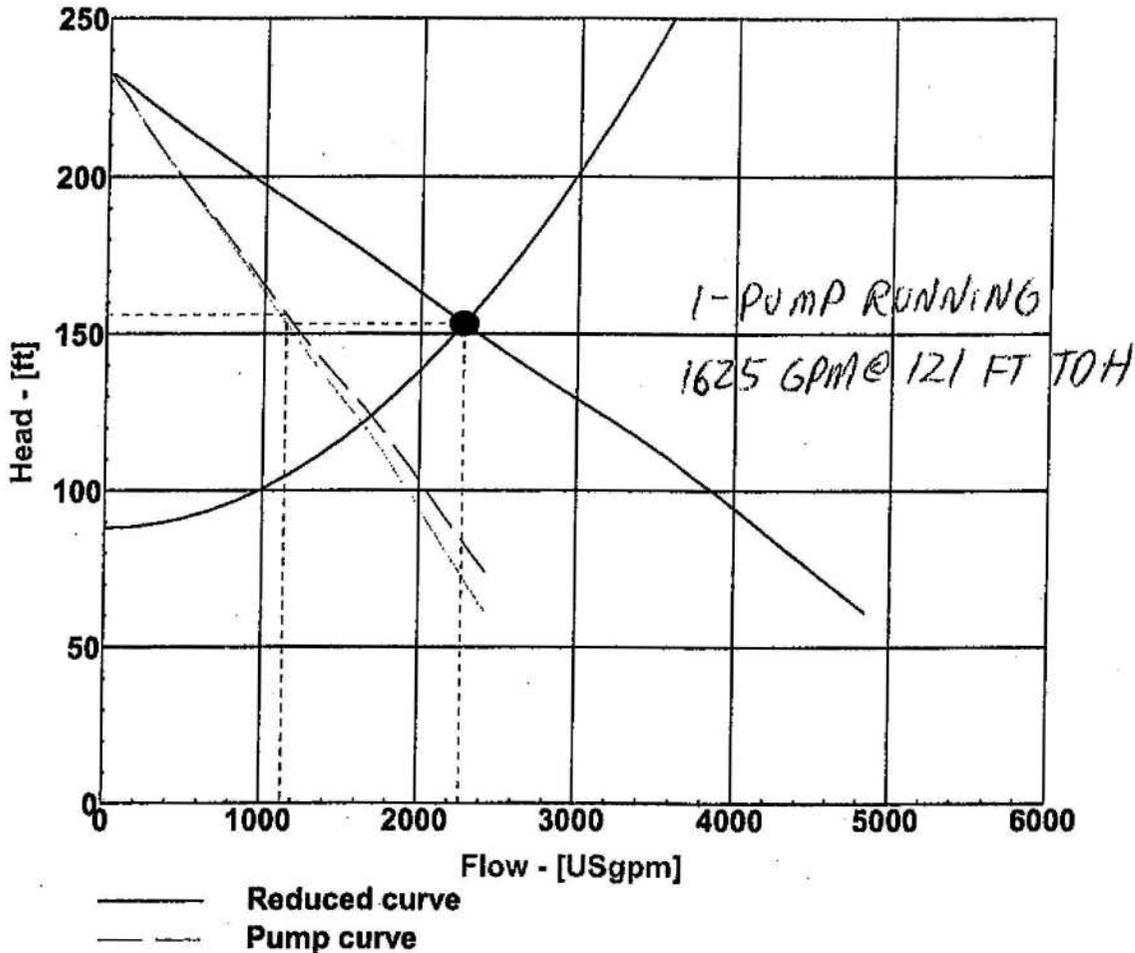
GUARANTEE BETWEEN LIMITS (G) ACC. TO
HI level A



Duty Analysis - Duty conditions



Project: City of Winters
Created by:: ITT Flygt Corporation



2 NP 3301 63-464-00-0150
PRODUCT DATA
Rtd. pwr.: 85 hp
Imp. diam.: 370 mm
Vanes: 2

DUTY CONDITIONS
No of pumps: 2
Flow: 2275.3 USgpm
Head: 156.1 ft
Reduced head: 153.2 ft
Shaft power: 137.3 hp
Pump efficiency: 68.2 %
Specific energy: 799.4 kWh/mg
NPSHre: 17.0 ft



ITT

Engineered for life

ITT Flygt Corporation

790-A Chadbourne Road

Fairfield, CA 94534

Telephone: (707)422-9894 ext. 627

Fax: (707)422-9808

lori.pheatt@itt.com

TO:	CAROL SCIANNA CITY OF WINTERS	DATE:	February 9, 2007
FROM:	LORI PHEATT CSR/INVENTORY COORDINATOR		R-02347
SUBJECT:	REPAIR ESTIMATE QUOTE #453997 FOR REPAIR OF 3300.091 – S/N : NO DATA PLATE		

Thank you for selecting ITT Flygt to estimate your Flygt product for repair. As you may be aware, we are the manufacturer of Flygt products and we have over 30 years of combined experience and knowledge among our service technicians.

The following pages contain a **REVISED** detailed evaluation of the inspection of your Flygt equipment and an estimate of the anticipated repair charges. Please note that this is an estimate only. The estimate does not include sales tax. Additional parts and labor may be required upon your pump being reassembled.

If you decline to have the pump repaired you will be invoiced for 4 labor hours @ \$80.00/hr for a total of \$320.00 to breakdown and estimate the pump.

If you have any questions, please contact me at extension 627. In order to expedite your repair, please fax a purchase order to me as soon as possible to repair/estimate the pump. Please note that if you decline to have the pump repaired, we will still require a purchase order.

Thank you for your business!



ITT Flygt*

790-A CHADBOURNE RD.
FAIRFIELD, CA 94534
Tel.(707)422-9894

REVISED
FEB 9 2007

QUOTATION				
VOUCHER NO.	FUS NO.	YOUR PURCHASE ORDER NUMBER		
276704	453997	3300.090		
PRINT DATE	TRN	WHS	PAYMENT TERMS	
2/09/07	Q1	140	NET 30 DAYS	

Sold To:

Customer No. _____

Ship To:

CITY OF WINTERS

WINTERS

CA 95694

ORDER LEAD TIME NO LT DISCOUNT APPLIES	F.O B/FREIGHT Frt PP/Add Actual	ORDER PROCESSED BY SW BRANCH, FAIRFIELD, CA
SHIP VIA Shipper's choice	ORDER TEXT ***ESTIMATE / R-02347***	CUSTOMER TEXT CSR: LORI PHEATT EXT 627

ESTIMATE FOR REPAIR OF:3300.090-S/N: NO DATA PLATE
ESTIMATED BY: RAY HINDS

* THIS QUOTATION IS VALID FOR 45 DAYS *
* FROM ENTRY DATE ON THIS DOCUMENT. *
* *
* PRODUCT AVAILABILITY IS BASED ON *
* CONDITIONS AT TIME OF RELEASE. *
* *
* PRICES ARE F.O.B. FLYGT WAREHOUSE *
* *
* ITEMS NOT QUOTED ON THIS DOCUMENT *
* ARE THE RESPONSIBILITY OF OTHERS. *

001	0000000845912 ASSEMBLY, LOCKING 55 X 85 Additional % Discount-Position	1	170.00 10.000	153.000 Ship Date	153.00
002	0000000942111 CABLE, SUBCAB AWG 1/3-2-1-GC Additional % Discount-Position	40	31.00 10.000	27.900 Ship Date	1,116.00

Cont on 2

ITT Flygt*

790-A CHADBOURNE RD.
FAIRFIELD, CA 94534
Tel. (707) 422-9894

REVISED
FEB 9 2007

QUOTATION			
VOUCHER NO. 276704	FUS NO. 453997	YOUR PURCHASE ORDER NUMBER 3300.090	
PRINT DATE 2/09/07	TRN Q1	WHS 140	PAYMENT TERMS NET 30 DAYS

Sold To:

Customer No.

Ship To:

Page 2

CITY OF WINTERS

WINTERS

CA 95694

ORDER LEAD TIME NO LT DISCOUNT APPLIES		F.O B/FREIGHT Frt PP/Add Actual		ORDER PROCESSED BY SW BRANCH, FAIRFIELD, CA	
SHIP VIA Shipper's choice		ORDER TEXT ***ESTIMATE / R-02347***		CUSTOMER TEXT CSR: LORI PHEATT EXT 627	
QTY	DESCRIPTION	QTY	UNIT PRICE DISCOUNT	NET PRICE	EXTENDED AMT
002	0000000942111 1 X 40' PIECE				
003	0000002797601 PIPE, AIR BRASS Additional % Discount-Position	1	36.00 10.000	32.400 Ship Date	32.40
004	0000003067301 SCREW HEX M6 SS Additional % Discount-Position	9	3.40 10.000	3.060 Ship Date	27.54
005	0000003193800 WEAR RING, STATIONARY Additional % Discount-Position	1	238.00 10.000	214.200 Ship Date	214.20
006	0000003199839X STATOR, REWD 88HP 460VD 3PH	1	3,454.00	3,454.000 Ship Date	3,454.00
007	0000003938400 IMPELLER UNIT CODE 454 3300 C.I. Additional % Discount-Position	1	3,549.00 10.000	3,194.100 Ship Date	3,194.10

Cont on 3

ITT Flygt*
 790-A CHADBOURNE RD.
 FAIRFIELD, CA 94534
 Tel.(707)422-9894

REVISED
 FEB 9 2007

QUOTATION			
VOUCHER NO. 276704	FUB NO. 453997	YOUR PURCHASE ORDER NUMBER 3300.090	
PRINT DATE 2/09/07	TRN Q1	WHS 140	PAYMENT TERMS NET 30 DAYS

Sold To:

CUSTOMER NO

Ship To:

Page 3

CITY OF WINTERS

WINTERS

CA 95694

ORDER LEAD TIME		F.O B/FREIGHT		ORDER PROCESSED BY	
NO LT DISCOUNT APPLIES		Frt PP/Add Actual		SW BRANCH, FAIRFIELD, CA	
SHIP VIA		ORDER TEXT		CUSTOMER TEXT	
Shipper's choice		***ESTIMATE / R-02347***		CSR: LORI PHEATT EXT 627	
QTY	DESCRIPTION	UNIT	PRICE	NET	DISCOUNT
008	0000006018924 KIT,REPAIR BASIC 3300.180 Additional % Discount-Position	1	4,052.00 10.000	3,646.800 Ship Date	3,646.80
009	0000006207800 HOUSING,OIL BOTTOM 3300 Additional % Discount-Position	1	2,754.00 10.000	2,478.600 Ship Date	2,478.60
010	0000003022100 SPRING Additional % Discount-Position	9	2.40 10.000	2.160 Ship Date	19.44
011	0000004268200 TERMINAL BOARD,ASSEMBLY Additional % Discount-Position	1	354.00 10.000	318.600 Ship Date	318.60
012	0000003930300 WASHER,SPACER STEEL Additional % Discount-Position	1	14.00 10.000	12.600 Ship Date	12.60

Cont on 4

ITT Flygt*

790-A CHADBOURNE RD.
FAIRFIELD, CA 94534
Tel.(707)422-9894

REVISED
FEB 9 2007

QUOTATION			
VOUCHER NO. 276704	FUS NO. 453997	YOUR PURCHASE ORDER NUMBER 3300.090	
PRINT DATE 2/09/07	TRN Q1	WHS 140	PAYMENT TERMS NET 30 DAYS

Sold To:

Customer No.

Ship To:

Page 5

CITY OF WINTERS

WINTERS

CA 95694

ORDER LEAD TIME		F.O B/FREIGHT		ORDER PROCESSED BY	
NO LT DISCOUNT APPLIES		Frt FF/Add Actual		BW BRANCH, FAIRFIELD, CA	
SHIP VIA		ORDER TEXT		CUSTOMER TEXT	
Shipper's choice		***ESTIMATE / R-02347***		CSR: LORI PHEATT EXT 627	
018	1400000699802 MAT'L, LUBES, SOLVENTS-LARGE PUMP	1	52.00	52.000 Ship Date	52.00
019	1400000699852 ENVIRONMENTAL FEE >50HP NO TAX	1	58.00	58.000 Ship Date	58.00
020	1400000699814 SERVICE LABOR-CA NORTH-NO TAX	15	80.00	80.000 Ship Date	1,200.00
SUB-TOTAL OF ORDER POSITIONS					17,905.46
PLUS ACTUAL FREIGHT CHARGES					.00
NET AMOUNT BEFORE TAXES					17,905.46
ORDER TOTAL					17,905.46

11:55:15 US224 Lori Pheatt



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE: March 6, 2007

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

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

SUBJECT: Women's History Month Proclamation

RECOMMENDATION:

Approve proclamation.

BACKGROUND:

Each year the City Council is asked to adopt the Women's History Month Proclamation.

Staff received a request to have this proclamation put on our March 6, 2007 agenda.

BJ Ford may be in the audience to receive the proclamation.

FISCAL IMPACT:

None.



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
DECLARING MARCH 2007 "WOMEN'S HISTORY MONTH"
FOR "GENERATIONS OF WOMEN MOVING HISTORY FORWARD"**

WHEREAS, American women of every race, class, religious and ethnic background have made significant contributions to the growth and strength of this country; and

WHEREAS, American women have and will continue to play a critical role in the economic, cultural, and social fabric of our society by representing a considerable portion of both the paid and volunteer labor force inside and outside of the home; and

WHEREAS, historically, American women were the pioneers in establishing charitable, philanthropic and cultural institutions and served as early leaders in the forefront of every progressive social change movement; and

WHEREAS, women have changed America by not only securing voting rights for women, but in advocating for civil rights, women's health issues, legal rights of battered women, and environmental justice; and

WHEREAS, the impact of the pursuit for women's equality has had a profound and undeniable influence on all aspects of American life; and

WHEREAS, the theme for 2007 "Women Moving History Forward," honors the spirit of possibility and hope set in motion by generations of women in their creation of communities and their encouragement of dreams; and

WHEREAS, March 2007 marks the 20th anniversary of Women's History Month in Yolo County; and

WHEREAS, while much progress has been made, the future brings increasing challenges and opportunities for both women and men to share in the goal of full and equal participation in society, both at home and around the world.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Winters designates the month of March 2007 as Women's History Month in Yolo County and encourages its recognition with appropriate activities and educational opportunities which acknowledge the national theme of "Generations of Women Moving History Forward." Community comes in many forms, "Generations of Women Moving History Forward" honors women for bringing communities together and restoring hope in the face of impossible odds.

PASSED AND ADOPTED this 6th day of March 2007 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Councilmember Harold Anderson

Councilmember Cecilia Curry

Councilmember Mike Martin

Councilmember Tom Stone

Mayor Woody Fridae

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: March 6, 2007
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *[Signature]*
SUBJECT: Janitorial Services Contract

RECOMMENDATION:

Approve janitorial services contract with Redwood Building Maintenance Co.

BACKGROUND:

The City of Winters has contracted with Express Janitorial since 2003 for janitorial services. Owner, Salvador Leon, sent the City a letter stating that his last day of service to the City will be February 7, 2007.

Redwood Building Maintenance has given us a quote of \$2,443 per month for all janitorial service to be done at City Hall, Police Dept., Community Center, and the City Park bathrooms. There is no additional cost for him to return to do floors after special events. They maintain that the floors will always be nice as part of their contract.

The City pays Express Janitorial a base fee of \$1,740 per month. As events happen at the Community Center we call in a special floor cleaning with Express and they bill us an additional \$225-\$350 per event. So we actually pay an average of \$2,400 per month. The quality of the floor cleanings has not been satisfactory for quite some time. Unfortunately, I was unaware of the dissatisfaction until recently.

I have met with several janitorial service companies and would like to recommend Redwood Building Maintenance Co. I would hope that they could start right away. They will start with the janitorial services, and we would find available time at the Community Center for them to strip the floors for the \$2,798, which I do have in the budget.

FISCAL IMPACT:

No additional cost.

MAYOR:
Woody Fridne
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Tom Stone
Harold Anderson
Ceallia Curry



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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and Redwood Building Maintenance Company "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated January 9, 2007. Consultant shall provide said services at the time, place, and in the manner specified by the Janitorial Specifications of Exhibit "A". Services also include the Janitorial Estimate of Exhibit "B", for the one-time treatment to the floors in the Community Center facility as described therein.

2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Janitorial Estimate included in Exhibit "A", but in no event shall total compensation exceed Two Thousand, Four Hundred, Thirty-three dollars (\$2,433.00) per month without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A". Also included is a one-time payment of the Janitorial Estimate dated January 9, 2007 described in Exhibit B in the amount of Two Thousand, Seven Hundred, Ninety-eight dollars (\$2,798.00) for the one-time treatment to the floors in the Community Center facility as described therein.

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, as per Exhibit "C".

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

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

CONSULTANT

By: _____

City of Winters
City Hall, Police Station, Community Center
Janitorial Specifications

1/9/07

Cleaning to be done 3 nights per week

FRONT LOBBY & RECEPTION

3 X WEEKLY:

Wash front glass doors.

Sweep entryway and dampmop floor as needed to remove stains and footprints..

Empty wastebaskets and reline when wet or torn.

Dust work surfaces only when cleared of papers.

Clean work surfaces as needed to remove smudges and stains.

Dust window sills and check for webs.

Vacuum carpeted areas.

Check for and remove cobwebs as needed in corners, around windows, etc....

**OFFICES, WORKSTATIONS, CONFERENCE ROOMS AND CITY HALL
CHAMBER ROOM.**

3 X WEEKLY:

Empty wastebaskets and reline when wet or torn.

Empty recycle baskets if applicable.

Dust work surfaces, conference tables and tops of file cabinets, credenzas, etc.....Remove stains as needed.

Brush off and straighten conference room chairs.

Vacuum carpets and spot clean as needed.

Dustmop tile or linoleum floors. Dampmop as needed.

Vacuum carpets and spot clean as needed.

Spot clean all fingerprints and smudges off glass partitions.

WEEKLY:

Vacuum under all desks and work stations

Dust tops of all cubicle dividers.

Dust woodwork in City Chambers.

STAIRS

3 X PER WEEK:

Dustmop and damp mop or vacuum as applicable.

Dust and polish stair bannisters.

KITCHENS

3 X WEEK:

Clean kitchen counter with disinfectant cleaner and sink with crème cleanser. Polish metal fixtures.

Fill roll paper towel and soap dispenser.

Empty wastebasket and reline. Wash wall behind wastebaskets as needed.

Dust mop and damp mop linoleum floors.

RESTROOMS (INCLUDES CITY PARK RESTROOMS)

3 X WEEKLY:

1. Clean and disinfect all sinks, toilets and urinals inside and out.
2. Use acidified bowl cleaner and/or cleanser with scouring tool to remove stains.
3. Wash and polish mirrors and metal fixtures including faucets, towel dispensers, etc.....
4. Wash splash areas around sinks, dispensers and toilets.
5. Check and refill paper and soap dispensers nightly as needed and polish. Check deodorizers and make sure they are loading and functioning.
6. Dust mop and damp mop floors with neutral disinfectant.
7. Wash painted doors and frames to remove fingerprints as needed.
8. Empty wastebaskets and reline.
9. Dust tops of partitions and wash splash marks.
10. Empty feminine hygiene waste receptacles and reline.
11. Spot clean light switches, doors, etc.... and remove smudges.

ALL AREAS

TURN OFF ALL LIGHTS AS REQUIRED. FOLLOW ALL SECURITY PROCEDURES.

EXTRA CHARGE ITEMS (UPON REQUEST)

Strip, seal and wax kitchen, hall and restroom linoleum floors

Clean carpet using extraction/bonnet method

Wash windows – price upon request.

Supply paper and soap products (see attached price list).

SUPPLY LIST

PAPER TOWELS

MULTIFOLD PAPER TOWELS	4000CT.	\$36.24
PAPER TOWELS – MULTIFOLD	RECYCLE	\$39.09
KITCHEN ROLL TOWEL	30 ROLLS	\$58.45
PAPER ROLL TOWEL	BW745 – 12 ROLLS	\$83.41

TOILET PAPER

TOILET PAPER	96ROLL/500SHEET	\$61.83
TOILET PAPER	JR. JUMBO	\$81.86
TOILET PAPER	SR. JUMBO	\$54.33
TOILET PAPER	RECYCLE	\$46.81

TRASH LINERS

SMALL TRASH LINERS 24X33	1000CT.	\$48.59
LARGE TRASH LINERS 40X48	250CT.	\$68.47
FEMININE HYGIENE LINERS	WAX PAPER	\$49.83
FEMININE HYGIENE LINERS	PLASTIC	\$83.29
TOILET SEAT COVERS ½ FOLD	12 PKG	\$70.57
KLEENEX	FACIAL TISSUE	\$50.66

SOAP

HAND SOAP 12/800ML.	12 INSERTS	\$70.21
HAND SOAP – GALLON	PINK LOTION	\$18.17
HAND SOAP – GALLON	DIAL	\$20.59
HAND SOAP – GALLON	ANTIBACTERIAL	\$23.05

DEODORANTS

URINAL BLOCKS	12/BOX	\$15.77
URINAL SCREENS	12/CASE	\$44.38
AIR FRESHNERS	12 CANS	\$59.21
SEABREEZE INSERT	6/PK	\$33.90

FEMININE PRODUCTS

MAXI PADS	250 COUNT	\$105.87
TAMPONS	500 COUNT	\$138.83

ABOVE IS A LIST OF THE MOST COMMONLY USED SUPPLIES. MANY OTHER ITEMS ARE AVAILABLE FROM REDWOOD BUILDING MAINTENANCE CO. AT YOUR REQUEST. PRICES INCLUDES SUPPLY MONITORING, DELIVERY, AND INSTALLATION.

(B)

REDWOOD BUILDING MAINTENANCE CO.

Service to be provided 3 nights per week at each location.

Total Monthly Price:	\$2,433.00
City Hall	\$ 988.00
Police Department	\$ 495.00
Community Center	\$ 550.00
Park Restrooms	\$ 400.00

JANITORIAL ESTIMATE

**Redwood Building Maintenance Co.
P.O. Box 750985
Petaluma, CA 94975
(707) 782-9100 Fax: (707) 782-9393
California Contractor's D63 License #767575**

Proposal submitted to: Nanci Mills

**City of Winters
318 First St.
Winters, CA 95694**

Phone: (530) 795-4910 Fax: (530) 795-4935 Date: 1/9/07

Estimate:

Strip, seal and wax all vct and linoleum flooring in the Community Center facility. Areas to be serviced include all hallways, auditorium (including stage), restrooms and kitchen floors.

Price includes all labor, equipment and materials. All Redwood Building Maintenance employees are fully insured for liability and worker compensation.

**Total Cost of Base Services:
Two Thousand, Seven Hundred, Ninety-eight and.....no/100 (\$2,798.00)
Upon Completion**

Authorized Signature  date 2/15/07
Redwood Bldg. Maint. Co. Layne Bowen

Authorized Signature _____ date _____
City of Winters

Please sign and fax back if accepted.

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company. The form of said endorsement(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 City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to CITY prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with CITY 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 the 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 voided at the option of the CITY if this provision is violated.

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

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

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

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

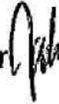
(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction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



CITY COUNCIL STAFF REPORT

March 6, 2007

TO: Honorable Mayor and Council Members

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

FROM: Dan Sokolow – Community Development Director

SUBJECT: **MARY ROSE GARDENS SUBDIVISION (Continued Public Hearing)**

SUMMARY OF PROJECT: The project site is generally located in the northwest area of the City of Winters. The project site totals approximately 5.69 acres comprised of APN 003-524-19 located at the northwest corner of Grant Avenue (State Route 128) and Cemetery Lane. The project site is north of the Waggoner Elementary School, south and east of the Carter Ranch Phase I and II Subdivisions, and west of Cemetery Lane and the Kaiser-Aetna Subdivision. Situs address: 415 West Grant Avenue, Winters, CA 95694. The project is a proposed rezoning and subdivision of 5.69 acres to create 28 single-family lots including two duplex lots (Lots 12A and B) and Parcel X for a 0.503-acre park.

PLANNING COMMISSION RECOMMENDATION: At a hearing held November 28, 2006, the Planning Commission voted 7-0 to support the staff recommendation of approval of the project (Attachments x and x to this report). Two speakers provided testimony on the project. One of the speakers expressed support for the project. The other speaker suggested that the existing flood overland release in the Carter Ranch Subdivision be relocated to the project and advocated for a different location of the green space/park area proposed for the project. In its approval motion, the Planning Commission recommended option #2 for the layout of the green space/park area and said the motion permits the applicant to enlarge the green space/park area to one-half acre if necessary. Since the Planning Commission's approval of the project, the applicant has increased the size of Parcel X from 18,433 to 21,892 square feet. Under the City's General Plan, the minimum size for a park is one-half acre (21,780 square feet). The applicant has also added another house plan (Attachment x to this report).

DEVELOPMENT AGREEMENT: The City and the applicant have concluded the Development Agreement (DA) negotiations and the proposed DA "public benefit" features are detailed below. It should be noted that there are many other requirements of the project that the City will achieve through the mitigation measures and conditions of approval. The items below are the items that would be gained to the community's "net benefit", in addition to the requirements of the mitigation measures and conditions of approval.

- School Funding – Payment of Level Three School Impact Fees (low- and very low- income units exempt).
- Streets – Construct pedestrian and landscape improvements on the south side of Grant Avenue along the frontage of the Waggoner Elementary School.
- Fiscal Neutrality – Pay an annuity per an Economic and Planning Systems report to offset any cost increase to the City general fund.
- Parks – Fund new parks at seven acres per thousand through in-lieu fees. (Note: The applicant will satisfy most of the park obligation through the construction of an on-site park. The remaining obligation will be satisfied through the payment of in-lieu fees.)
- Fire Department – Contribute \$49,400 towards the purchase of a Type I fire engine.
- Library – Contribute \$25,000 towards the new library project.
- Energy – All of the units to be constructed as EPA Energy Star units. Photovoltaic solar energy systems capable of producing 2.4 peak rated direct current (DC) kilowatts to be installed on half of the 24 market rate units while the remaining market rate units to be pre-wired to accommodate such a system.
- Water and Streets Impact Fees Advance Payment – Pay the City impact fees for Water and Streets at Final Map.

It should be noted that the Fiscal Neutrality and Parks items are General Plan requirements and therefore are not true "net benefit" items, but they have been detailed here for clarity purposes.

RECOMMENDED ACTIONS

The City Council should discuss the three options for the park (Parcel X) and select one of the options; the Planning Commission recommended Option B at its November 28, 2006 meeting. The Council may modify the option it selects. Option A includes a gazebo at the center of the parcel, a children's play structure with adjacent multiple benches and a trash receptacle, lawn areas, a large clock in a brick planter, and landscaping with various shrubs and trees. Option B includes a gazebo with adjacent benches and a trash receptacle at the southwest corner of the parcel, a children's play structure with adjacent benches, a clock located in a brick planter, and landscaping with various shrubs and trees. Option C includes a gazebo with adjacent park benches at the southwest corner of the parcel, a children's play structure with adjacent park benches and a trash receptacle, a bicycle loops bicycle parking area, lawn areas, and landscaping with various shrubs and trees. All park options include pedestrian and bicycle pathways.

If the Council supports the Planning Commission and staff recommendation then the following actions should be taken:

A) The staff recommends the City Council have the applicant indicate for the record, their acceptance of the Development Agreement and conditions of approval.

B) Assuming the applicant indicates their acceptance of the final terms of the DA and conditions of approval, the staff recommends that the City Council take the following actions subject to the identified findings of fact and conditions of approval:

- 1) Adopt Resolution No. 2007-xx (Attachment x to this report) approving CEQA findings of

fact, adopting a mitigation monitoring plan, and certifying the final mitigated negative declaration for the Mary Rose Gardens Project.

- 2) Adopt Resolution No. 2007-xx (Attachment x to this report) approving the project by enacting the following:
 - a) Approval of the Tentative Subdivision Map No. 4851 on 5.69 acres creating 28 single family lots (including 2 "duplex" lots) on 5.69 acres and a 0.503-acre park (Attachment x, Tentative Subdivision Map).
 - b) Approval of Findings of Fact and Conditions of Approval.
- 3) Introduce and waive the first reading of Ordinance No. 2007-0x (Attachment x to this report) approving the rezoning described below. (Note: The ordinance must return for second reading and adoption.):
 - a) Change the Zoning Map for the project site (5.69 acres) from Single Family Residential, 6,000 Square Foot Average Minimum (R-2) to Single Family Residential, 6,000 Square Foot Average Minimum/Planned Development (R-2/PD).
 - b) Adoption of Planned Development (PD) Permit No. 2007-0x allowing for Lots 12A and 12B to utilize a zero lot line, Lot 12B to fall below the minimum lot size for the R-2 Zone, and Lots 12A and 12B to utilize tandem parking.
- 4) Introduce and waive the first reading of Ordinance No. 2007-0x (Attachment x to this report) approving and authorizing execution of the Mary Rose Gardens Development Agreement. (Note: The ordinance must return for second reading and adoption. It must be signed by the applicant prior to the second reading and adoption.)

ATTACHMENTS

- 1) Tentative Subdivision Map
- 2) Resolution Certifying the Mitigated Negative Declaration
- 3) Resolution Approving the Project
- 4) Rezoning Ordinance
- 5) Final Development Agreement and Ordinance
- 6) November 28, 2006 Planning Commission Staff Report (including attachments)
- 7) November 28, 2006 Planning Commission Minutes
- 8) House Plan 1893 A



CITY COUNCIL STAFF REPORT

March 6, 2007

TO: Honorable Mayor and Council Members

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

FROM: Dan Sokolow – Community Development Director

SUBJECT: **ANDERSON PLACE SUBDIVISION (Continued Public Hearing)**

SUMMARY OF PROJECT: The project site is located in the north central area of the City of Winters at 723 Railroad Avenue. The project site, which is on the east side of Railroad, totals 2.13 acres comprised of APN 003-220-22 and is north of Grant Avenue (State Route 128), south of Betty Court, east of the existing section of Anderson Avenue, and west of Dutton Street. The project is a proposed rezoning and subdivision of 2.13 acres to create 24 residential lots with a total of 28 residential units and 9 office suites, an internal roadway/parking area ("Lot A"), a pedestrian pathway area ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D").

PLANNING COMMISSION RECOMMENDATION: At a hearing held December 19, 2006, the Planning Commission voted 6-1 (Guelden opposed) to support the staff recommendation of approval of the project (Attachments x and x to this report).

DEVELOPMENT AGREEMENT: The City and the applicant have concluded the Development Agreement (DA) negotiations and the proposed DA "public benefit" features are detailed below. It should be noted that there are many other requirements of the project that the City will achieve through the mitigation measures and conditions of approval. The items below are the items that would be gained to the community's "net benefit", in addition to the requirements of the mitigation measures and conditions of approval.

- School Funding – Payment of Level Three School Impact Fees (low- and very low- income units exempt).
- Fiscal Neutrality – Pay an annuity per an Economic and Planning Systems report to offset any cost increase to the City general fund.
- Parks – Fund new parks at seven acres per thousand through in-lieu fees.
- Energy – All of the units to be constructed as EPA Energy Star units. Photovoltaic solar energy systems capable of producing 2.4 peak rated direct current (DC) kilowatts to be installed on seven of the proposed buildings. (Note: Because of the small roof sizes and non-standard roof designs, a number of the buildings proposed for the project cannot

accommodate photovoltaic solar energy systems capable of producing 2.4 peak rated direct current.

- Public Safety Facility – Contribute \$25,000 towards construction of the facility.
- Rotary Park Improvements – Contribute \$20,000 towards park improvements.
- Water Impact Fees Advance Payment – Pay the City impact fees for Water at Final Map.

It should be noted that the Fiscal Neutrality and Parks items are General Plan requirements and therefore are not true "net benefit" items, but they have been detailed here for clarity purposes.

RECOMMENDED ACTIONS:

If the Council supports the Planning Commission and staff recommendation then the following actions should be taken:

A) The staff recommends the City Council have the applicant indicate for the record, their acceptance of the Development Agreement and conditions of approval.

B) Assuming the applicant indicates their acceptance of the final terms of the DA and conditions of approval, the staff recommends that the City Council take the following actions subject to the identified findings of fact and conditions of approval:

- 1) Adopt Resolution No. 2007-0x (Attachment x to this report) approving CEQA findings of fact, adopting a mitigation monitoring plan, and certifying the final mitigated negative declaration for the Anderson Place Project.
- 2) Adopt Resolution No. 2007-0x (Attachment x to this report) approving the project by enacting the following:
 - a) Approval of the Tentative Subdivision Map No. 4859 on 2.13 acres creating 24 residential lots with a total of 28 residential units and 9 office suites, an internal roadway/parking area ("Lot A"), a pedestrian pathway area ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D").
 - b) Amendment of the Circulation Master Plan (May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001; City Council Resolution 2001-61) to allow Anderson Avenue to be constructed to Collector Street improvements standards with a 50-foot right of way, 40-foot face of curb and 5-foot sidewalks each side to the existing Railroad Avenue roadway and to allow an "interim" cross-section on Railroad Avenue with a right of way of 84-feet consisting of 2-foot public utility easement, a 10-foot bicycle/pedestrian pathway, an existing 35-foot wide swale that contains mature trees, and an existing pavement section of approximately 37 feet that contains two travel lanes.
 - c) Approval of Findings of Fact and Conditions of Approval.
- 3) Introduce and waive the first reading of Ordinance No. 2007-xx (Attachment x to this report) approving various rezonings described below. (Note: The ordinance must return for second reading and adoption):

a) Change the Zoning Map for the project site (2.13 acres) as follows: 1) 0.71 acres designated Office (O-F) to Office/Planned Development (O-F/PD) and 2) 1.42 acres designated Central Business District (C-2) to Central Business District/Planned Development (C-2/PD).

b) Adoption of Planned Development (PD) Permit No. 2007-xx allowing for the following modifications as detailed on the tentative map and site plan for the project.

- (1) Lot sizes less than the minimums for the C-2 and O-F Zones.
 - (2) Lot widths/depths less than the minimums for the C-2 and O-F Zones.
 - (3) Floor area ratios less the minimums for the C-2 and O-F Zones.
 - (4) Setbacks less the minimums for the C-2 and O-F Zones.
 - (5) Off-street parking spaces less than the minimums for multi-family housing and office uses.
- 4) Introduce and waive the first reading of Ordinance No. 2007-xx (Attachment x to this report) approving and authorizing execution of the Winters Highlands Development Agreement. (Note: The ordinance must return for second reading and adoption. It must be signed by the applicant prior to the second reading and adoption.)

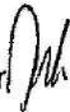
ATTACHMENTS

- 1) Tentative Subdivision Map
- 2) Resolution Certifying the Mitigated Negative Declaration
- 3) Resolution Approving the Project
- 4) Rezoning Ordinance
- 5) Final Development Agreement and Ordinance
- 6) December 19, 2006 and November 28, 2006 Planning Commission Staff Reports (including attachments)
- 7) December 19, 2006 Planning Commission Minutes

Anderson Place/TM CC Stf Rpt 6Mar07



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE : March 6, 2007
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Wastewater Services Review- Eco Resources, Inc.

RECOMMENDATION:

That the City Council hear a presentation from Staff regarding issues surrounding the current contract with Eco Resources, Inc. and provide direction regarding the implementation of a plan of correction.

BACKGROUND:

Since approximately 1991, the City of Winters has contracted with Eco Resources, Inc. to provide management and maintenance services for the City's wastewater treatment and sewerage collection facilities.

For approximately the past two years (2005-06) the overall quality of personnel, operations and maintenance has been below a satisfactory level and is now resulting in serious ramifications from the Regional Water Quality Control Board and the potential for fines based on the negligence of Eco Resources. It is the City's view that the potential liability exposure by the City continuing its contract with Eco Resources is significant and in need of immediate correction.

The details of the issues surrounding the Eco Resources are detailed in letters sent to Eco Resources and attached to this report as Exhibits A, B and C.

In Exhibit A, the City requested a correction plan from Eco which is attached as Exhibit D. Additionally, Staff has requested that a hearing before the City Council be conducted to review these issues and receive guidance on how to proceed with the resolution of the problems.

DISCUSSION:

Staff has recommended a review before the City Council of Eco Resources' performance to allow the Council to receive reports and comments from both Staff and the contractor. Given the gravity of the issues, and the need for a public disclosure of

the proposed correction plan, Staff is recommending that the Council receive a report on this matter and provide direction regarding the disposition of this contract.

Staff is recommending that Eco Resources proceed with the proposed action plan to correct the deficiencies in staffing and management. It is also recommended that this matter be brought back to the City Council at the July 3, 2007 meeting.

FISCAL IMPACT:

None by this action.

ATTACHEMENTS:

Attachment A: Breach Letter #1

Attachment B: Breach Letter #2

Attachment C: Notice of Correction to Eco Resources

Attachment D: Response from Eco Resources

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



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

February 6, 2006

Kathy Stone, Regional Manager
ECO Resources, Inc.
P.O. Box 230
25010 Gardinier Ferry Road
Corning, CA 96021

RE: Sewer Operations- Breach of Contract and Request for Corrections

Dear Kathy:

As expressed in previous correspondence and in our meeting of December 16, 2005, the City of Winters overall confidence with the operations of our wastewater facilities and the performance of Eco Resources is in question. I would like to express our overall dissatisfaction with the service being provided by Eco Resources and request immediate correction.

Specifically, I would like to point out the following breaches of the contract:

Breach #1:

Section I.1.3 and IV.4.1 of the contract requires that Eco Resources provide trained and qualified staffing for the operation of the City facilities. It has come to our attention from both observation and discussions with your staff that Eco Resources has not trained the local personnel to professionally operate the Winters Facilities. The following are specific examples:

1. **Qualification of Staff:** It has become evident that the overall knowledge and capabilities of the Eco Resources staff in the operation of our pump lift stations is insufficient. We would request immediately that Eco Resources provide trained staff to operate our lift stations. Specific examples related to this conclusion are as follows:
 - a. **Carter Ranch Lift Station:** The current staff has, over the past three years, taken a trial and error approach to fixing the numerous problems with this lift station. In the past year, two pumps have been burned out and the overall electrical system is in a flux of operational capability. The problems with this lift station have caused a need to run auxiliary pumps to operate this facility and resulted on a sewer spill on January 18, 2006. Residents at the location have indicated that this location has experienced spills on at least five (5) previous occasions.
 - b. **Emergency Alert System at Carter Ranch:** Eco Resources failed to adequately maintain the overflow alert system at this facility, which was not operational when the January 18, 2006 spill occurred. These systems should be checked daily for operation and function.

ATTACHMENT A

- c. **El Rio Villa Lift Station:** This facility has experienced numerous issues and the need for replacement pumps and electrical systems in recent years. Again, the need for a trial and error system of maintenance and operation is unacceptable. The need for a staff, which is knowledgeable in the operation of the facility, has the ability to troubleshoot issues and implement timely and competent solutions is seen as critical.
2. **Response Capability:** On January 18, 2006, the "on-call" representative for Eco Resources (Devon) failed to timely respond to the report of a sewer spill. City and Fire District personnel were required to respond and handle the situation. It is our understanding that this person lives in Rio Vista, which would prevent the required one (1) hour response time as per the contract.
3. **Training:** In discussions with the local personnel, it is evident that Eco Resources is not providing training in the areas of supervision and management.

Kathy, the final inspection and acceptance of the Carter Ranch Lift Station was conducted by Eco Resources (Jim Whitaker). It is the City's expectation that this was done in an acceptable manner in order to facilitate the implementation of a quality facility for the City.

Breach #2:

The contract requires that Eco Resources provide timely analysis and recommendations to the City in regards to maintenance needs. It also is expected that Eco Resources will operate the City's wastewater collection system in an acceptable manner.

It has come to our attention that issues and problems with the Carter Ranch Lift Station have resulted in rather unorthodox methods of operating this section of the collection system. In recent months, it is our understanding that in lieu of recommendations on fixes for the pump and electrical problems, Eco Resources has implemented a system of turning off the lift station during the evenings, flooding (surcharging) the collection system, then returning the next morning to restart the pumps. This practice is wholly unacceptable and is an example of where Eco Resources is failing in its duties as our wastewater collection operator.

The system is designed to operate with the lift station engaged 24 hours per day and typical flows entering the well. It is not designed for a daily surcharging and release.

For approximately the past 5 months (according to residents), residents of the Dry Creek Meadows subdivision have been experiencing clogged laterals and sometimes the inability to flush toilets, especially during evening and morning periods. This is clearly an indication of the surcharging of the system occurring under the current practice. The surcharging practice is causing unacceptable problems for the residents and is not an acceptable day-to-day operation acceptable to the City.

Breach #3- 803 Grant Ave- Sewer Spill and Response

For the second time within a month, the City experienced a sewer spill, this time at 803 Grant Ave, the Winters Trailer Park.

This spill included the discharge of approximately 300 gallons of raw sewage into the park driveway area. The following are problems with this incident:

1. **Response:** According to the Winters Fire Department, the on-call person was "Devon" who lives in Rio Vista. According to Captain Brad Lopez, Devon arrived approximately 2 hours after the call. Our contract provides that responses should take not longer than 1 hour (IV.4.13). The poor response resulted in a more significant discharge.
2. **Clean up:** The overall quality of the clean up was poor. Eco failed to clean affected properties, leaving a significant mess of solids and paper strewn over the driveways. It was completely unacceptable. City staff took the attached photos at 5 p.m. on Saturday, February 4, 2006. Eco staff told the property owners that they would return first thing on Sunday morning to continue the clean up. Eco staff did not arrive back at the site until 11:30 a.m. That is not first thing and is again, totally unacceptable.

Conclusion:

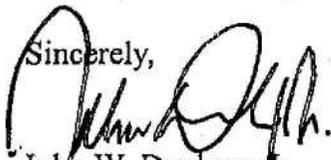
It has become evident that the services and capabilities of Eco Resources in Winters have reached unacceptable levels. The inability to maintain and respond to incidents has reached a critical level.

Kathy, it is requested that Eco Resources immediately provide a comprehensive response to addressing these issues. They not only represent a breach of the contractual responsibilities of Eco Resources, but a concern to the overall operation of our facilities.

If Eco is unable to demonstrate both the capabilities and fitness for operating the Winters facilities, we will seek to terminate our contractual obligations in need of an operator capable of managing our operations.

Please provide a response no later than Monday, February 13, 2006 at 3:00 p.m.

Sincerely,



John W. Donlevy, Jr.
City Manager

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Cecilia Aguiar-Curry
Harold Anderson
Tom Stone



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

August 30, 2006

Kathy Stone, Regional Manager
ECO Resources, Inc.
P.O. Box 230
25010 Gardinier Ferry Road
Corning, CA 96021

RE: Sewer Operations- Breach of Contract and Request for Corrections

Dear Kathy:

On behalf of the City of Winters, please let this let serve as a Notice of Breach of Contract to Eco Resources for negligent operation of City facilities. The City is seeking immediate correction of the issues and a written plan from Eco Resources describing how service and facility improvements will occur and be maintained to ensure these issues do not arise in the future.

Specifically, the City finds Eco Resources in breach of Section 4.5 which generally includes Preventative, Corrective and Capital Maintenance of facilities subject to this contract.

Discussion of Issues:

Under Section 4.5, Eco Resources is responsible for the operation and maintenance of the East Street Pump Station and the Sewer Ponds located to the North of the City. In a recent inspection of these facilities, the City has found numerous deficiencies in the overall operation of the facilities and the conditions at these locations.

These include as follows:

East Street Pump Facility:

On July 24, 2006, an area-wide power outage occurred, resulting in the loss of power at this facility. Two issues arose due to this incident.

1. **Failure of Back-up Generator to Operate:** The backup generator did not activate, resulting in an overflow at the facility. While a spill did not occur, the reservoir at the facility filled to capacity and was on the verge of overflow. The failure of the generator to work resulted in the emergency phone dialer to not activate and no

ATTACHMENT B

Eco Resources personnel responded. Fortunately, the facility was checked by the Winters Fire Department who notified City personnel who contacted Eco.

2. **Breaches:**

- a. **General Operation:** The operation of critical back-up equipment is essential to the public health, safety and welfare. The fact that a critical shutdown occurred and no response from Eco jeopardized the integrity of the facility and could have resulted in a major overflow. Eco is responsible for the maintenance and successful operation of back-up equipment at this facility. The failure of the generator to operate as required and the failure of personnel to respond is viewed as a breach of the contract.
- b. **Phone Dialer Operation and Programming:** In the July 24 incident, the phone dialer did not operate and Eco was not aware of the electrical failure. The facilities are under the independent operation of Eco Resources and the City expects that incidents should be checked on by Eco absent City intervention. In this instance, the phone dialer did not operate (a dead battery in the dialer) and no persons from the Eco Staff responded. Subsequently, it was discovered that incorrect phone numbers were programmed into the dialer which would have prevented a correct call-out to Eco, even if it had operated.

The City considers the inoperability of the back-up generator, lack of due diligence to proactively check the facility during a power outage (requiring a City call) and the negligent programming of the phone dialer to be clear breaches of our contract. An emergency dialer with incorrect phone numbers is completely unacceptable and jeopardized the reliable and safe operation of the plant, as well as public health and safety.

Additional issues at the East Street Pump Station which require immediate attention.

- **Security:** During the examination of the facility, it has been found that critical switches and equipment are not locked. This must be corrected immediately.
- **Staff Qualifications:** It was clear that on July 24, Wes Mercado of Eco was not completely sure of all plant operations. Qualified and knowledgeable staff should respond at all times.

Wastewater Treatment Facility:

In a recent inspection of the wastewater treatment facility, numerous issues have been identified and photo documented. These issues include the following:

1. **Lack of Maintenance and Operation:** The condition of the pond facilities is completely unacceptable. The amount of weeds in the ponds, erosion of pond facilities, lack of weed abatement on the perimeter, inoperation of aeration ponds, improper setting of aeration equipment and the lack of general maintenance is

completely unacceptable. The amount of debris and equipment strewn throughout the pond facilities is an absolute mess. There is a clear demonstration that Eco Resources is failing to allocate appropriate resources to the maintenance of these facilities in a satisfactory manner.

2. **Negligent Maintenance of Equipment:** In an inspection of the pond facilities, the following was found:
- Water distribution pump lubrication reservoirs are empty and disconnected.
 - Water distribution pumps lack adequate oil and it is obvious that this is not being checked.
 - Power panels and out buildings are infested with rodents and mouse droppings fill the inside of critical panels.
 - The out-building was infested with birds, nests and droppings. The door into the structure was broken and allowed to remain open for birds to create one large bird house of a City owned facility.
 - The aerator in one of the ponds is operating, but is incorrectly set into the pond so as to provide no aeration. This is a waste of electricity and a demonstration of inadequate operation of the facility.
 - The aerator in one pond is not operational and encrusted with debris.

The lack of proper operation of these facilities can lead to the deterioration and eventual failure of this equipment. Eco Resources is responsible for the efficient and competent operation of these facilities. The current conditions are a clear demonstration of negligent operation and overall lack of care of City owned facilities and equipment. This is a clear breach of the contract with the City.

- Debris is strewn throughout the facility. Toy chairs, broken tools and debris litter the entire facility. Pulled weeds lay across many areas of the facility.

The lack of both care and appearance at the facility is completely unacceptable.

Summary:

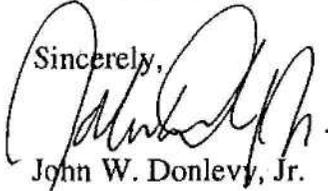
The contract between Eco Resources and the City of Winters is for the professional operation and maintenance of City owned facilities. A basic tenet of the agreement is that your company will properly maintain and operate these facilities in a standard acceptable to the wastewater industry. Section 4.5 clearly indicates that Eco will provide ongoing Preventative, Corrective and Capital repairs and maintenance. That is currently not being done.

The City requests a comprehensive plan for re-establishing the City facilities to an acceptable level of maintenance and operation. All deficiencies shown in pictures and in this letter must be corrected immediately.

The City requests that a written plan be provided by Eco Resources no later than September 14, 2006. All deficiencies must be corrected within 90 days of this letter or your contract will be deemed terminated.

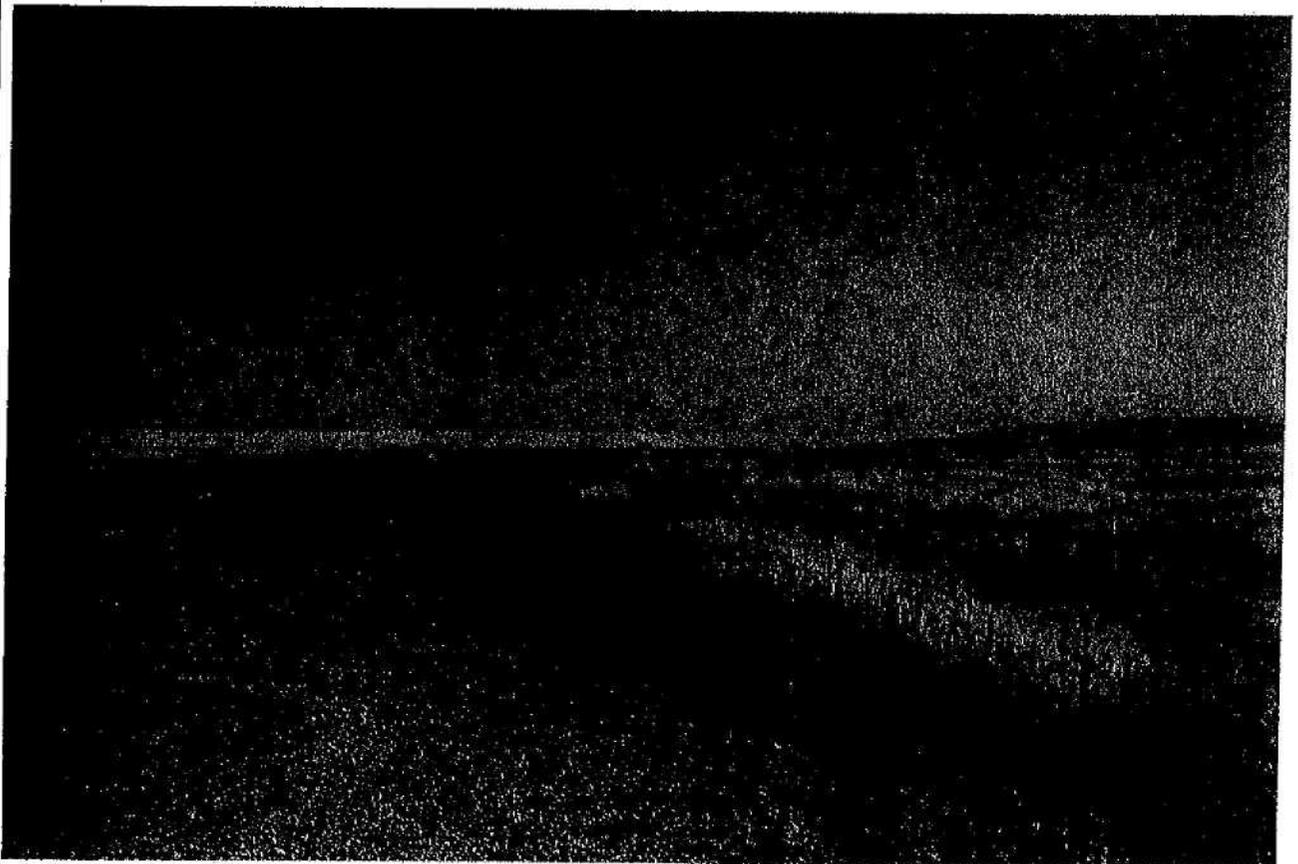
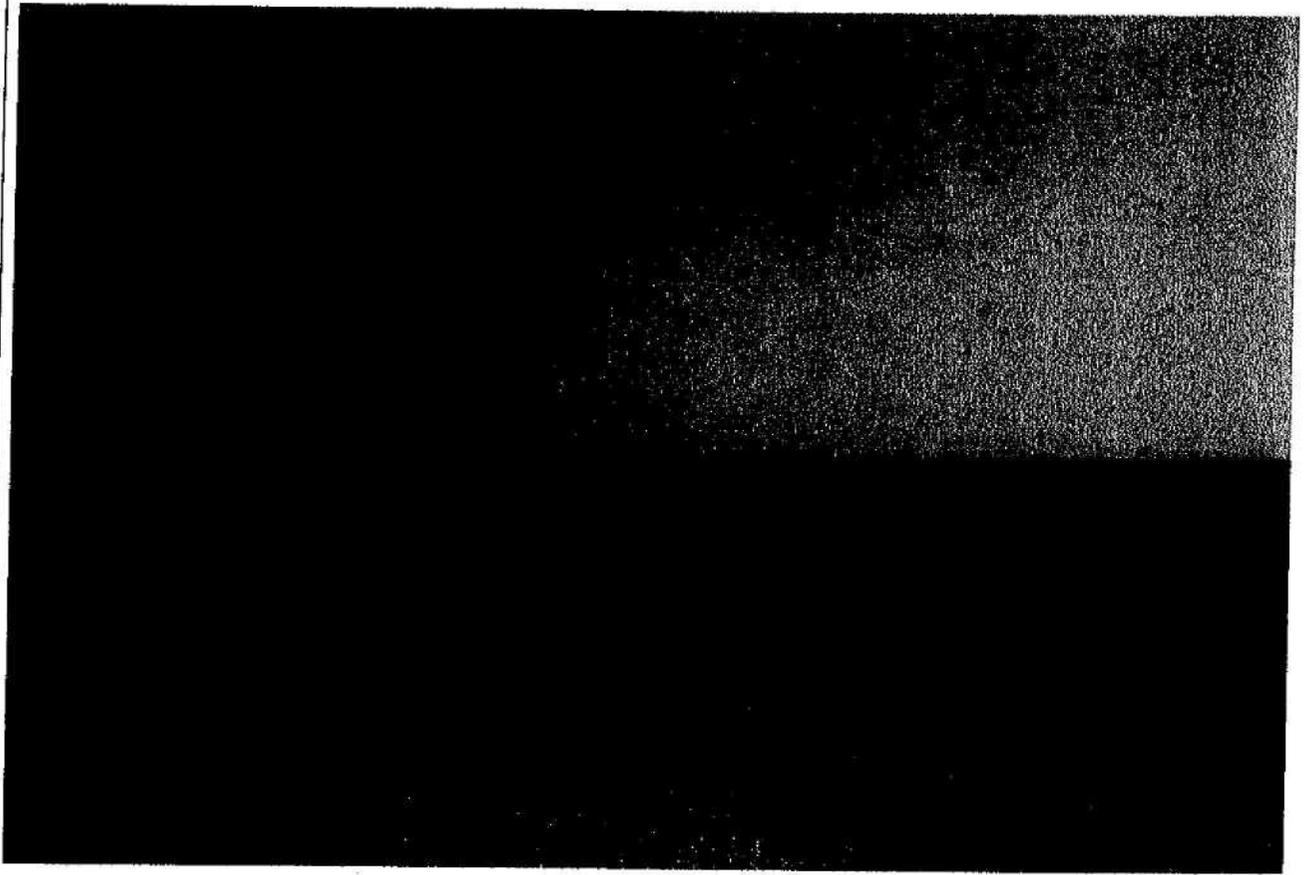
If you have any questions, please do not hesitate to contact me at (530) 795-4910 Extension 110.

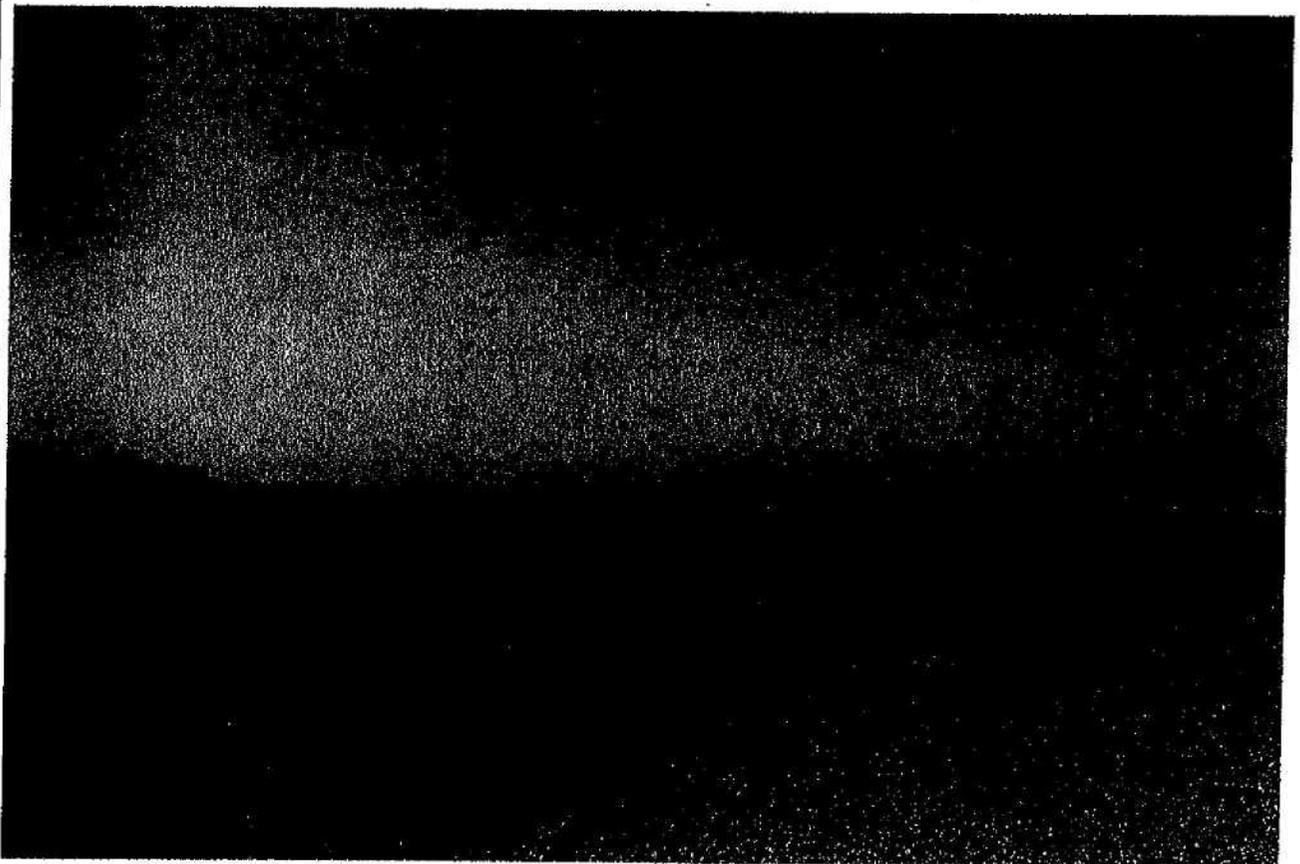
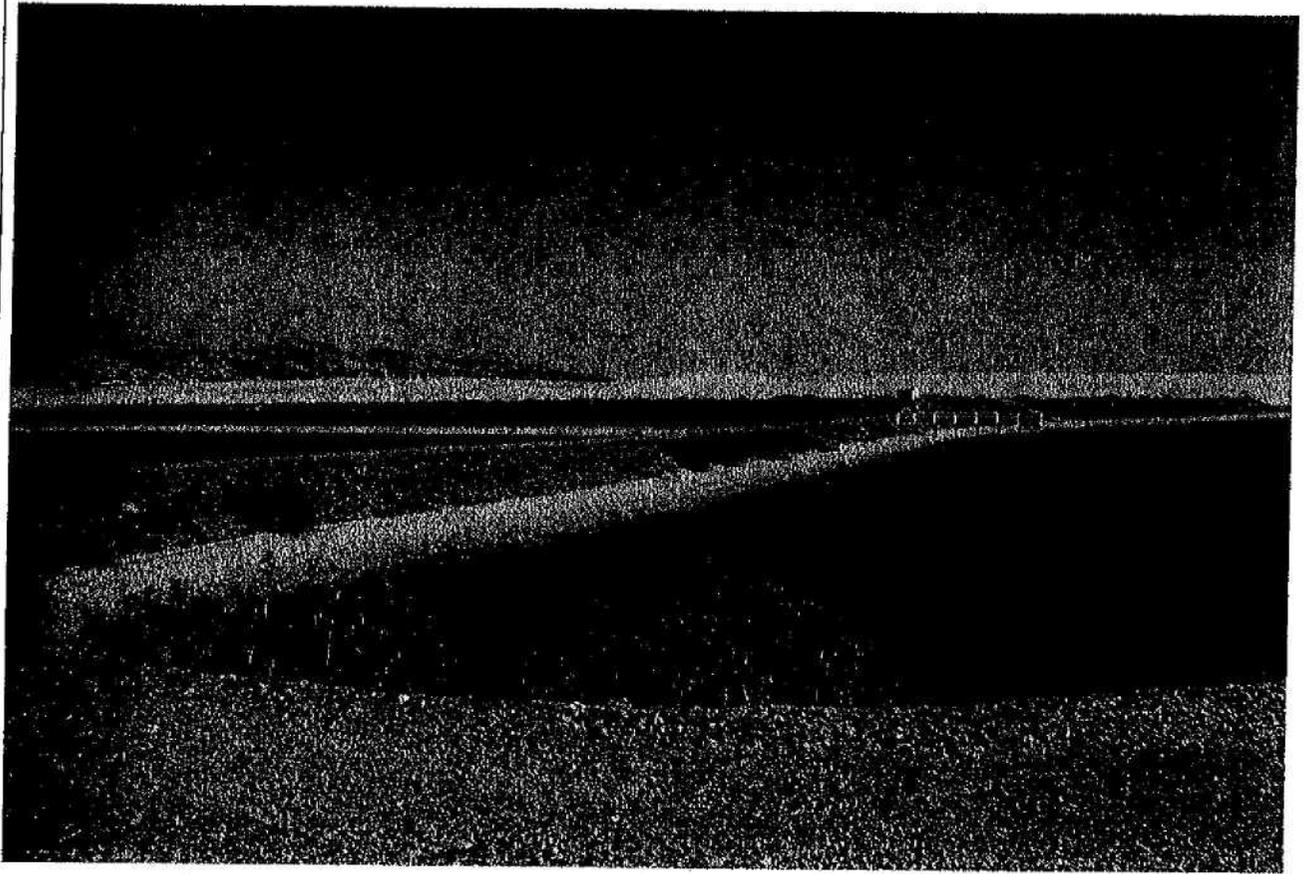
Sincerely,

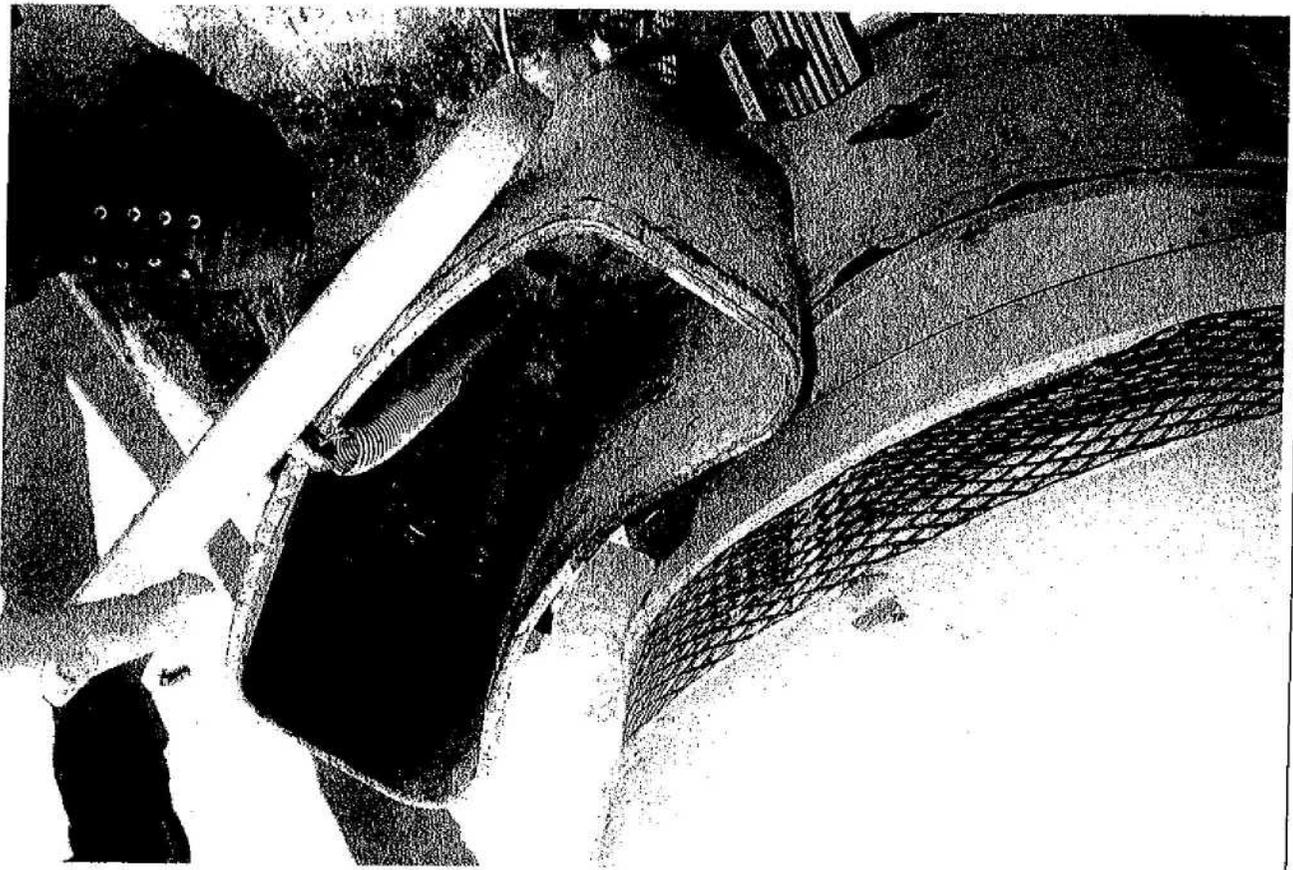
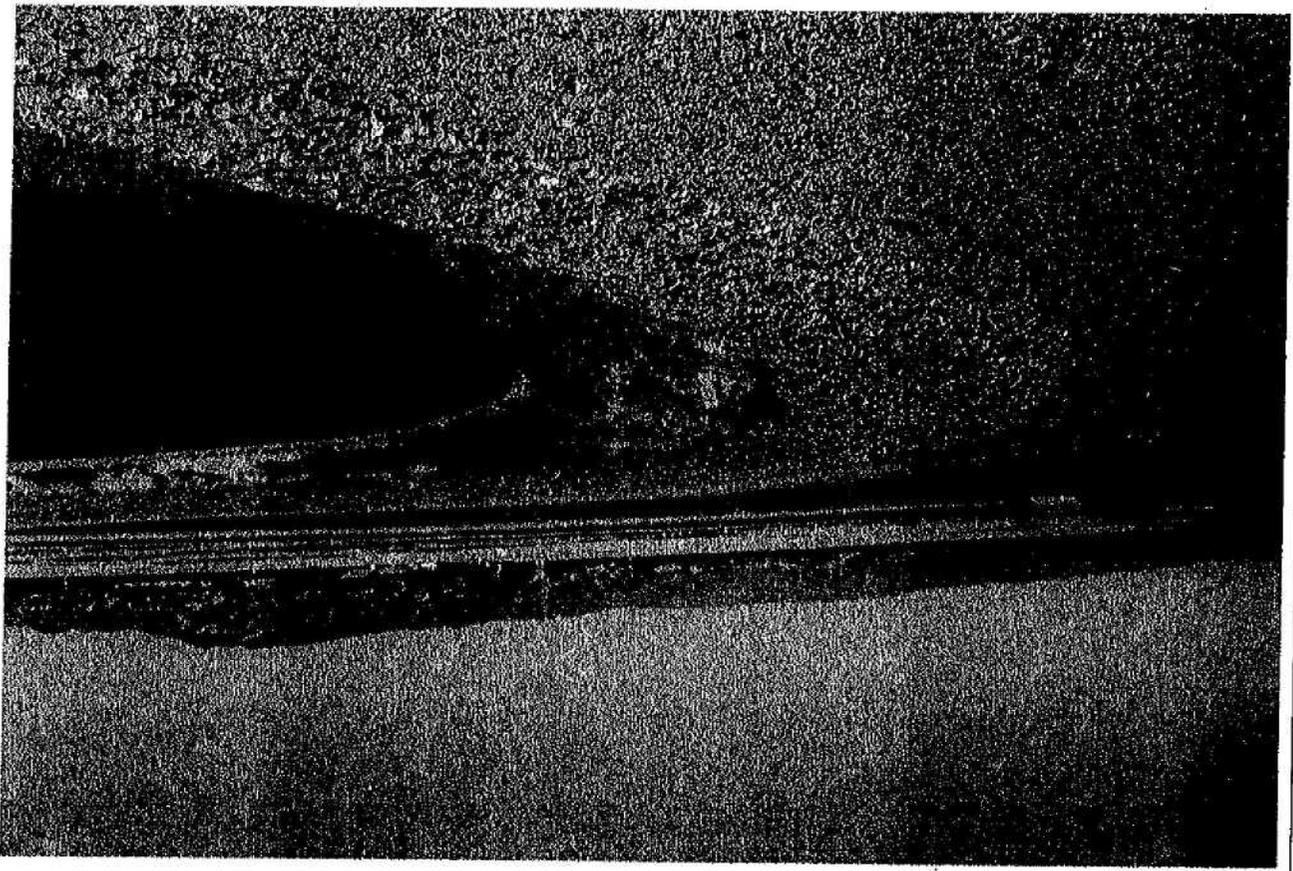


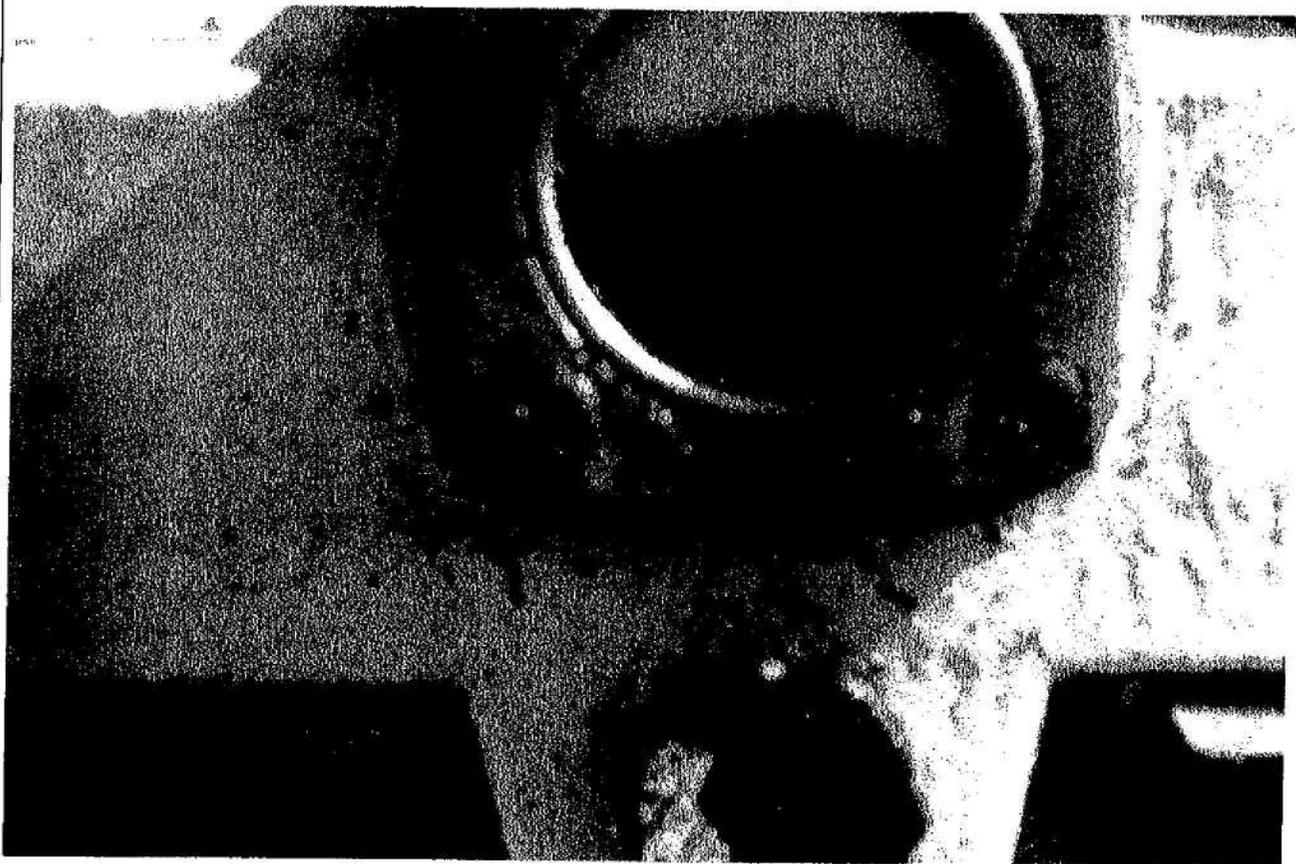
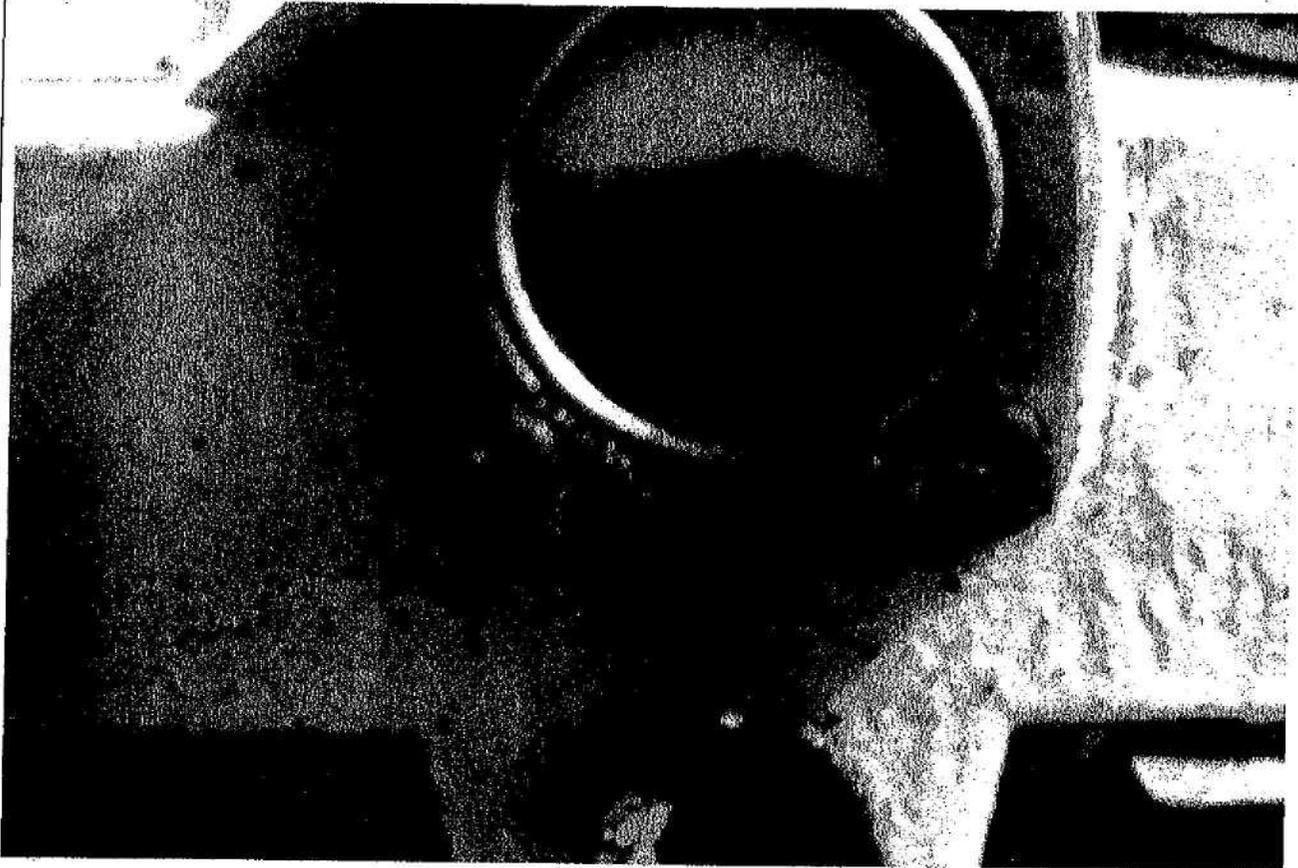
John W. Donlevy, Jr.
City Manager

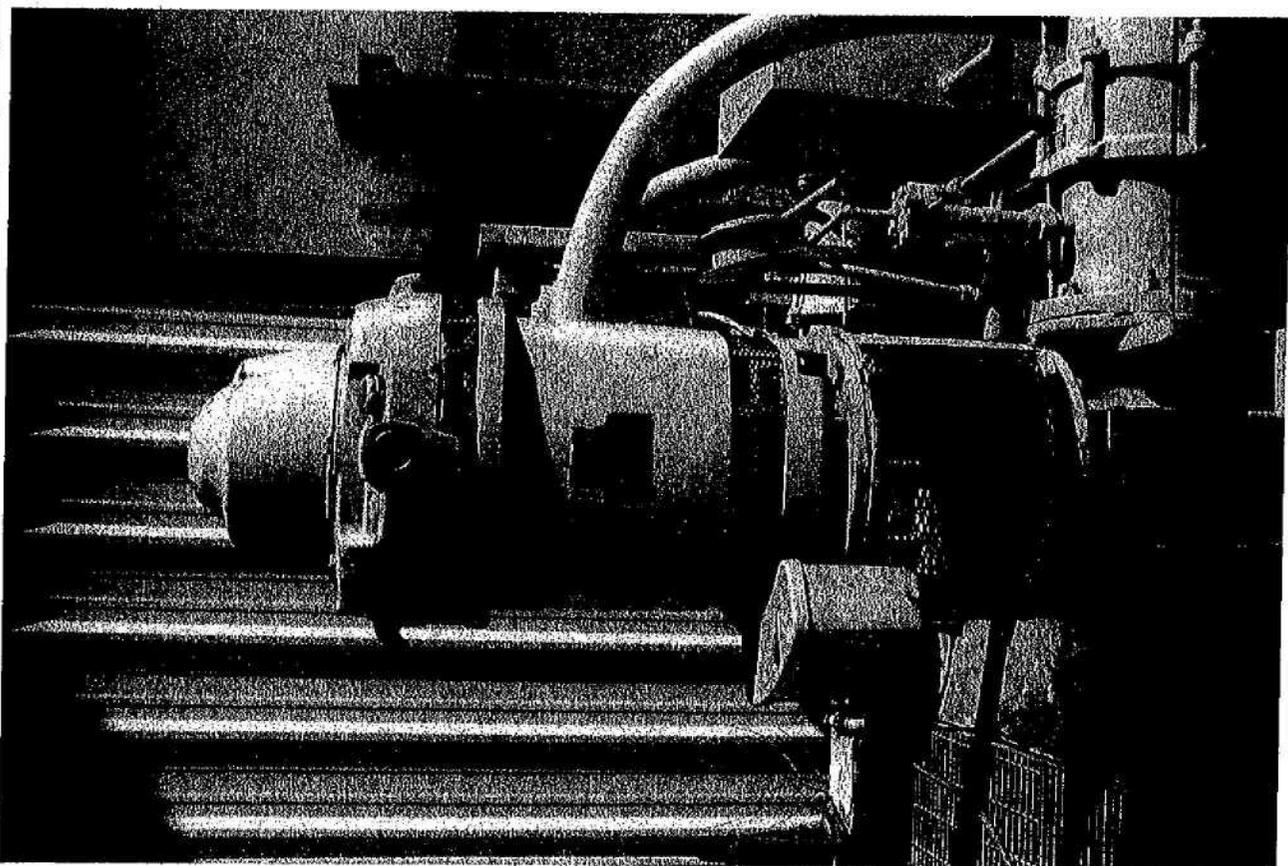
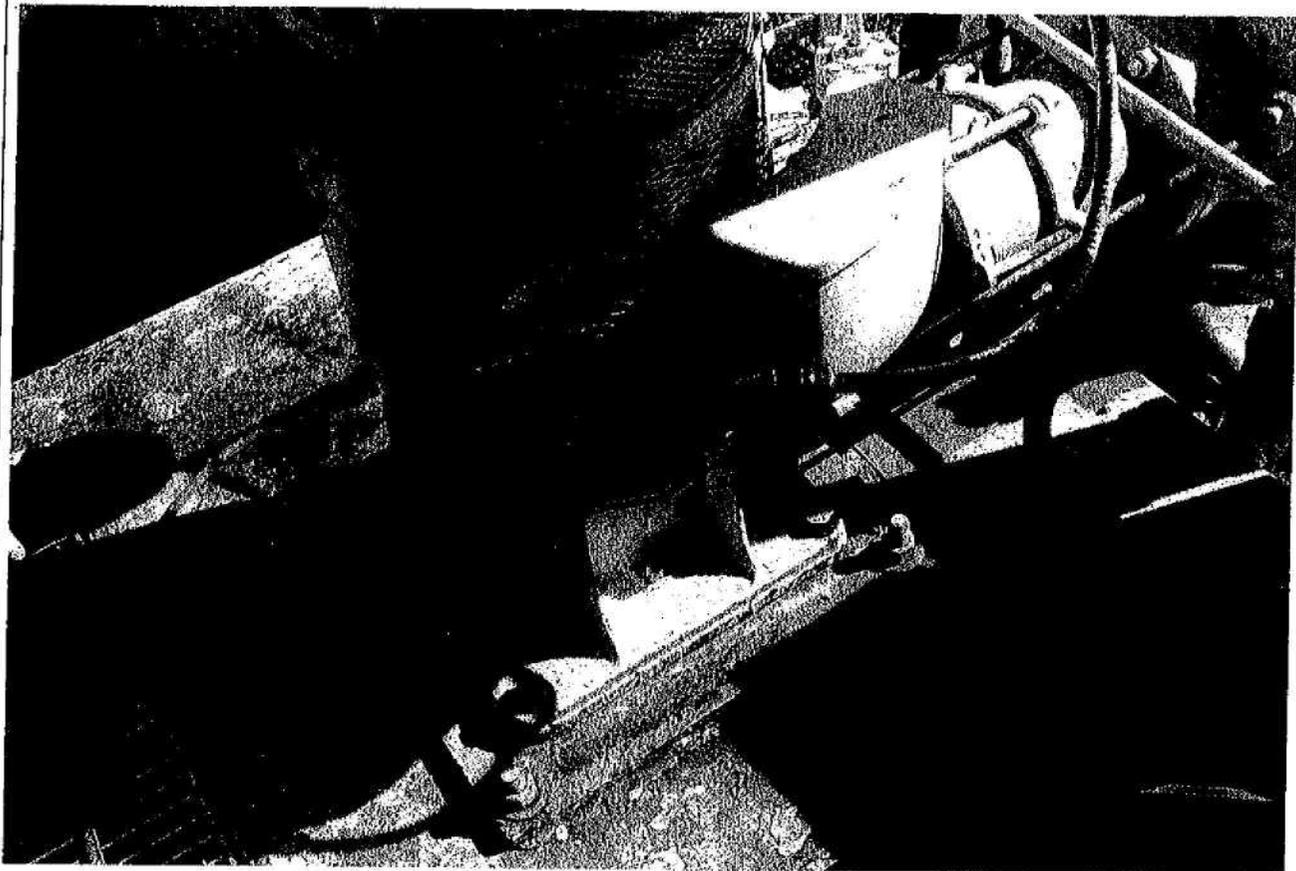
CC: President/CEO- Eco Resources.

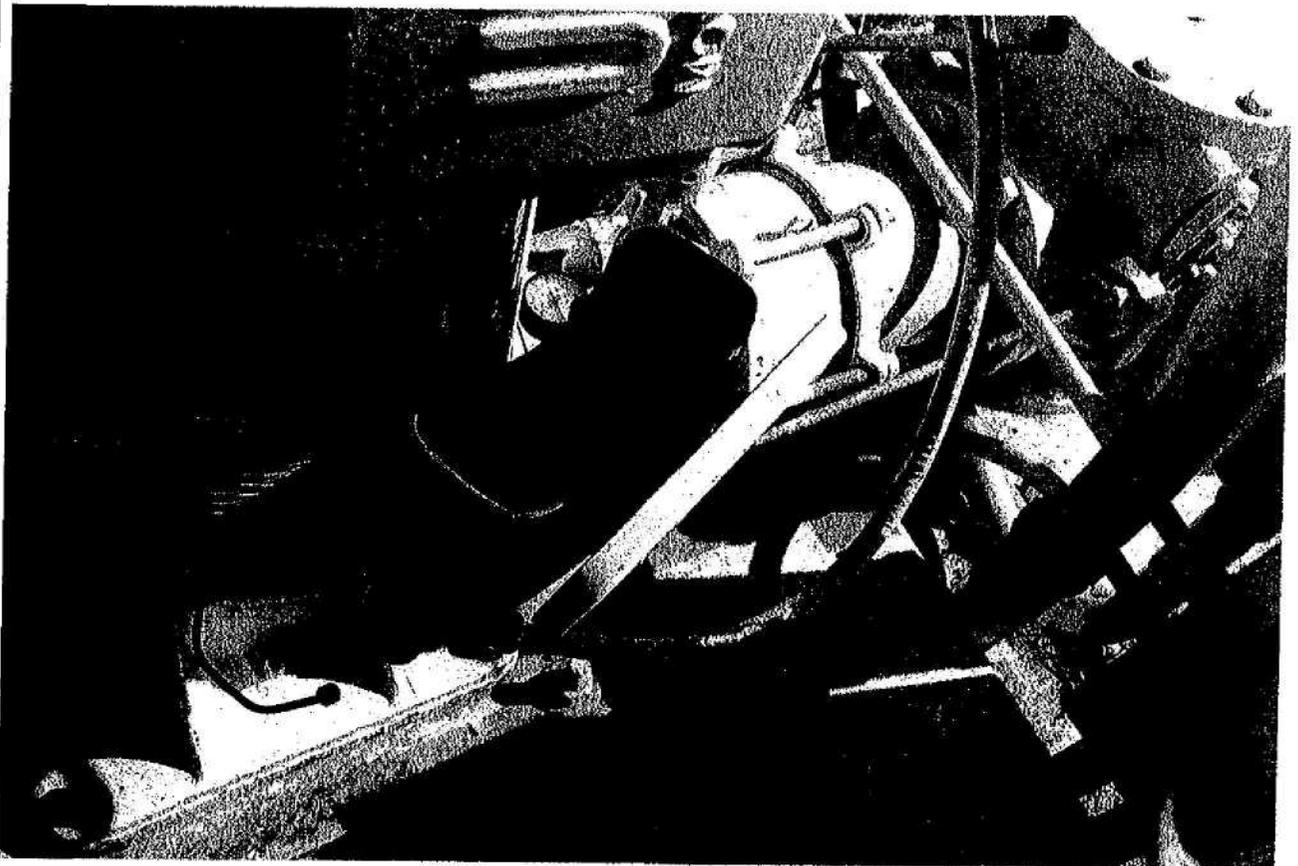
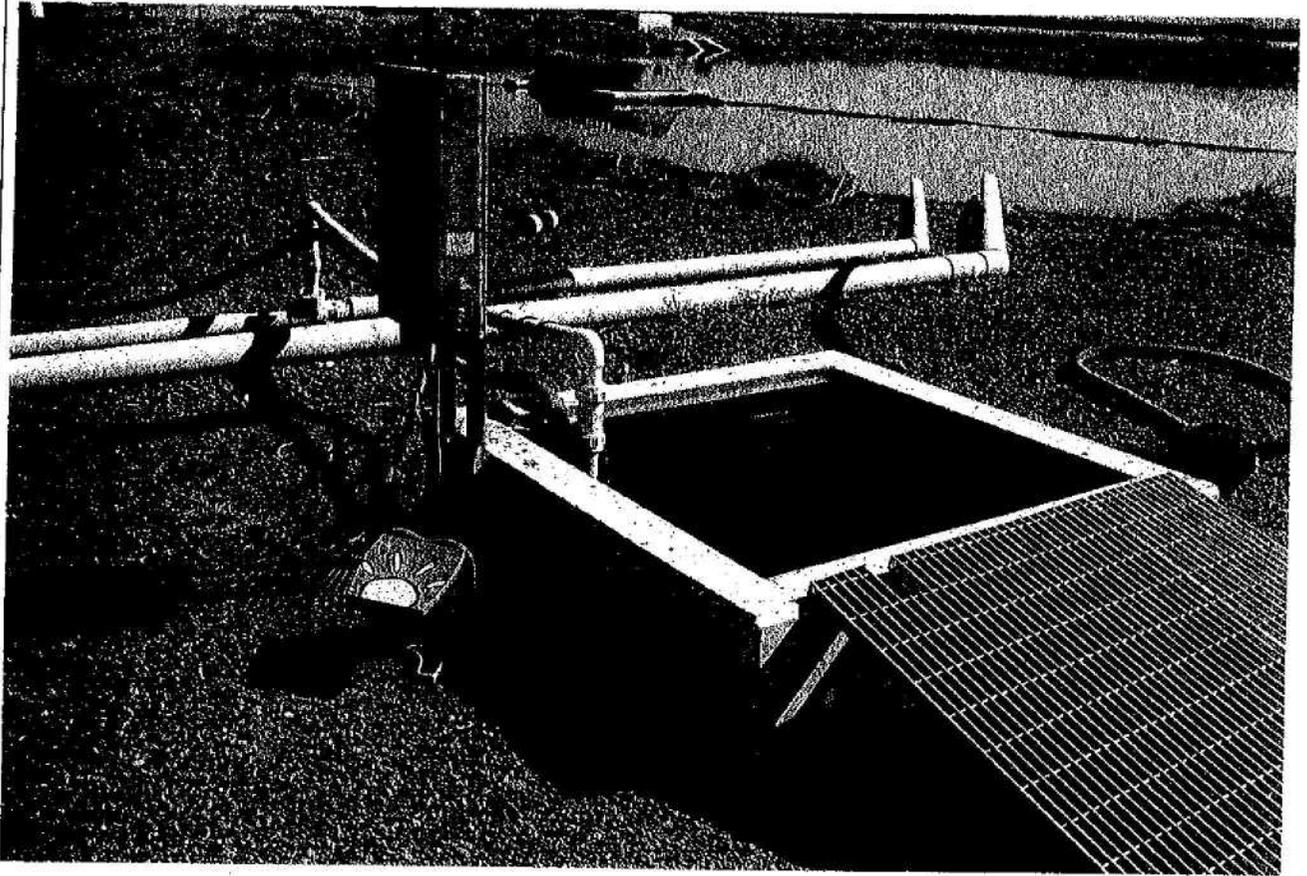


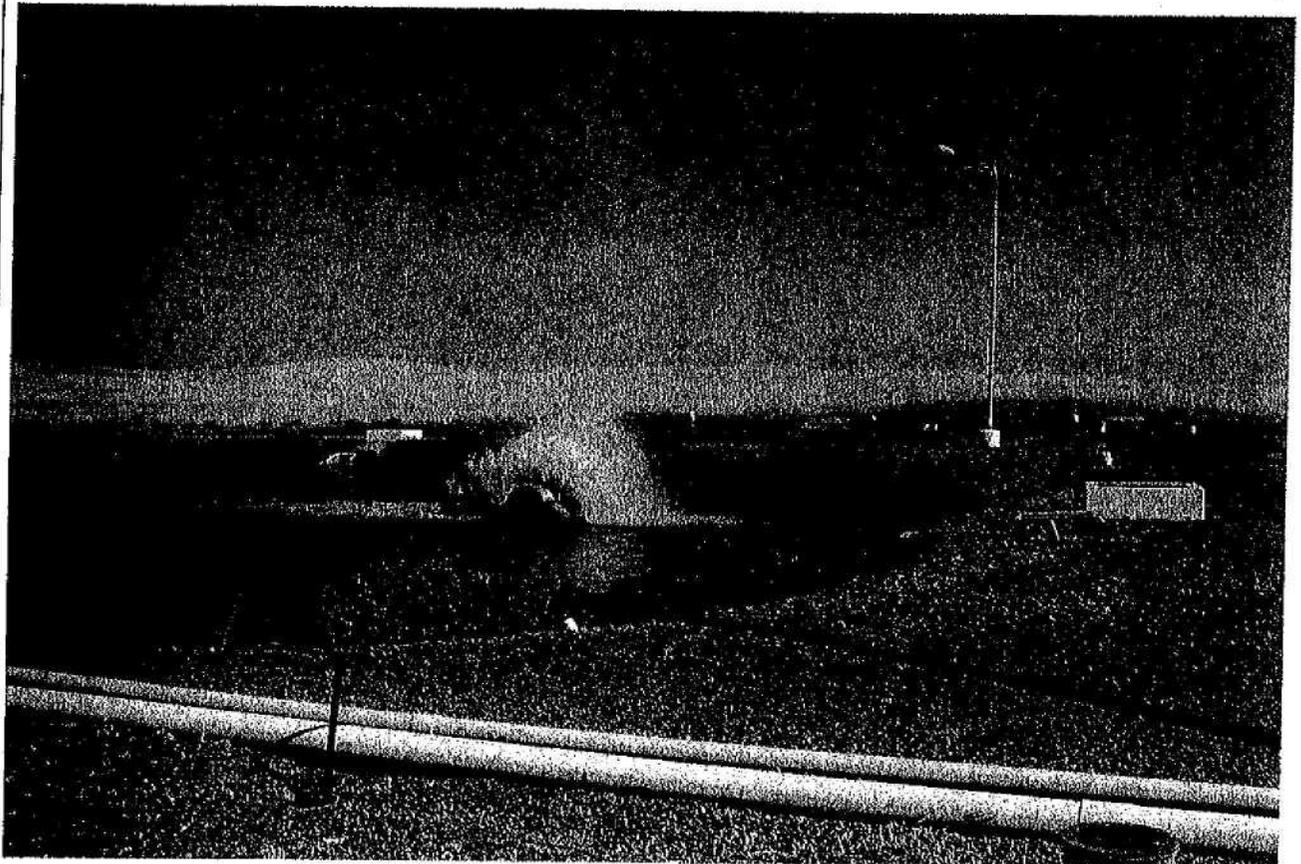


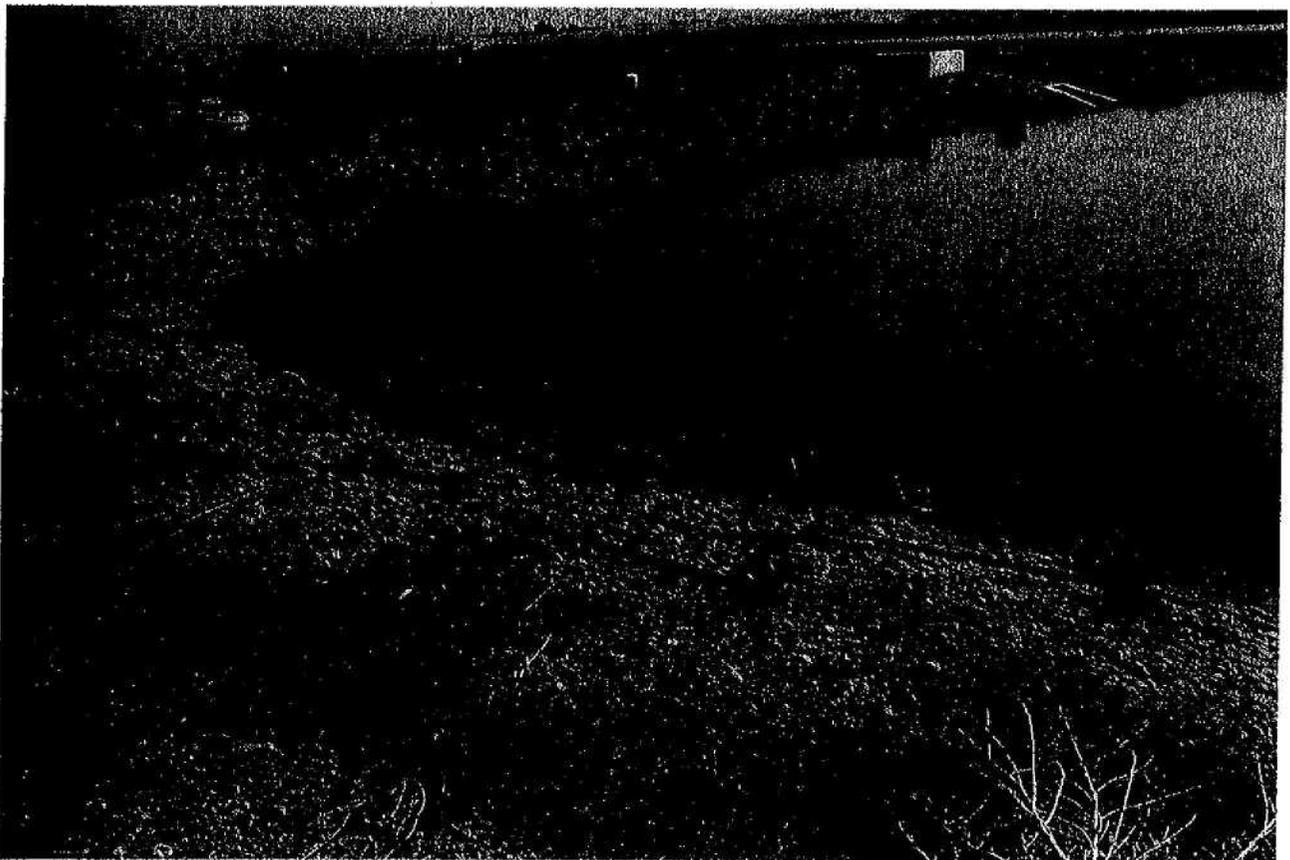
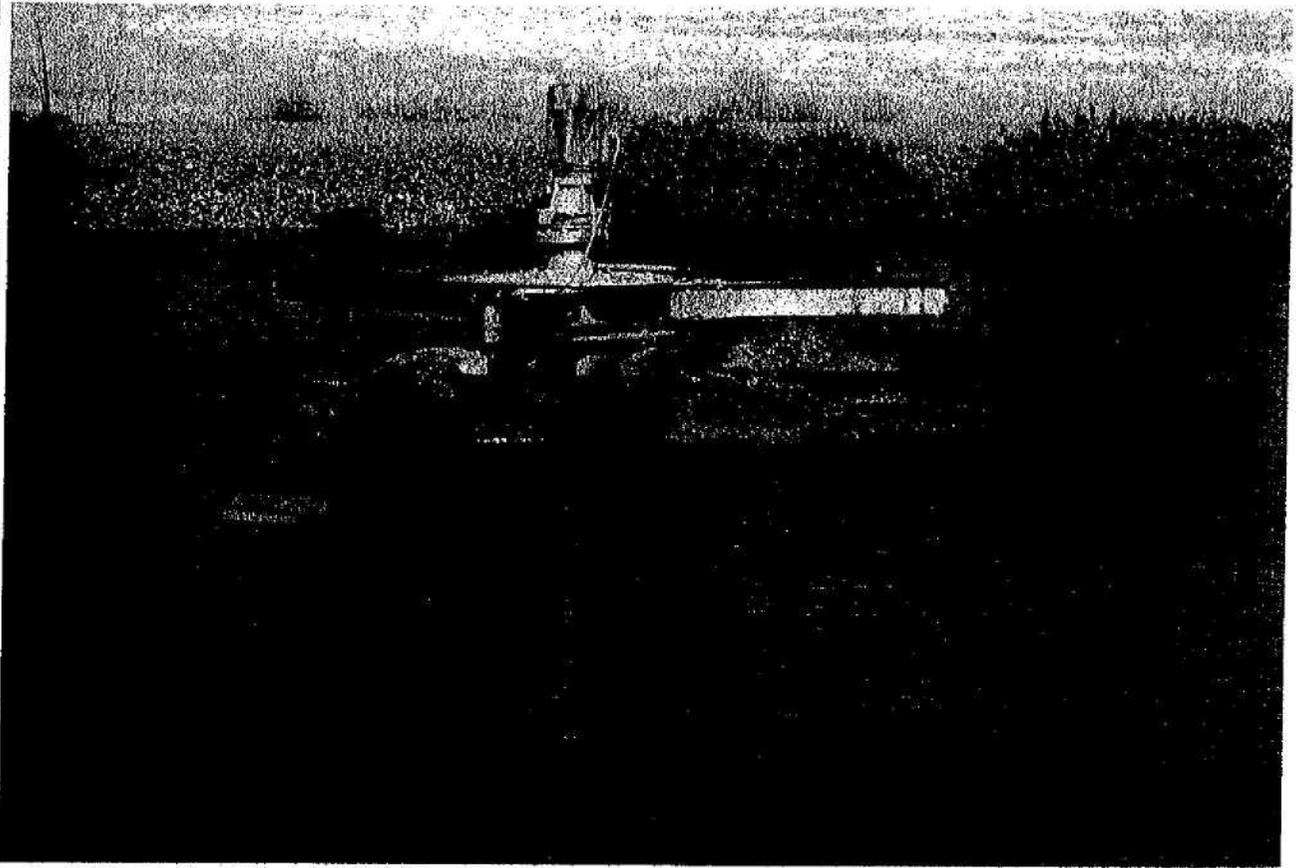


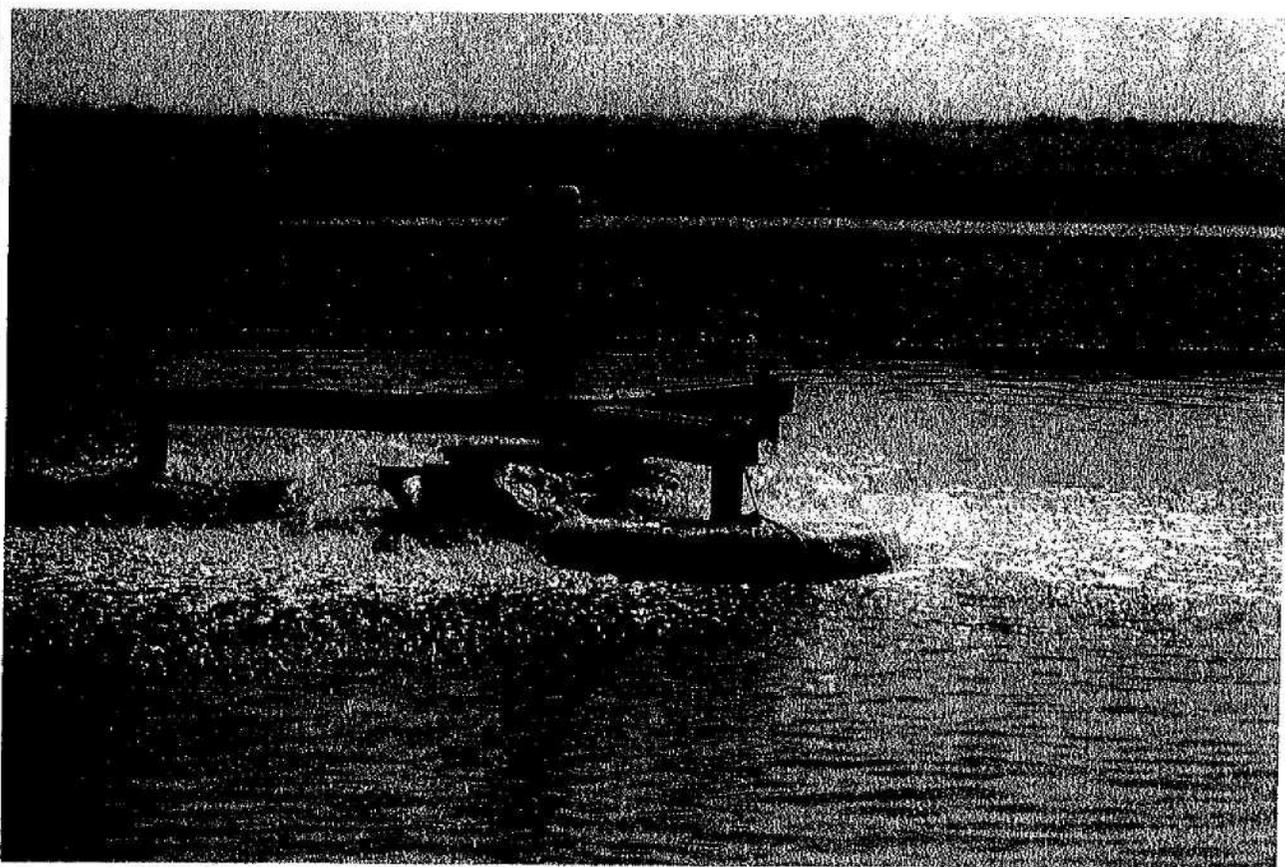
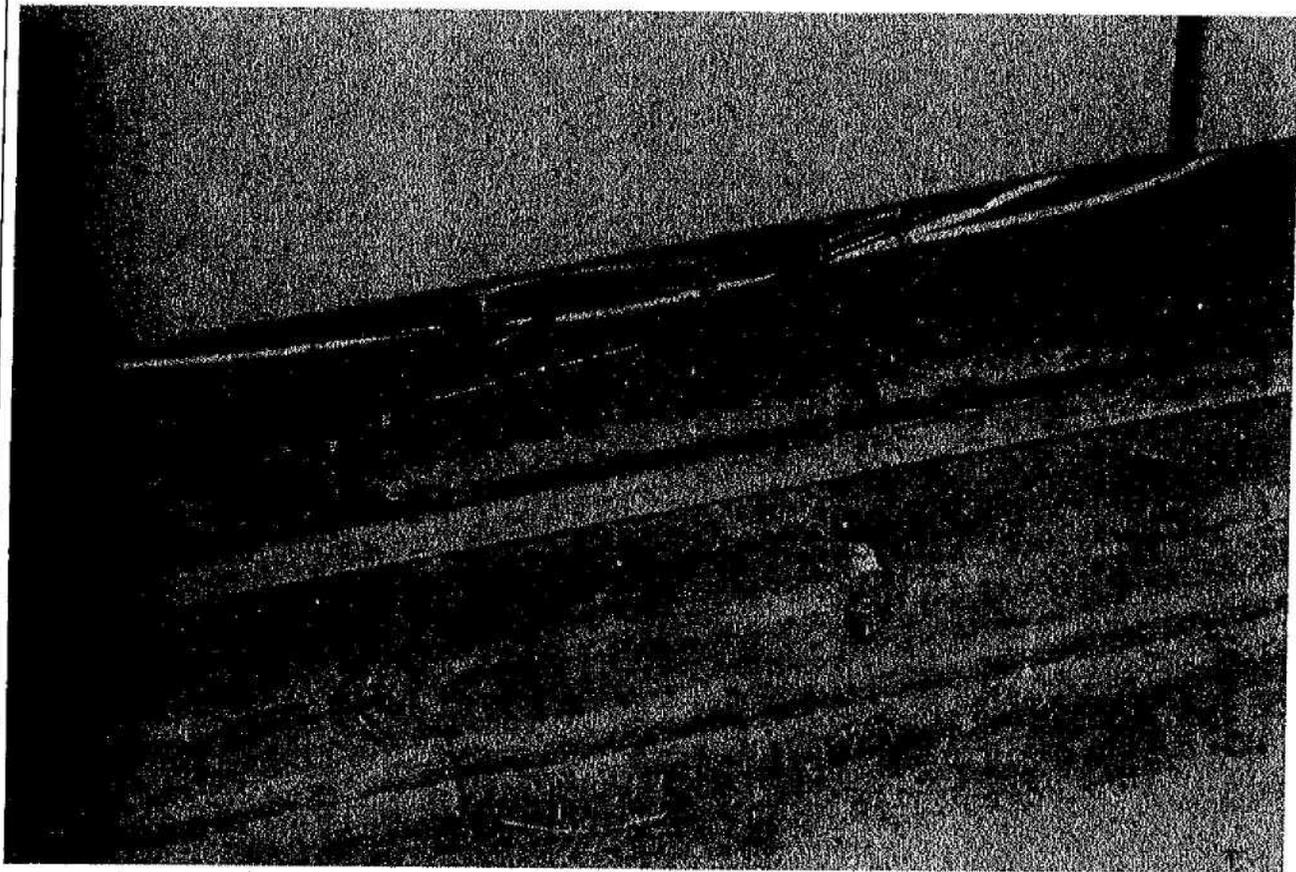


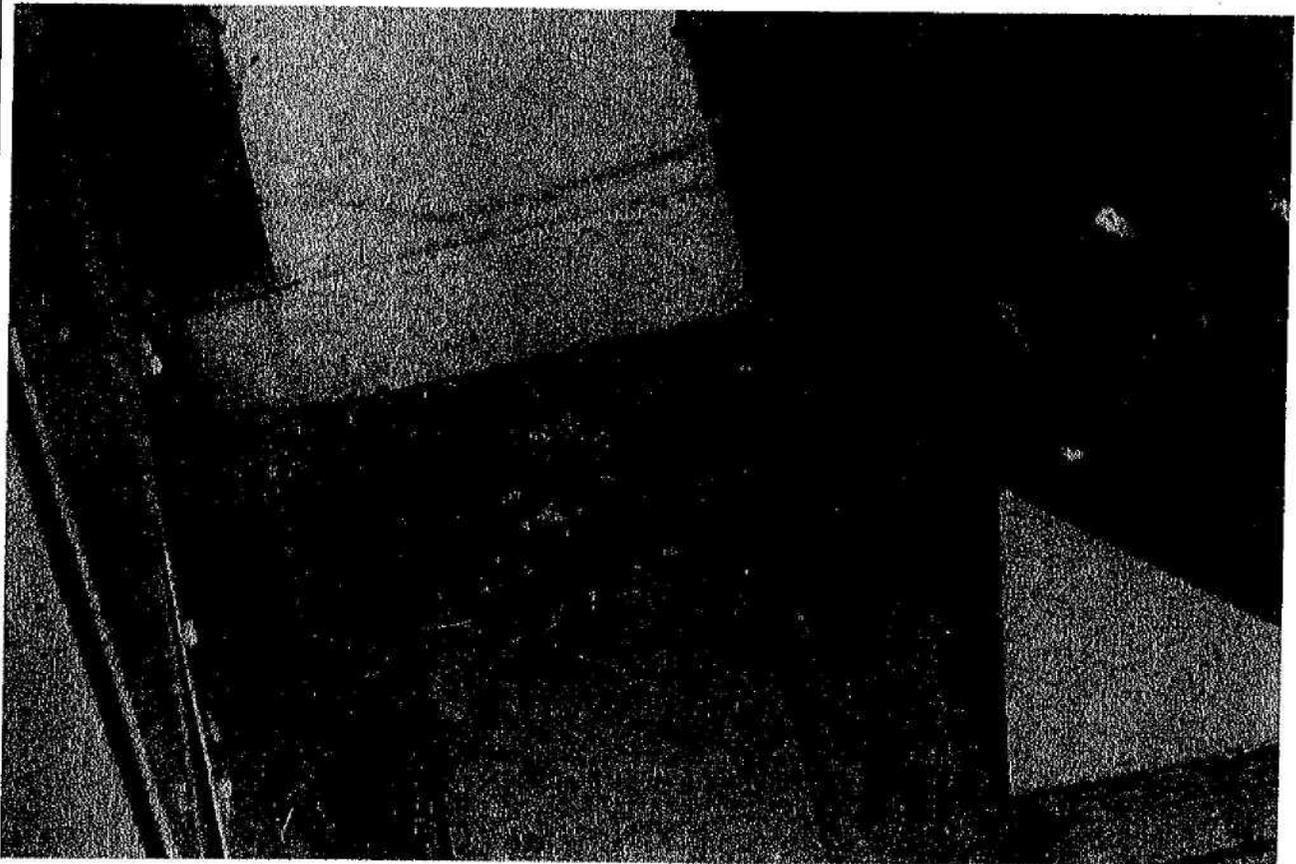
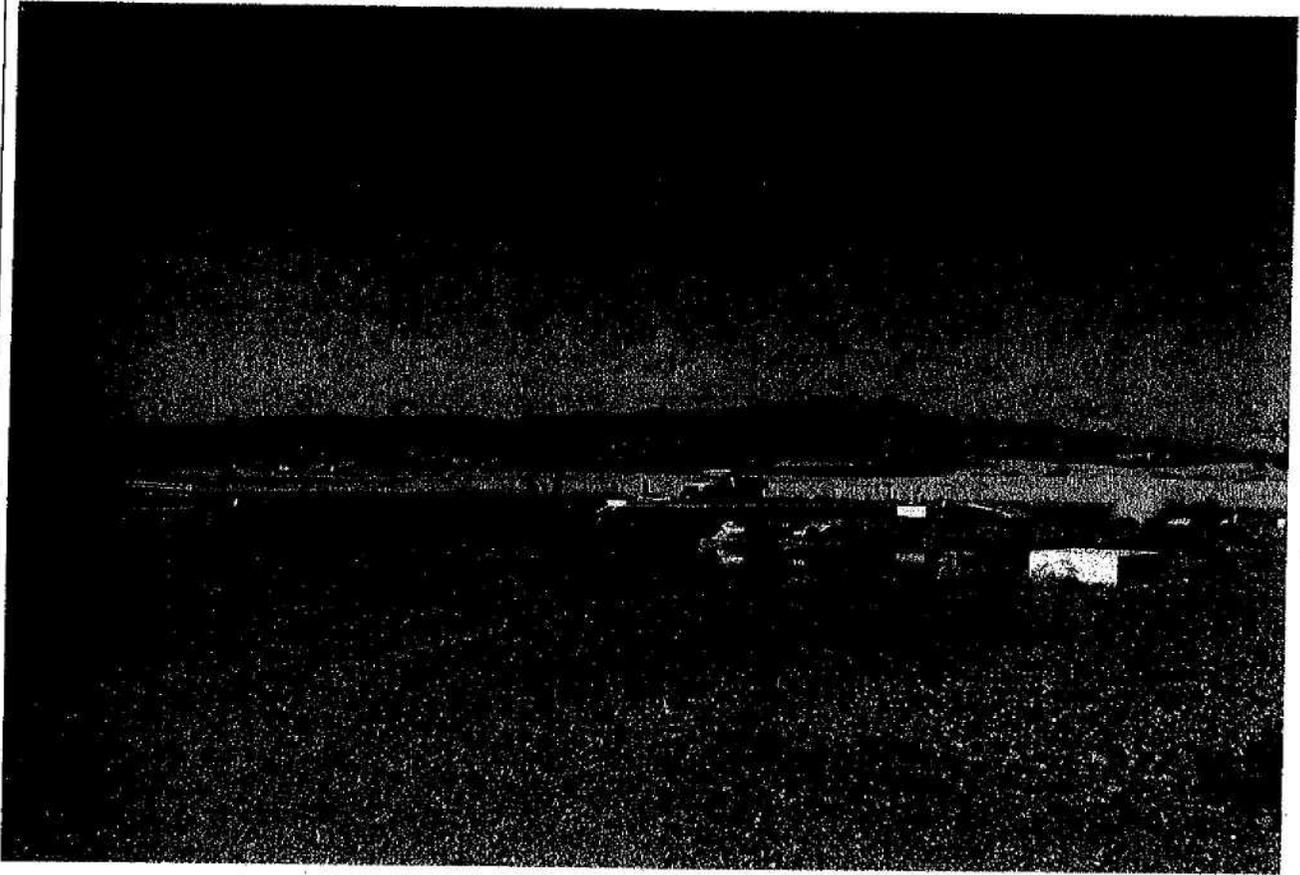


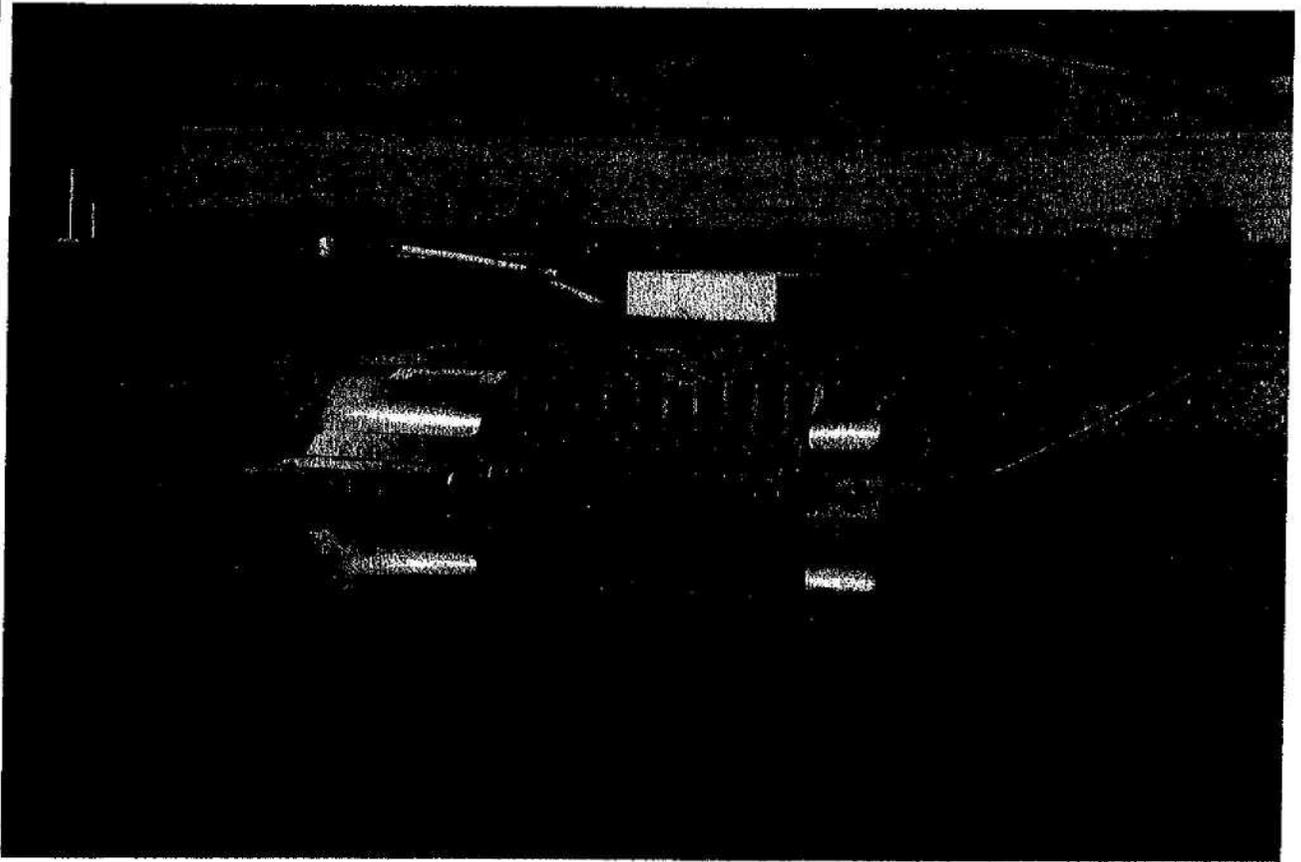
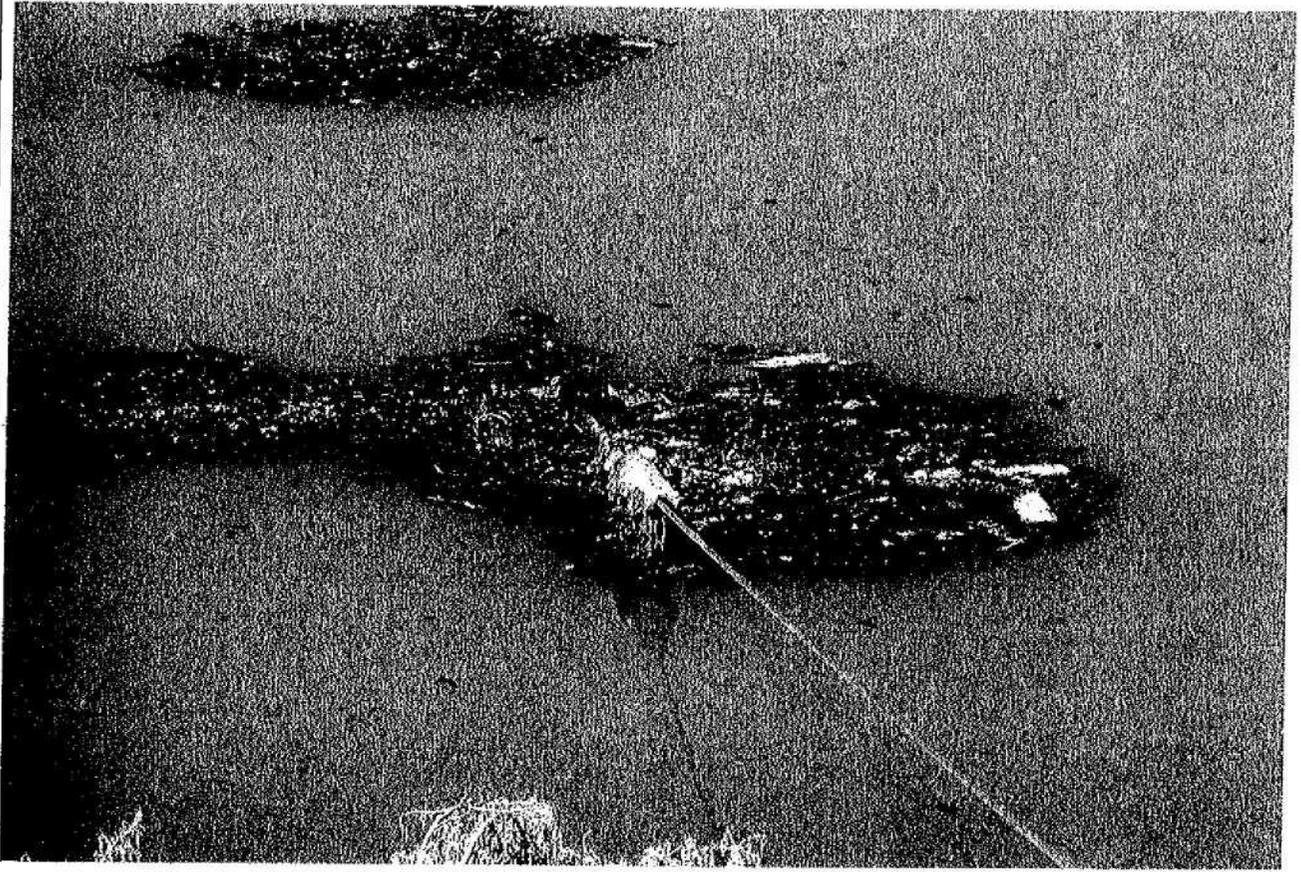


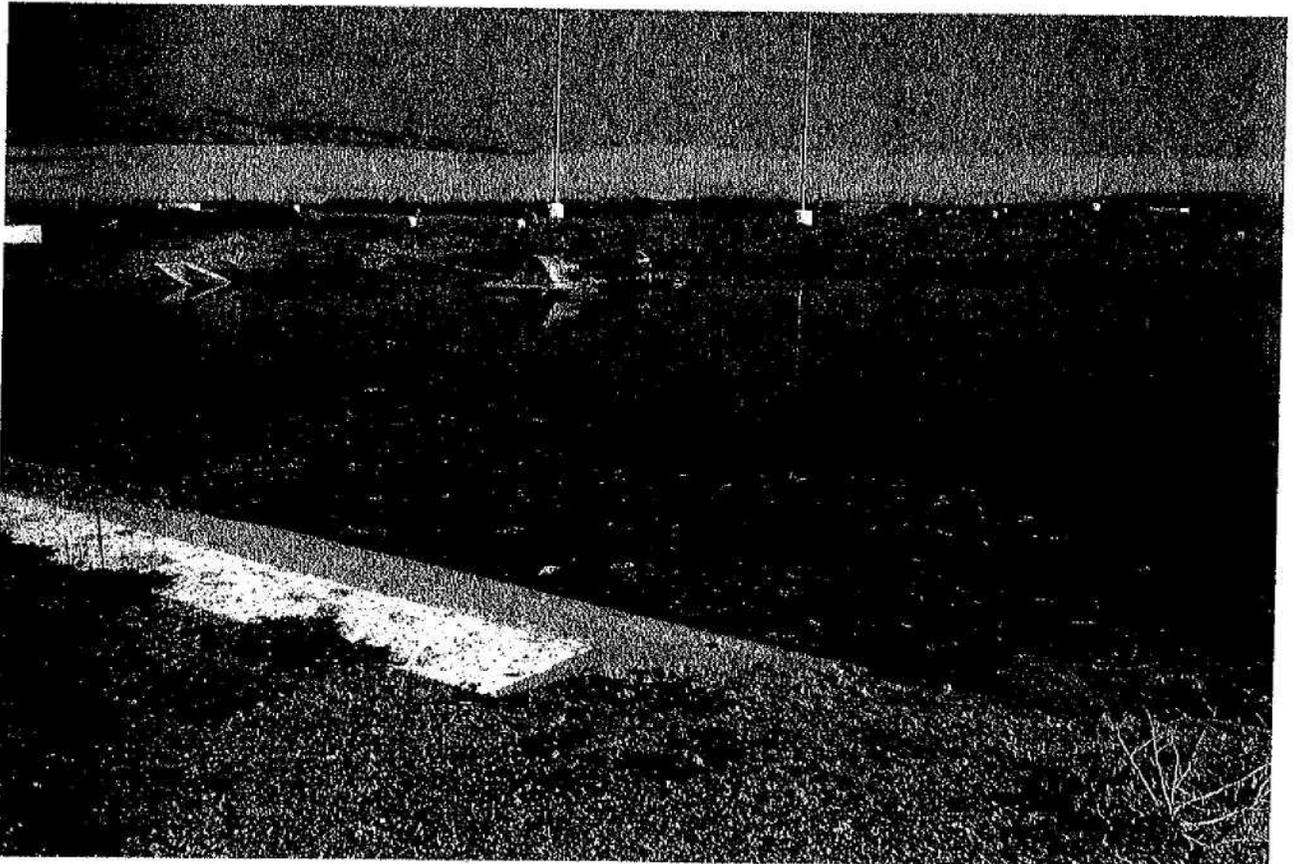
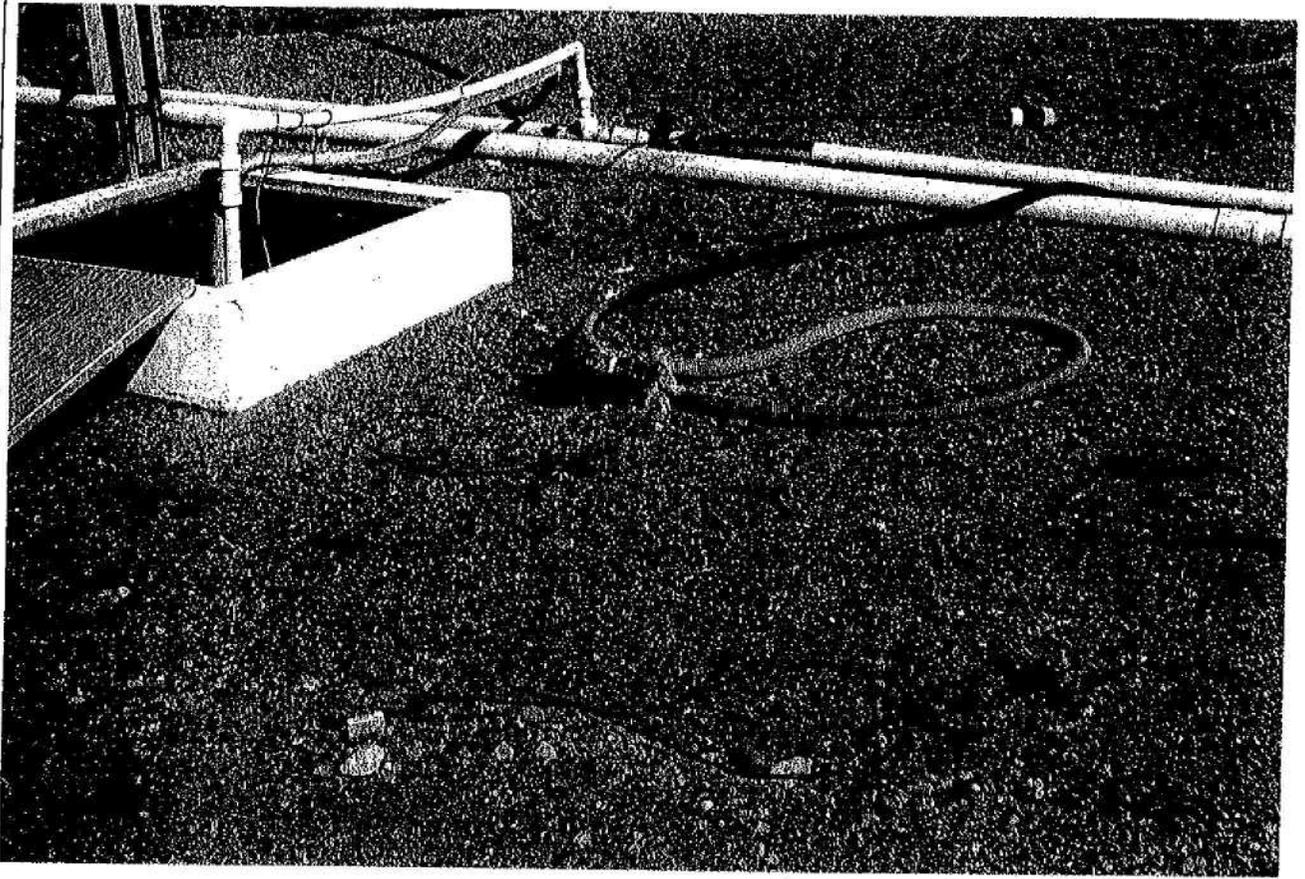


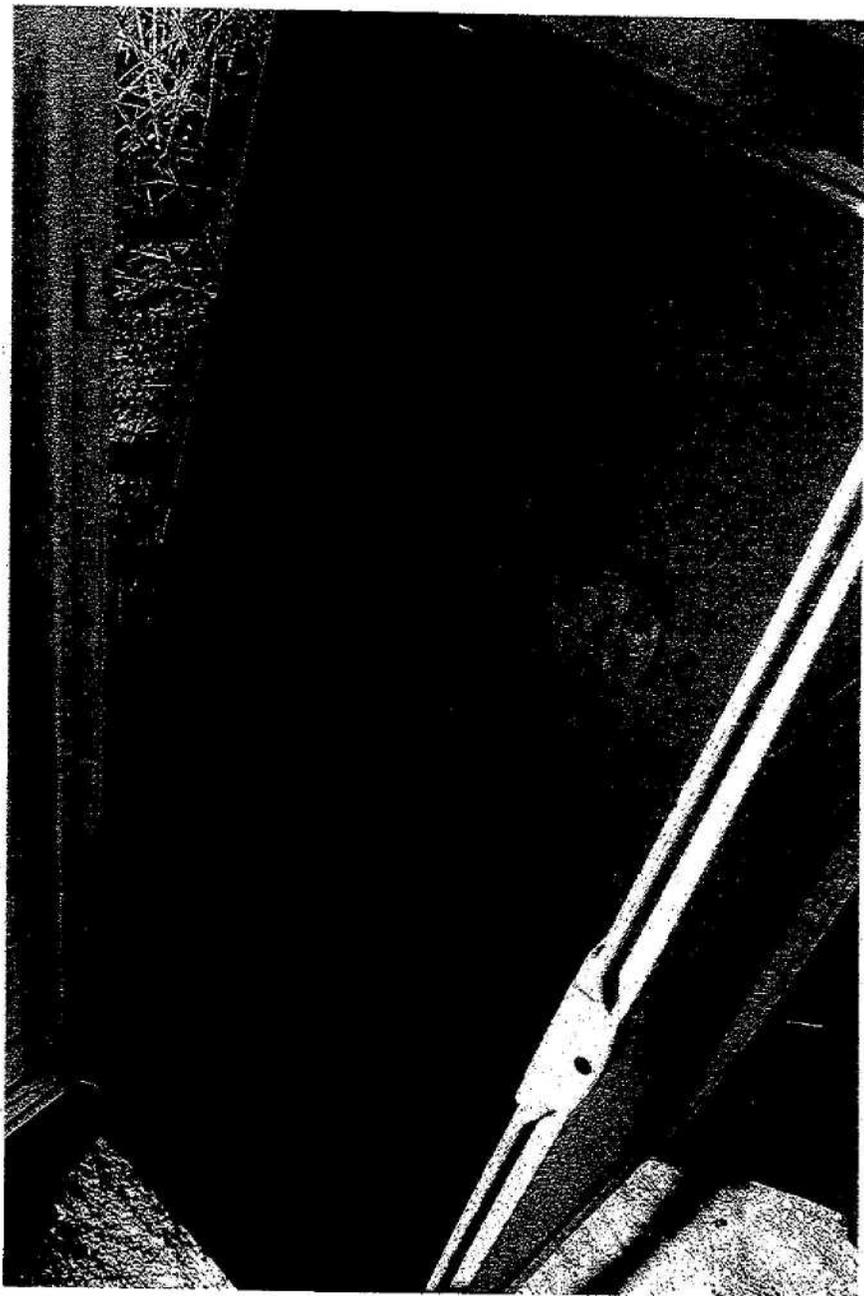












MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Cecilia Aguiar-Curry
Harold Anderson
Tom Stone



Eco file

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

February 2, 2007

Steve Held
President, Southwest Water Company Services Group
12946 Dairy Ashford, Suite 400
Sugar Land, TX 77478

Tom O'Neill
Vice President, Western Region Eco Resources
101 Parkshore Drive, Ste. 100
Folsom CA 95630

Re: *Notice of Breach- Sewer Spill/December 1-3, 2006*
Dissatisfaction with Service Received- Request for Immediate Correction
Notice of Hearing with City Council to Review Contract

Dear Sirs:

Please let this letter serve as a Notice of Breach of Contract, Failure to Correct Material Breach, and Intent to conduct a hearing before the City Council regarding your contract with the City of Winters. The Notice concerns the items listed herein, and the overall competency of operations provided by ECO Resources to the City of Winters for sewer operations. Pending the hearing on February 20, 2007, the City of Winters is requesting immediate correction to numerous operational deficiencies and potential reimbursement for services not provided.

Discussion:

The City of Winters has contracted with ECO Resources with the expectation that both services and facilities will be operated and maintained in a professional manner. For approximately the past two years (2005-06) the overall quality of personnel, operations and maintenance has been below a satisfactory level and is now resulting in serious ramifications from the Regional Water Quality Control Board and the potential for fines based on the negligence of ECO Resources. It is the City's view that the potential liability exposure by the City continuing its contract with ECO Resources is significant and in need of immediate correction.

Specifics in regards to this are as follows:

ATTACHMENT C

1. **Facility Manager:** ECO Resources personnel at the Manager level have been marginal in their training and abilities. Additionally, personal issues (including drug use, drinking, bar fights/stabbing and personal problems) significantly detracted from their abilities to serve the City of Winters. The overall performance of ECO Resources has steadily deteriorated to a level of competence at the Manager level which is not acceptable.
2. **Breach #1:** Please review the letter of February 6, 2006 (Attached as Exhibit A). ECO Resources has failed to cure this material breach. The time to do so expired May 7, 2006.
3. **Breach #2:** Please review the letter of August 30, 2006 (Attached as Exhibit B). ECO Resources has failed to cure this material breach. The time to do so expired November 29, 2006.
4. **October Fire and Training:** In October 2006, while conducting weed abatement, ECO Resources personnel set the Wastewater Treatment Facility Spray fields on fire. Two levels of incompetence were exhibited in this incident:
 - i. The person conducting the weed abatement was not adequately trained in the proper procedures for performing such work, including doing the work in high winds and not having fire prevention materials adequate to extinguish a fire.
 - ii. The person conducting the work (and other ECO personnel) failed to call the fire department when the fire began a rapid spread toward a residence. The incompetence of not calling 911 when you set a fire is dramatic.
5. **Replacement of 88hp Pump:** One of the two main pumps at the East Street Pump Station has been out of commission for almost six months. ECO Resources staff have been unable to either fix the pump or obtain a replacement. City Staff has literally "ordered" Karen Honer to replace the pump immediately.
6. **98 Unreported Violations:** The Tentative Cease and Desist Order issued on November 22, 2006 details the fact that ECO Resources failed to report 98 reportable violations as required by the City's Permit and by the Regional Water Quality Control Board.
7. **Collection System:** The City has contracted with an independent contractor to assist in the video inspection of our collection system. During their cleaning work, they found that much of the system was in drastic need of cleaning and showed signs of negligence in maintenance. The reports show massive root infiltration into the system, clogged lines, excessive grease build-up and in some cases, buried manholes.

Under the City's contract with ECO Resources, 50% of the collection system is required to be cleaned on an annual basis. The fact that numerous buried manholes exist, massive root infiltration within the core area of the City (no program initiated by ECO Resources to correct) is prevalent and literally "logs" of grease are being pulled from the system demonstrates that ECO Resources has breached the cleaning and maintenance portion of the contract, and has done so repeatedly.

8. **December 1-3, 2006 Spill:** The spill at the El Rio Villa Lift Station was caused and increased in seriousness based on the negligence of ECO Resources. The City

of Winters considers this conclusive proof that ECO Resources has not cured its prior material breaches of contract. Specifically, this included:

- i. Karen Honer pulled pumps for maintenance, then turned off the power to the pumps and left the lift station inoperable, causing the spill.
- ii. ECO Resources personnel inspected the lift station on both Saturday December 2 and Sunday December 3 and failed to notice the inoperability of the facility. The employees submitted daily logs indicating that he had checked the wells and pumps and indicated that they were operational. This type of gross negligence is unacceptable and represents a huge liability to both the City and ECO Resources.
- iii. The fact that ECO Resources would act with such carelessness by discharging 43,000 gallons of effluent into a local creek literally a week after the City received a Cease and Desist Order is incomprehensible.

Pursuant to the City's contract with ECO Resources, you are liable for any fines which are levied based on the actions of your company. It is the expectation of the City of Winters that you will be fully liable for all fines and associated costs due to the negligence that caused the December Spill.

Need for Constant Supervision and Review:

At the present time, the amount of need and time to supervise and direct ECO Resources personnel has grown to an unsustainable level. Based on the level of incompetence of ECO Resources, the City of Winters has been compelled to:

- Initiate daily supervision of Karen Honer to ensure that the sewer personnel are conducting routine maintenance and procedures. Additionally we have needed to direct her to fix pumps, electrical systems and have back-up generation readied, which should be common sense items for a trained manager.
- Assigned City line maintenance personnel to follow behind ECO Resources staff to ensure that lift stations are being maintained and operational.
- Both the City Manager and City Engineer are expending significant amounts of time dealing with issues caused by ECO Resources (December Spill, Cease and Desist Order, failure to replace pumps, electrical system maintenance, supervise the local personnel).

The failures of ECO Resources in operating the Winters contract are causing the need to expend significant time and fiscal resources which are unsustainable. Literally, the City has five (5) personnel- City Manager, City Engineer, Management Analyst, 2 Maintenance personnel assigned to manage the problems being caused by ECO Resources.

This simply cannot be sustained.

Request for Plan for Correction:

As demonstrated in the issues outlined above, it is the City's view that the current ECO Resources personnel and management assigned to the Winters contract are incapable of operating the Wastewater Facilities in a competent manner which avoids the potential for failures, negligence and liability. The inefficiency of needing to assign the level of personnel to supervise the contract has reached a level which is unaffordable to the City.

Pending the hearing on February 20, 2007, the City is requesting a plan for immediate correction that should include:

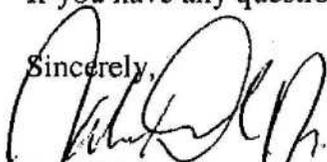
- Replacement of current management personnel.
- A commitment of qualified staff to manage and operate the current facilities.
- Assignment of trained and competent staff.
- Implementation of a comprehensive work program to alleviate concerns regarding potential incompetent operation by ECO Resources.

This plan is requested to be submitted to me no later than February 12, 2007 at 4:00 p.m..

A hearing before the City Council regarding your contract will be held on Tuesday, March 6, 2007, at 7:30 p.m. in the Council Chambers of City Hall, 318 First Street, Winters, California. It is requested that either or both of you be present to represent your company.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John W. Donlevy, Jr.
City Manager

Attachment A

**Letter to Kathy Stone-Regional Manager, ECO Resources
Dated February 6, 2006**

February 6, 2006

Kathy Stone, Regional Manager
ECO Resources, Inc.
P.O. Box 230
25010 Gardinier Ferry Road
Corning, CA 96021

RE: Sewer Operations- Breach of Contract and Request for Corrections

Dear Kathy:

As expressed in previous correspondence and in our meeting of December X, 2005, the City of Winters overall confidence with the operations of our wastewater facilities and the performance of Eco Resources is in question. I would like express our overall dissatisfaction with the services being provided by Eco Resources and request immediate correction.

Specifically, I would like to point out the following breaches of the contract:

Breach #1:

Section X of the contract requires that Eco Resources provide trained and qualified staffing for the operation of the City facilities. It has come to our attention from both observation and discussions with your staff that Eco Resources has not trained the local personnel to professionally operate the Winters Facilities. The following are specific examples:

1. **Qualification of Staff:** It has become evident that the overall knowledge and capabilities of the Eco Resources staff in the operation of our pump lift stations is insufficient. We would request immediately that Eco Resources provide trained staff to operate our lift stations. Specific examples related to this conclusion are as follows:
 - a. **Carter Ranch Lift Station:** The current staff has, over the past three years, taken a trial and error approach to fixing the numerous problems with this lift station. In the past year, two pumps have been burned out and the overall electrical system is in a flux of operational capability. The problems with this lift station have caused a need to run auxiliary pumps to operate this facility and resulted on a sewer spill on January 18, 2006.

Residents at the location have indicated that this location has experienced spills on at least five (5) previous occasions.

- b. **Emergency Alert System at Carter Ranch:** Eco Resources failed to adequately maintain the overflow alert system at this facility which was not operational when the January 18, 2006 spill occurred. These systems should be checked daily for operation and function.
 - c. **El Rio Villa Lift Station:** This facility has experienced numerous issues and the need for replacement pumps and electrical systems in recent years. Again, the need for a trial and error system of maintenance and operation is unacceptable. The need for a staff which is knowledgeable in the operation of the facility, has the ability to troubleshoot issues and implement timely and competent solutions is seen as critical.
2. **Response Capability:** On January 18, 2006, the "on-call" representative for Eco Resources (Deven) failed to timely respond to the report of a sewer spill. City and Fire District personnel were required to respond and handle the situation. It is our understanding that this person lives in Rio Vista which would prevent the required one (1) hour response time as per the contract.
 3. **Training:** In discussions with the local personnel, it is evident that Eco Resources is not providing training in the areas of supervision and management.

Kathy, the final inspection and acceptance of the Carter Ranch Lift Station was conducted by Eco Resources (Jim Whitaker). It is the City's expectation that this was done in an acceptable manner in order to facilitate the implementation of a quality facility for the City.

Breach #2:

The contract requires that Eco Resources provide timely analysis and recommendations to the City in regards to maintenance needs. It also is expected that Eco Resources will operate the City's wastewater collection system in an acceptable manner.

It has come to our attention that issues and problems with the Carter Ranch Lift Station have resulted in rather unorthodox methods of operating this section of the collection system. In recent months, it is our understanding that in lieu of recommendations on fixes for the pump and electrical problems, Eco Resources has implemented a system of turning off the lift station during the evenings, flooding (surcharging) the collection system, then returning the next morning to restart the pumps. This practice is wholly unacceptable and is an example of where Eco Resources is failing in its duties as our wastewater collection operator.

The system is designed to operate with the lift station engaged 24 hours per day and typical flows entering the well. It is not designed for a daily surcharging and release.

For approximately the past 5 months (according to residents), residents of the Dry Creek Meadows subdivision have been experiencing clogged laterals and sometimes the

inability to flush toilets, especially during evening and morning periods. This is clearly an indication of the surcharging of the system occurring under the current practice. The surcharging practice is causing unacceptable problems for the residents and is not an acceptable day to day operation acceptable to the City.

Breach #3- 803 Grant Ave- Sewer Spill and Response

For the second time within a month, the City experienced a sewer spill, this time at 803 Grant Ave, the Winters Trailer Park.

This spill included the discharge of approximately 300 gallons of effluent into the park driveway area. The following are problems with this incident:

1. **Response:** According to the Winters Fire Department, the on-call person was "Devon" who lives in Rio Vista. According to Captain Brad Lopez, Devon arrived approximately 2 hours after the call. Our contract provides that responses should take not longer than 1 hour. The poor response resulted in a more significant discharge.
2. **Clean up:** The overall quality of the clean-up was poor. Eco failed to clean affected properties, leaving a significant mess of solids and paper strewn over the driveways. It was completely unacceptable.

Conclusion:

It has become evident that the services and capabilities of Eco Resources in Winters has reached unacceptable levels. The inability to maintain and respond to incidents has reached a critical level.

Kathy, it is requested that Eco Resources immediately provide a comprehensive response to addressing these issues. They not only represent a breach of the contractual responsibilities of Eco Resources, but a concern to the overall operation of our facilities.

If Eco is unable to demonstrate both the capabilities and fitness for operating the Winters facilities, we will seek to terminate our contractual obligations in need of an operator capable of managing our operations.

Please provide a response no later than Monday, February 13, 2006 at 3:00 p.m.

Sincerely,

John W. Donlevy, Jr.
City Manager

Attachment B

**Letter to Kathy Stone-Regional Manager, ECO Resources
Dated August 30, 2006**

August 30, 2006

Kathy Stone, Regional Manager
ECO Resources, Inc.
P.O. Box 230
25010 Gardinier Ferry Road
Corning, CA 96021

RE: Sewer Operations- Breach of Contract and Request for Corrections

Dear Kathy:

On behalf of the City of Winters, please let this let serve as a Notice of Breach of Contract to Eco Resources for negligent operation of City facilities. The City is seeking immediate correction of the issues and a written plan from Eco Resources describing how service and facility improvements will occur and be maintained to ensure these issues do not arise in the future.

Specifically, the City finds Eco Resources in breach of Section 4.5 which generally includes Preventative, Corrective and Capital Maintenance of facilities subject to this contract.

Discussion of Issues:

Under Section 4.5, Eco Resources is responsible for the operation and maintenance of the East Street Pump Station and the Sewer Ponds located to the North of the City. In a recent inspection of these facilities, the City has found numerous deficiencies in the overall operation of the facilities and the conditions at these locations.

These include as follows:

East Street Pump Facility:

On July 24, 2006, an area-wide power outage occurred, resulting in the loss of power at this facility. Two issues arose due to this incident.

1. **Failure of Back-up Generator to Operate:** The backup generator did not activate, resulting in an overflow at the facility. While a spill did not occur, the reservoir at the facility filled to capacity and was on the verge of overflow. The failure of the generator to work resulted in the emergency phone dialer to not activate and no

Eco Resources personnel responded. Fortunately, the facility was checked by the Winters Fire Department who notified City personnel who contacted Eco.

2. **Breaches:**

- a. **General Operation:** The operation of critical back-up equipment is essential to the public health, safety and welfare. The fact that a critical shutdown occurred and no response from Eco jeopardized the integrity of the facility and could have resulted in a major overflow. Eco is responsible for the maintenance and successful operation of back-up equipment at this facility. The failure of the generator to operate as required and the failure of personnel to respond is viewed as a breach of the contract.
- b. **Phone Dialer Operation and Programming:** In the July 24 incident, the phone dialer did not operate and Eco was not aware of the electrical failure. The facilities are under the independent operation of Eco Resources and the City expects that incidents should be checked on by Eco absent City intervention. In this instance, the phone dialer did not operate (a dead battery in the dialer) and no persons from the Eco Staff responded. Subsequently, it was discovered that incorrect phone numbers were programmed into the dialer which would have prevented a correct call-out to Eco, even if it had operated.

The City considers the inoperability of the back-up generator, lack of due diligence to proactively check the facility during a power outage (requiring a City call) and the negligent programming of the phone dialer to be clear breaches of our contract. An emergency dialer with incorrect phone numbers is completely unacceptable and jeopardized the reliable and safe operation of the plant, as well as public health and safety.

Additional issues at the East Street Pump Station which require immediate attention.

- **Security:** During the examination of the facility, it has been found that critical switches and equipment are not locked. This must be corrected immediately.
- **Staff Qualifications:** It was clear that on July 24, Wes Mercado of Eco was not completely sure of all plant operations. Qualified and knowledgeable staff should respond at all times.

Wastewater Treatment Facility:

In a recent inspection of the wastewater treatment facility, numerous issues have been identified and photo documented. These issues include the following:

1. **Lack of Maintenance and Operation:** The condition of the pond facilities is completely unacceptable. The amount of weeds in the ponds, erosion of pond facilities, lack of weed abatement on the perimeter, inoperation of aeration ponds, improper setting of aeration equipment and the lack of general maintenance is

completely unacceptable. The amount of debris and equipment strewn throughout the pond facilities is an absolute mess. There is a clear demonstration that Eco Resources is failing to allocate appropriate resources to the maintenance of these facilities in a satisfactory manner.

2. **Negligent Maintenance of Equipment:** In an inspection of the pond facilities, the following was found:
- Water distribution pump lubrication reservoirs are empty and disconnected.
 - Water distribution pumps lack adequate oil and it is obvious that this is not being checked.
 - Power panels and out buildings are infested with rodents and mouse droppings fill the inside of critical panels.
 - The out-building was infested with birds, nests and droppings. The door into the structure was broken and allowed to remain open for birds to create one large bird house of a City owned facility.
 - The aerator in one of the ponds is operating, but is incorrectly set into the pond so as to provide no aeration. This is a waste of electricity and a demonstration of inadequate operation of the facility.
 - The aerator in one pond is not operational and encrusted with debris.

The lack of proper operation of these facilities can lead to the deterioration and eventual failure of this equipment. Eco Resources is responsible for the efficient and competent operation of these facilities. The current conditions are a clear demonstration of negligent operation and overall lack of care of City owned facilities and equipment. This is a clear breach of the contract with the City.

- Debris is strewn throughout the facility. Toy chairs, broken tools and debris litter the entire facility. Pulled weeds lay across many areas of the facility.

The lack of both care and appearance at the facility is completely unacceptable.

Summary:

The contract between Eco Resources and the City of Winters is for the professional operation and maintenance of City owned facilities. A basic tenet of the agreement is that your company will properly maintain and operate these facilities in a standard acceptable to the wastewater industry. Section 4.5 clearly indicates that Eco will provide ongoing Preventative, Corrective and Capital repairs and maintenance. That is currently not being done.

The City requests a comprehensive plan for re-establishing the City facilities to an acceptable level of maintenance and operation. All deficiencies shown in pictures and in this letter must be corrected immediately.

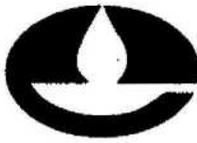
The City requests that a written plan be provided by Eco Resources no later than September 14, 2006. All deficiencies must be corrected within 90 days of this letter or your contract will be deemed terminated.

If you have any questions, please do not hesitate to contact me at (530) 795-4910 Extension 110.

Sincerely,

John W. Donlevy, Jr.
City Manager

CC: President/CEO- Eco Resources.



ECO Resources, Inc.
A Southwest Water  Company

February 19, 2007

Mr. John W. Donlevy, Jr.
City Manager, City of Winters
318 First St.
Winters, CA 95694-1923

Re: Notice of Breach Letter Dated February 2, 2007

Dear Mr. Donlevy:

Let me begin by stating that ECO Resources (ECO) and Southwest Water Services Group (SWWSG) intend to address and remedy the issues you have outlined in the above referenced letter and to implement, immediately, a corrective action plan.

The City of Winters and ECO have been partners since November 1, 1998 and with the contract extension of 2002 for ten years it is important that we resolve these issues and move forward.

On page four of the above referenced letter, under "Plan for Correction" you have asked ECO to develop a corrective plan that addresses the following:

- Replacement of current management personnel
- A commitment of qualified staff to manage and operate the current facilities
- Assignment of trained and competent staff
- Implementation of a comprehensive work program to alleviate concerns regarding potential incompetent operation by ECO.

During our meeting with you on February 13, 2007 you spoke highly of Rick Harris, ECO's Facility Manager at Winters when you started as City Manager. You said you respected Rick's take charge approach and felt confident with his abilities. ECO has contracted with Rick to oversee the facility operations, remedy the issues stated in the above mentioned letter and to evaluate the entire facility and present recommendations to you for improving the facility's overall operation. The Winters staff will report to Rick and Rick will report directly to me. Rick's first day is March 16, 2007.

The current staff at Winters includes Karen Honer a Grade V certified wastewater operator, Wes Mercado a Grade II certified wastewater operator and Ron Bell, laborer. Both Karen and Wes have the proper certifications to operate your facility. ECO is

ATTACHMENT D



ECO Resources, Inc.

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presently conducting a search for a Facility Manager to take over the day to day operations and management of the facility.

We are also conducting a search to upgrade the laborer position to a Grade I or II operator. Once ECO has completed its search for a Facility Manager and Grade I or II operator they will be assigned to the City of Winters contract. While we cannot predict how long these searches will take, we are putting our full attention on hiring competent staff as quickly as possible.

The third item deals directly with the first two bullet points and to a greater extent the fourth bullet point. It is ECO's commitment to the City of Winters to assign competent staff and to make sure they are properly trained to operate the facility. The programs detailed next will elaborate on this.

ECO will be implementing a comprehensive program that deals with contract deliverables, safety, regulatory, maintenance, operations, client satisfaction, standard operating procedures (SOP) as well as facility and personnel goals for the year. I have attached, as part of this response, the documents we use at one of our contracts in Southern California. Charlie Grace, ECO's District Operations Manager for Central California has been tasked with developing similar documents as it pertains to the Winters' contract and Regional Water Quality Control Board's discharge permit (WDR) for Winters. These documents will be submitted to you no later than March 16, 2007.

The deliverables is a nexus spreadsheet that shows the due dates of all deliverables that are associated with the contract and the discharge permit. It is a visual document for everyone to use to assure they meet all reporting requirements.

The safety, regulatory, maintenance and operations are check sheets specific to the facility. These check sheets will be used by staff as a means to insure compliance with contract requirements. This check sheet will also be used by Rick Harris to monitor progress the staff is making towards accomplishing the tasks. I will be visiting Winters monthly and I will use the check sheet as a means of evaluating the staff.

Client satisfaction – On my monthly visits I will arrange to meet with you to discuss the 12 items listed on the spreadsheet. I will use your responses to inform the staff where we are performing or improving as well as to discuss the areas where you, our client, feel we need to improve. I propose our first monthly meet to occur on March 6, 2007.

One of Rick Harris first responsibilities will be to review every SOP and determine if they are appropriate, up to date, complete and concise. Once the SOP's have been reviewed and updated a copy will be kept in the office and a laminated copy will be



ECO Resources, Inc.

A Southwest Water  Company

placed at the site or with the equipment it pertains to. Charlie Grace has been tasked with assisting Rick with this responsibility.

Finally, a list of goals and timeframes to accomplish this will be established for the facility as a whole and for each individual assigned to the facility. These goals will be reviewed by me during my monthly visit to assure we are making the appropriate progress towards meeting those goals.

John, when Pat Reilly, Randy Jones and I met with you last week we assured you that you had not just our attention, but also Steve Held's. Steve has hired Chuck Proffitt, who will serve as the SWWSG Executive Vice President (his hiring announcement is attached). Our management team is committed to delivering on our "comprehensive work program" and we believe will regain the confidence of you and the City of Winters.

It is our desire to reestablish ourselves in the City's eyes as an experienced and professional services company that the City, as well as its residents, considers a partner in everything the City wants to accomplish in the coming years.

I look forward to meeting with you on Tuesday the 20th to discuss our plan and receive your comments and input.

Respectfully,

Vice President, Western Region

	Facility Name	Name of Reviewer		Date of Review
		Yes	No	Comments
	Safety			
1	Copy of Written Safety Program on site			
2	Copy of Written Safety Manual on site			
3	Facility has a current Injury Illness Pollution Prevention Program (IIPP)			
4	Facility has a current Emergency Response Program			
5	Facility has a current Hazardous Materials Business Plan			
6	Facility has a clearly labeled RIGHT TO KNOW STATION			
7	Facility has a MSDS binder for chemicals currently being used			
8	Facility has an archive MSDS binder for chemicals no longer being used			
9	Facility is conducting OSHA mandated routine safety training			
10	Facility is conductin routine (weekly) tailgate trainings			
11	Hazardous Materials (gas, hypo chlorite etc.) are stored properly			
12	Facility has appropriate labeling on all chemical containers			
13	Facility has Accident reporting forms available & in well know location			

Created by:
Charles Grace
Bob Haifey

	Facility Name	Name of Reviewer		Date of Review
		Yes	No	Comments
	Regulatory			
1	Data is entered in a computerized data management system for use in monthly regulatory reports and process control reports			
2	Are all projects regulatory records maintained in well-identified files and archived according to permit requirements			
3	Is completed project records and backup data stored in an accessible and safe place			
4	Are regulatory external communications documented and easily retrived			
5	Is a regulatory phone log maintained and up to date			
6	Is all mail date stamped			
7	Are EEO/AA Federal and State information posted			
8	Are personel files on site locked			
9	Are original personel files sent to HR			
10	Is a visitors log being maintained			
11	Does operations daily log book contain objective and clear information			
12	Are all necessary certifications and resources available at the facility			
13	Is the project performing in compliance with all regulatory agency requirements			
14	Are copies of all regulatory permits made available to staff			

Created by:
Charles Grace
Bob Haifley

	Facility Name	Name of Reviewer		Date of Review	
		Yes	No	Comments	
	Maintenance				
1	Are all major equipment items (in place for more than 30 days) entered into the CMMS database				
2	Available name plate data is entered for at least 90 percent of the major equipment items				
3	Field check of 10 percent or not more than 20 equipment items verifies accuracy of data as entered				
4	Manufacturers' catalog data is available for all major and critical equipment items				
5	Critical Equipment Emergency Plan is available				
6	CMMS database is backed up monthly				
7	Critical SOPs are available for maintenance staff for spill reporting, accident reporting, emergency repairs, safety procedures / MSDS, LOTO and Confined Space Entry				
8	At least two persons associated with the project demonstrate a workable knowledge with the maintenance management system being used				
9	Preventive maintenance (PM) tasks are assigned in accordance with manufacturers' recommendations or practice, as modified by local requirements for good maintenance				
10	Supervisor routinely spot checks randomly selected PM tasks to verify performance of the tasks (lube levels, valve operation, etc.)				
11	The calibration of all flow meters used for permit reported data has been completed and documented within the past 12 months or less frequently as required by the regulatory agency				
12	A review of 10 percent or not less than 5 closed Wos indicates: problem and corrective action taken is clearly identified man hours and materials cost are entered accurately				
13	A priority list of recommended capital improvements is prepared at least once per year in a form suitable for review by the DOM and/or client				
14	Safety concerns and procedures are noted on all CM Work Orders as required. This would include but no limited to the following LOTO, Confined Space Entry and MSDS				
15	An inventory of all sapes by location has been completed within the previous 12-month period				

Created by:
Charles Grace
Bob Haifley

16	The stocking levels of critical spare parts is adequate				
17	Spares are stored in secure proper locations and can be retrieved easily and quickly when needed				

Facility Name		Name of Reviewer		Date of Review
Client Satisfaction		Yes	No	Comments
1	Do we fulfill our contractual obligations			
2	Do we respond positively and in a timely manner to request			
3	have we provided all mutually agreed on deliverables in a timely fashion			
4	do we offer suggestions for improvements on program areas such as CIP in an fashion			
5	Do we communicate satisfactorily			
6	Do we seem to be fair and equitable			
7	do we get the job done adequately			
8	Are our clients satisfied			
9	Have the areas in which our clients want us to improve been identified and acted on			
10	Does the Manager or designated representative actively participate in council or board meetings as appropriate			
11	Did the client have the opportunity to be involved in picking and/or approving a community involvement activity			
12	Are all necessary skills and resources available at the project			
Client Feedback Questions				
1	What do we do well			
2	What could we do better			



Southwest Water Company

NEWS RELEASE

**Charles W. Profilet, Jr., Named Executive Vice President
of Southwest Water Services Group**

LOS ANGELES, Calif., Feb. 16, 2007 — Southwest Water Company (NASDAQ: SWWC) welcomes Charles W. Profilet, Jr., P.E., to the new position of executive vice president of the national utility management corporation's Southwest Water Services Group division, headquartered in Sugar Land, Tex., near Houston. He will be responsible for the division's operations, sales and marketing, focusing initially on increasing margins by improving customer service, contract compliance and training.

In making the announcement, Steve Held, president of Southwest Water Services Group, noted that, "Chuck has an ideal mix of operational and strategic experience. Because he knows all facets of our industry—utility management, facility start-up, financial matters, treatment modalities, regulatory compliance—he will be an outstanding addition for us."

Profilet brings to his new post 22 years of industry experience. Since 2004, he had been vice president of MWH Global's 80-million-gallon-per-day Houston Northeast Purification Plant. He joined MWH in 1985 as a project manager, was promoted in 1992 to Houston regional manager and rose to vice president in 1995. In 2003, he led the launch of the company's Advanced Treatment Group, which specializes in the design, construction and start-up of membrane-based treatment facilities.

Profilet earned a bachelor of science degree in civil engineering from Colorado State University. He is a certified professional engineer in Texas, Florida and New York.

Southwest Water Company offers a broad range of water and wastewater operations, maintenance and management services, including water production, treatment and distribution; wastewater collection and treatment; customer service and utility infrastructure construction management. The company owns regulated public utilities and also serves cities, utility districts and private companies through contract

operations. Approximately two million people from coast to coast depend on Southwest Water Company for expert, reliable service. Visit the company's website, www.swwc.com, for more information and career opportunities.

For Further Information:

Southwest Water Company
624 S. Grand Ave., Suite 2900
Los Angeles, CA 90017
(213) 929-1846
www.swwc.com

CONTACT: DeLise Keim
Director of Corp. Communications

PondelWilkinson Inc.
1880 Century Park East, Ste. 700
Los Angeles, CA 90067
(310) 279-5969
www.pondel.com
CONTACT: Robert Jaffe

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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE : March 6, 2007
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Winters Library

RECOMMENDATION:

That the City Council:

1. Approve the determination to terminate the contract of Paul Roberts & Partners as the architect for the Winters Joint Use Library; and
2. Support the immediate release of a new RFQ for Library Architecture Services.

DISCUSSION:

On Monday, February 26, 2007, the Library Partners Committee met with architect Paul Roberts to review the cost estimate for the design development phase of the Winters Library Project. Davis Langdon, a professional cost-estimating firm, prepared the estimate. The construction estimate is frankly staggering. The construction alone is estimated at \$5,152,000.00-- 48% (or \$1.6 million) over our budgeted amount of \$3,470,000.00. This follows ten months of value engineering efforts to bring the schematic design estimate into budget and actually exceeds rather than reduces the March 2006 estimate. The \$5.2 million budget approved included total construction costs, fees, furnishings and equipment.

Alternatives proposed by Roberts require a significant reduction in square footage and a total re-design of the building. The community and stakeholders have worked tirelessly for the past five years, and we are committed to moving the project forward. However, the County of Yolo, with the concurrence of Katy Curl, myself, and WJUSD Superintendent Dale Mitchell have recommended that the County end the contractual relationship with Paul Roberts, architect, regarding the construction of the Winters library. While progress has been made on the library project to date, much work remains to be done. This committee feels that leadership from a new architect will increase the success of our project.

The County is presently preparing a RFP in order to recruit and select a new architect. We estimate the timeframe for this activity to be about 6-8 weeks. Once a new architect has been selected, next steps will include...

FISCAL IMPACT:

The City and the Community Development Agency have contributed almost \$40,000 toward the design which will be lost to this decision. Hopefully, a new architect will be able to get the library project on budget and the value will be made up in a revised design.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 6, 2007
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Treasurer Report for January 31, 2007

RECOMMENDATION:

The City Council receives and file the City of Winters Treasurer's Report for January 31, 2007.

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 51% of budgeted. The following items affect how the cash flows into the general fund.

- The first installment of Property tax has been received from the county and is 55% of the budgeted amount..
- The first installment of Property tax in lieu of sales tax has been received from the county and is 49% of the budgeted amount, the true up (a small deduction) for the over estimation of this funding from 05-06 is included in this first installment.
- The first installment of Property tax in lieu of VLF has been received from the county and is 55% of the budgeted amount.
- 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 58% of budgeted.
- Building permit fees collected are 61% of budgeted, while the building permit supplement fee is 70% of budgeted

General Fund Expenditures are 47% of the budgeted expenditures. Staff is continuing to be frugal in expenditures.

Other Funds:

Fund 211: Expenditures are 46% of budgeted and the first installment of the City Wide Assessment fee has been received from the county and is 30% of the budgeted amount.

Fund 221: Expenditures are 40% of budgeted.

Fund 231: Expenditures are 44% of budgeted.

Fund 251: Expenditures are over budget due the traffic survey undertaken for the police department.

Funds 701 and 711: The first installment on property taxes has been received in and are 61% and 59% of budgeted. Expenditures for these funds are 65% of budget for the Community Development Increment fund due to funding the swimming pool in advance of receiving the funds from the developers. The Low income housing expenditures are 54% of budget due to the commencement of the Winters Apartments II (The CHOC) project.

Fund 611: Revenues are 60% of budget, and Expenditures are 49% of budgeted.

Fund 621: The Sewer O & M fund expenditures are 62% of budgeted while revenues are 59% of budgeted. .

FISCAL IMPACT:

None

City of Winters
General Fund Revenue Summary
July 1, 2006 through January 31, 2007

		% of Year Complete			58%
G/L Code	Account Description	Budget FY 06-07	January Revenues	Year to Date Revenues	% of Budget Received
101-41101	Property Tax	\$ 635,680	\$352,430	\$ 352,430	55%
101-41102	Property Tax in Lieu of Sales Tax	91,415	45,115	45,115	49%
101-41103	Property Tax in Lieu of VLF	445,055	245,595	245,595	55%
101-41401	Sales & Use Tax	270,000	19,100	109,066	40%
101-41402	Prop 172	24,000	15,357	15,357	64%
101-41403	Franchise Fee	167,000	38,058	66,974	40%
101-41404	Property Transfer Tax	15,000	11,196	11,196	75%
101-41405	Utility Tax	377,822	30,619	172,613	46%
101-41406	Municiple Services Tax	277,200	23,160	162,015	58%
101-41408	TOT Tax	3,800	741	1,576	41%
101-41511	Off-Highway VLF	200			0%
101-46101	Building Permit Surcharge	97,611	3,783	68,725	70%
101-41407	Business Licenses	19,000	16,102	20,039	105%
101-46102	Building Permits	54,471	3,164	33,054	61%
101-46103	Encroachment Permit	1,000	75	175	18%
101-46104	Other Licenses & Permits	28,087	1,676	19,879	71%
101-41507	Motor Vehicle in Lieu	59,000	4,481	29,928	51%
101-41509	Homeowners Property Tax Relief	18,368	8,603	8,603	47%
101-48106	Post Reimbursement	3,000	(36)	2,628	88%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	100	91	143	143%
101-42103	Plan Check Fees	39,874	1,117	19,769	50%
101-42104	Planning Application Fees	5,000	200	1,778	36%
101-42105	Sales of Maps and Publications	150		213	142%
101-42108	Police Reports		64	462	
101-42109	Fingerprint Fees	5,000	156	1,861	37%
101-42111	Towing/DUI Reimbursement	2,000	315	1,090	55%
101-42112	Ticket Sign Off Fees		35	150	
101-42201	Recreation Fees	4,000		2,766	69%
101-42203	Youth Drama Revenues	3,000	1,800	1,800	60%
101-42205	Basketball Revenues	3,000	350	4,690	156%
101-42211	Pool Ticket Sales	1,000			0%
101-42301	Park Rental	500		255	51%
101-42302	Library Hall Rental	1,500	100	341	23%
101-42303	Community Center Rental	14,000	241	9,576	68%
101-42304	Community Center Insurance Collecte	250		2,444	978%
101-44101	Rents/Leases Revenues	20,000	891	23,495	117%
101-43110	Fines-No Building Permits	750	432	1,017	136%
101-44102	Interest Earnings	97,400	12,398	35,608	37%
101-46106	Reinspect Fee	50			0%
101-49102	Reimbursements/Refunds			1,936	
101-49104	Miscellaneous Revenues	20,000	1,634	48,095	240%
101-49106	Cash Over/Short		9	(1)	
101-49108	Commissions on Coke Machine	100		45	45%
101-49109	Developer Planning Reimbursement	78,592	5,319	15,411	20%
101-49111	Fireworks Contributions	3,000		2,666	89%
101-49999	Interfund Operating Transfer	160,000			0%
Total General Fund Revenues		\$3,046,975	\$844,371	\$1,540,578	51%

City of Winters
Summary of Revenues
July 1, 2006 through January 31, 2007

Fund	Fund Description	Budget FY 06-07	January Actual	% of Year Complete		% of Budgeted Revenues Received
				Year to Date Revenues	Amount of Budget to be Received	
101	General Fund	\$ 3,046,975	\$ 844,369	\$ 1,540,578	\$ 1,506,397	51%
106	Monitoring Fee	203,133	966	1,967	201,166	1%
211	City Wide Assessment	319,112	94,309	94,309	224,803	30%
212	Flood Assessment District	142	44	89	53	63%
221	Gas Tax	130,508	35,145	80,324	50,184	62%
223	PERS Trust Fund	15,136	4,668	9,502	5,634	63%
231	State COPS AB1913	106,450	1,505	3,452	102,998	3%
243	'96 COPS MORE Grant	43	19	39	4	91%
251	Traffic Saftey	11,590	16,526	19,354	(7,764)	167%
252	Asset Forfieture	559	703	882	(323)	158%
254	Vehicle Theft Deterrent	7,133	349	711	6,422	10%
261	Traffic Congestion Relief	30,110	690	60,088	(29,978)	200%
262	Street Grants	748,000			748,000	
271	Prop 40 Grant	44,000		44,000		100%
274	Park Grant			3,472	(3,472)	
291	Beverage Recycling	5,430	168	5,302	128	98%
294	Transportation	356,907	(388)	3,201	353,706	1%
297	Jobs Housing Balance Grant	15,000			15,000	
298	Workforce Grant		10,333	10,333	(10,333)	
311	STBG 700 Housing	7,101	479	4,859	2,242	68%
313	STBG 96-1043 Housing & Public W	7,645	727	3,742	3,903	49%
321	EDBG 99-688 Buckhorn	16,168	3,310	12,119	4,049	75%
322	EDBG 96-405 Cradwick		834	2,109	(2,109)	
351	RLF Housing Rehab	3,854	521	2,598	1,256	67%
352	RLF Affordable Housing	5,104	586	3,487	1,617	68%
355	RLF Small Business		5,670	22,101	(22,101)	
411	Street Impact Fee	1,104,143	17,355	202,470	901,673	18%
412	Storm Drain Impact Fee	9,081	1,706	4,323	4,758	48%
413	Parks & Recreation Impact Fee	5,836,593	995	95,695	5,740,898	2%
414	Public Saftey Impact Fee	963,755	3,977	91,275	872,480	9%
415	Fire Impact Fee	1,009,496	2,669	39,065	970,431	4%
416	General Facilities Impact Fee	1,612,244	3,676	56,290	1,555,954	3%
417	Water Impact Fee	302,022	6,656	77,824	224,198	26%
418	Sewer Impact Fee	2,379,551	9,953	133,385	2,246,166	6%
421	General Fund Capital	221,595	6,595	13,423	208,172	6%
422	Landfill Capital	15,304	4,579	9,322	5,982	61%
424	Parks & Recreation Capital	1,609,803	475	32,832	1,576,971	2%
427	Capital Equipment	114,072	5,823	113,844	228	100%
481	General Plan 1992	119,900		35,989	83,911	30%
482	Flood Control Study	48	15	30	18	63%
492	RAJA Storm Drain	1,463	445	905	558	62%
494	CARF	6,250	1,091	4,646	1,604	74%
495	Monitoring Fee	119,900		35,989	83,911	30%
496	Storm Drain Non-Flood	9	3	5	4	56%
501	General Debt Service	1,684	877	1,786	(102)	106%
502	General LTD		2	4	(4)	
611	Water O & M	692,383	60,059	417,659	274,724	60%
612	Water Reserve	3,351	1,743	7,193	(3,842)	215%
621	Sewer O & M	822,554	69,478	483,273	339,281	59%
623	Sewer Bond	37,550	15,046	17,638	19,912	47%
701	Community Redevelopment	1,493,060	863,894	910,942	582,118	61%
702	RDA Project Area Fund	138,767	37,716	43,202	95,565	31%
711	Community Redevelopment LJH	364,556	216,630	216,630	147,926	59%
712	RDA Housing Project Area	115,495	19,697	93,498	21,997	81%
751	Community Redevelopment LTD	14,992	89	4,049	10,943	27%
821	Winters Library	223,022	5,867	11,941	211,081	5%
831	Swim Team	65,350	1,085	63,342	2,008	97%
Total Revenues		\$24,478,093	\$2,379,729	\$ 5,147,087	\$ 19,331,006	21%

City of Winters
 Summary of Expenditures
 July 1, 2006 through January 31, 2007

Fund	Fund Description	Budget FY 06-07	January Actual	% of Year Complete		Actual/ Budget %
				Year to Date Actual	Unused Balance	
101	General Fund Expenditures by Deps					58%
110	City Council	\$ 2,387	\$ 67	\$ 341	\$ 2,046	14%
120	City Clerk	15,146	264	3,775	11,371	25%
130	City Treasurer	333	28	201	132	60%
150	City Attorney	114,863	96	34,244	80,619	30%
160	City Manager	27,123	2,238	13,475	13,648	50%
170	Administrative Services	152,986	13,554	80,298	72,688	52%
180	Finance	3,960	230	2,173	1,787	55%
210	Police Department	1,604,569	206,789	882,883	721,686	55%
310	Fire Department	376,300		125,433	250,867	33%
410	Community Development	433,470	35,822	194,113	239,357	45%
420	Building Inspections	122,237	12,778	70,924	51,313	58%
610	Public Works-Administration	404,563	16,944	130,259	274,304	32%
660	Public Works-Streets		3,269	3,269	(3,269)	
710	Recreation	139,644	2,348	42,299	97,345	30%
720	Community Center	93,437	4,400	44,472	48,965	48%
999	Transfers Out	68,461			68,461	
	Total General Fund Expenditure	\$ 3,491,018	\$ 298,827	\$1,628,159	\$ 1,862,859	47%
211	City Wide Assessment	318,682	22,751	146,545	172,137	46%
221	Gas Tax Fund	125,272	4,388	54,797	70,475	44%
231	State COPS 1913	201,663	14,975	74,743	126,920	37%
243	'96 COPS MORE Grant	600			600	
251	Traffic Safety	17,000	315	18,817	(1,817)	111%
261	Traffic Congestion Relief	5,000			5,000	
262	Street Grants	748,000			748,000	
291	Beverage Recycling Grant	8,000	89	4,506	3,494	56%
294	Transportation	304,769	63,134	135,858	168,911	45%
298	Workforce Housing	15,000		10,982	4,018	73%
311	STBG 700 Housing Rehab	7,101	479	4,859	2,242	68%
313	STBG 96-1043 Housing & Public W	7,645	727	5,016	2,629	66%
321	EDBG 99-688 Buckhorn	16,168	2,070	12,119	4,049	75%
322	EDBG 405-Cradwick		834	835	(835)	
352	RLF Affordable Housing			1,450	(1,450)	
411	Street Impact Fee	416,832		41	416,791	
412	Storm Drain Impact Fee	68,556		560	67,996	1%
413	Park & Recreation Impact Fee	880,971	600	838,061	42,910	95%
414	Public Safety Impact Fee	489,297	27,521	32,698	456,599	7%
415	Fire Impact Fee	464,697	344	1,230	463,467	
416	General Facility Impact Fee	8,697		19	8,678	
417	Water Impact Fee	68,607	1,918	2,030	66,577	3%
418	Sewer Impact Fee	3,896,658	1,428	2,998	3,893,660	
421	General Fund Capital	38,556			38,556	
422	Landfill Capital	17,650	4,248	4,564	13,086	26%
423	Street Capital	60,000			60,000	
424	Parks & Recreation Capital	1,725,000		125,000	1,600,000	7%
427	Equipment Replacement Fund	110,500		77,547	32,953	70%
492	RAJA Storm Drain Capital	1,098,808		7	1,098,801	
494	CARF	40,000			40,000	
495	Monitoring Fee	119,900		35,989	83,911	30%
611	Water O & M	784,969	43,393	383,408	401,561	49%
612	Water Reserve			4,429	(4,429)	
621	Sewer O & M	1,025,821	192,927	639,800	386,021	62%
623	Sewer Bond	11,500		3,000	8,500	26%
651	Central Service Overhead		2,620	160	(160)	
701	Community Redevelopment	2,135,474	242,654	1,390,837	744,637	65%
702	RDA Project Area Fund H	2,437,426	139,508	504,744	1,932,682	21%
711	Community Redevelopment LIH	324,057	6,709	173,452	150,605	54%
712	LIH Bond Proceeds	1,450,000		1,391,409	58,591	96%
751	Community Redevelopment LTD			11,425	(11,425)	
831	Swim Team	63,054		51,802	11,252	82%
	Total Expenditures	\$23,071,409	\$1,072,459	\$7,773,896	\$15,297,513	34%

City of Winters
Fund Balances Report
Estimated Fund Balances as of January 31, 2007

Fund	Fund Description	Audited Fund Balance 6/30/2006	Current Year Revenues	Current Year Expenditures	Transfers in/(out)	Estimated Ending Fund Balance	Change From 6/30/2006
101	General Fund	\$ 2,731,636	\$1,540,578	\$ 1,628,159	\$ -	\$ 2,644,055	\$ (87,581)
208	First Time Homebuyer	73,610	1,967	-	-	75,577	1,967
211	City Wide Assessment	70,253	94,309	146,545	-	18,017	(52,236)
212	Flood Assessment District	3,337	89	-	-	3,426	89
221	Gas Tax	(60,163)	80,324	54,797	-	(34,636)	25,527
223	PERS Trust Fund	355,628	9,502	-	-	365,130	9,502
231	State COPS 1913	174,075	3,452	74,743	-	102,784	(71,291)
243	'96 COPS MORE Grant	1,490	39	-	-	1,529	39
251	Traffic Saftety	154,424	19,354	18,817	-	154,961	537
252	Assct Forfeiture	13,141	882	-	-	14,023	882
254	Vehicle Theft Deterrent	26,620	711	-	-	27,331	711
261	Traffic Congestion Relief	22,833	60,088	-	-	82,921	60,088
271	Prop 40 Grant	(44,000)	44,000	-	-	-	44,000
274	Park Grant	(4,003)	3,472	-	-	(531)	3,472
291	Beverage Recycling Grant	12,390	5,302	4,506	-	13,186	796
294	Transportation	156,317	3,201	135,858	-	23,660	(132,657)
298	Workforce Grant	13,902	10,333	10,982	-	13,253	(649)
311	STBG 700 Housing	-	4,859	-	(4,859)	-	-
313	STBG-96-1043 Housing and P	(27,796)	3,742	-	(5,016)	(29,070)	(1,274)
321	EDBG 99-688 Buckhorn	-	12,119	-	(12,119)	-	-
322	EDBG 96-405 Cradwick	(1,274)	834	-	440	-	1,274
351	RLF Housing Rehabilitation	35,591	655	-	1,944	38,190	2,599
352	RLF Affordable Housing	39,002	572	-	1,465	41,039	2,037
355	RLF Small Business	140,991	3,955	-	18,146	163,092	22,101
411	Street Impact Fee	1,249,927	202,470	41	-	1,452,356	202,429
412	Storm Drain Impact Fee	159,978	4,323	560	-	163,741	3,763
413	Parks & Recreation Impact	819,567	95,695	838,061	-	77,201	(742,366)
414	Public Saftety Impact Fee	241,367	91,275	32,698	-	299,944	58,577
415	Fire Impact Fee	174,640	39,065	1,230	-	212,475	37,835
416	General Facilities Impact	231,213	56,290	19	-	287,484	56,271
417	Water Impact Fee	442,893	77,824	2,030	-	518,687	75,794
418	Sewer Impact Fee	(369,934)	133,385	2,998	-	(239,547)	130,387
421	General Fund Capital	502,408	13,423	-	-	515,831	13,423
422	Landfill Capital	349,142	9,322	4,564	-	353,900	4,758
424	Parks and Recreation Capit	129,300	32,832	125,000	-	37,132	(92,168)
427	Equipment Replacement Fund	234,691	63,716	77,547	50,128	270,988	36,297
481	General Plan 1992	(616,187)	-	-	35,989	(580,198)	35,989
482	Flood Control Study	(123,870)	30	-	-	(123,840)	30
492	RAJA Storm Drain	24,468	905	7	-	25,366	898
494	CARF	49,828	4,646	-	-	54,474	4,646
495	Monitoring Fee	-	35,989	-	(35,989)	-	-
496	Storm Drain Non-Flood	204	5	-	-	209	5
501	General Debt Service	66,844	1,786	-	-	68,630	1,786
502	General LTD	26,202	4	-	-	26,206	4
611	Water O & M	438,048	417,659	364,802	(18,606)	472,299	34,251
612	Water Reserve	38,144	7,193	4,429	-	40,908	2,764
621	Sewer O & M	2,812,232	483,273	608,278	(31,522)	2,655,705	(156,527)
623	Sewer Bond	72,457	17,638	3,000	-	87,095	14,638
651	Central Service Overhead	(2,460)	-	160	-	(2,620)	(160)
701	Community Redevelopment	2,348,447	899,517	1,390,837	11,425	1,868,552	(479,895)
702	RDA Project Area	2,610,810	43,202	504,744	-	2,149,268	(461,542)
711	Community Redevelopment LI	586,995	216,630	173,452	-	630,173	43,178
712	RDA Housing Project Area	2,580,057	93,498	1,391,409	-	1,282,146	(1,297,911)
751	Community Redevelopment LT	556,738	4,049	-	(11,425)	549,362	(7,376)
821	Winters Library	446,931	11,941	-	-	458,872	11,941
831	Winters Library	73,320	63,342	51,802	-	84,860	11,540
911	General Fixed Assets	4,543,056	-	-	-	4,543,056	-
Total Fund Balance		\$24,585,460	\$5,025,266	\$ 7,652,075	\$ 1	\$21,958,652	\$ (2,626,808)

City of Winters
Cash and LAIF Balances
Balance on Hand as of January 31, 2007

Fund#	Fund Description	Balance 6/30/06	Balance 1/31/07
101	GENERAL FUND	\$ 2,888,327	\$ 2,706,472
208	FIRST TIME HOMEBUYER	72,860	75,576
211	CITY WIDE ASSESMENT	65,560	12,590
212	FLOOD ASSESSMENT DISTRICT	3,303	3,426
221	GAS TAX	(73,474)	(34,636)
223	PERS TRUST FUND	352,008	365,130
231	STATE COPOS 1913	172,342	102,784
243	COPS MORE GRANT	1,475	1,529
251	TRAFFIC SAFTEY	157,185	154,961
252	ASSET FORFEITURE	13,008	14,023
254	VEHICLE THEFT DETERRENT	26,349	27,331
261	TRAFFIC CONGESTION RELIEF	22,601	82,921
271	PROPOSITION 40 GRANT	(44,000)	
274	PARK GRANT	(531)	(531)
291	BEVERAGE RECYLING FUND	12,265	13,186
294	TRANSPORTATION(INCLUDING BUS SE	153,117	28,466
298	WORKFORCE GRANT	13,902	13,253
313	STBG 96-1043	1,274	
322	EDBG 96-405 CRADWICK BUILDING	(1,274)	
351	RLF HOUSING REHABILITATION	23,704	25,926
352	RLF AFFORDABLE HOUSING	21,371	23,613
355	RLF SMALL BUSINESS	139,542	163,092
411	STREET IMPACT FEE	1,143,120	1,357,356
412	STORM IMPACT FEE	128,655	133,740
413	PARKS AND RECREATION IMPACT FEE	813,932	77,201
414	POLICE SAFTEY IMPACT FEE	239,375	286,584
415	FIRE IMPACT FEE	173,327	212,475
416	GENERAL FACILITIES IMPACT FEE	228,860	287,484
417	WATER IMPACT FEE	438,416	518,687
418	SEWER IMPACT FEE	640,353	777,010
421	GENERAL FUND CAPITAL	497,294	515,832
422	LANDFILL CAPITAL	350,257	353,900
424	PARKS AND RECREATION CAPITAL	127,984	37,132
427	CAPITAL EQUIPMENT FUND	232,302	455,420
429	SERVICE RESERVE	500,000	518,638
481	GENERAL PLAN 1992 STUDY	(616,187)	(580,198)
482	FLOOD CONTROL STUDY	1,118	1,160
492	RAJA STORM DRAIN	33,712	34,955
494	CAPITAL ASSET RECOVERY FEE	49,321	54,474
496	STORM DRAIN NON FLOOD	202	209
501	GENERAL DEBT SERVICE	66,349	68,630
502	GENERAL LTD		153
611	WATER O & M	173,692	176,120
612	WATER RESERVE	36,564	37,499
621	SEWER O & M	333,751	126,379
623	SEWER BOND	188,790	207,095
651	CENTRAL SERVICES	5,879	(2,620)
701	REDEVELOPMENT	2,287,113	1,868,551
702	RDA PROJECT AREA	2,581,588	2,149,267
711	REDEVELOPMENT LIH	550,091	630,173
712	RDA HOUSING PROJECT FUND	2,707,948	1,282,146
751	REDEVELOPMENT LTD	6,748	7,000
821	WINTERS LIBRARY	442,382	458,872
831	SWIM TEAM	73,465	84,860
	TOTAL CASH	<u>\$18,457,315</u>	<u>\$15,915,296</u>



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 6, 2007
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Investment Report for January 31, 2007

RECOMMENDATION:

The City Council receive and file the City of Winters monthly investment report for January 2007

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings January 2007, 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 January 2007 include revenues from all of the above sources.

FISCAL IMPACT:

None.

City of Winters
Investment Earnings Report
July 1, 2006 through January 31, 2007

Fund	Fund Description	January Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND	\$ 12,398	\$ 35,608
212	FLOOD ASSESSMENT DISTRICT	44	89
223	PERS TRUST FUND	4,668	9,502
231	STATE COPS 1913	1,505	3,452
243	COPS MORE GRANT	19	39
251	TRAFFIC SAFTEY	1,792	3,780
252	ASSET FORFEITURE	173	351
254	VEHICLE THEFT DETERRENT	349	711
261	TRAFFIC CONGESTION RELIEF	690	1,405
291	BEVERAGE RECYCLE GRANT	168	302
294	TRANSPORTATION/BUS	1,183	3,201
311	STBG-700	36	493
313	STBG 96-1043	103	656
321	EDBG 99-688	834	5,938
322	EDBG 96-405 CRADWICK	834	834
351	RLF HOUSING REHAB	329	655
352	RLF AFFORDABLE HOUSING	298	572
355	RLF SMALL BUSINESS	2,039	3,955
411	STREET IMPACT FEE	17,355	38,148
412	STORM IMPACT FEE	1,706	3,473
413	PARKS & REC IMPACT FEE	995	11,953
414	POLICE IMPACT FEE	3,977	7,023
415	FIRE IMPACT FEE	2,669	5,031
416	GENERAL FACILITY IMPACT FEE	3,676	6,818
417	WATER IMPACT FEE	6,656	12,675
418	SEWER IMPACT FEE	9,953	18,721
421	GENERAL FUND CAPITAL	6,595	13,423
422	LANDFILL CAPITAL	4,579	9,322
424	PARKS & REC CAPITAL	475	2,232
427	EQUIPMENT REPLACEMENT FUND	5,823	8,920
482	FLOOD CONTROL STUDY	15	30
492	RAJA STORM DRAIN	445	905
494	CARF	691	1,370
501	GENERAL DEBT SERVICE	877	1,786
502	GENERAL LONG TERM DEBT	2	4
611	WATER O & M	923	1,879
612	WATER RESERVE	468	923
621	SEWER O & M	3,070	6,979
623	SEWER BOND	2,487	5,079
701	REDEVELOPMENT	16,146	51,770
702	RDA PROJECT AREA	37,716	43,202
711	REDEVELOPMENT LIH	5,443	5,443
712	RDA LIH PROJECT AREA	19,697	93,498
751	REDEVELOPMENT LTD	89	4,049
821	WINTERS LIBRARY	5,867	11,941
831	SWIM TEAM	1,085	1,379
Total Investmenet Earnings		<u>\$ 186,942</u>	<u>\$ 439,519</u>