

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

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 15, 2015 (pp. 5-8)
- B. Minutes of the Special Meeting of the Winters City Council Held on Wednesday, September 23, 2015 (pp. 9-11)
- C. Final Acceptance and Notice of Completion of Off-Site Improvements on Mermod Road by JR Builders (pp. 12)
- D. Resolution 2015-46, A Resolution of the City Council of the City of Winters Amending the 2015-2016 Adopted Operating Budget for Open Purchase Orders as of June 30, 2015 (pp. 13-14)
- E. Professional Services Contract Addendum with Wallace Kuhl for Stockpiled Soil Alternative Disposal at the Downtown Hotel Site (pp. 15-23)
- F. Downtown Hotel Soil Disposal Alternative, Informal Bid Contract Award (pp. 24-31)
- G. Consultant Services Agreement for Winters Highlands Technical Studies & Analysis (pp. 32-40)
- H. Approval of Funding for Design of Grant Avenue & West Main Signal and Pedestrian Improvements, Project No. 16-01 (pp. 41-43)
- I. Public Improvement Agreement for PG&E Gas Operation Technical Training Center (GOTTC) (pp. 44-69)

PRESENTATIONS

Certificates of Appreciation to Sponsors of the 2015 Festival de la Comunidad: Button and Turkovich, Howard Hupe, Aguiar Ranch (Joseph Aguiar), Dixon Ridge Farms (Russ and Kathy Lester), Valerie Whitworth, Don Saylor, Mazza Dental Care, First Northern Bank, PG&E, Mariani Nut Company, V. Santoni, and Adidas.

DISCUSSION ITEMS

1. Resolution 2015-39, a Resolution of the City Council of the City of Winters Amending the 2015-2016 Adopted Operating Budget for the Building and Code Enforcement Division (pp. 70-74)
2. Yolo County Animal Services 2-year Agreement (pp. 75-82)

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

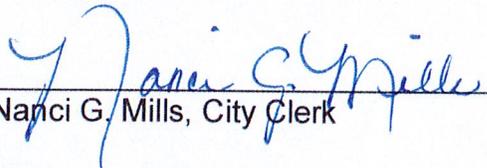
1. Resolution SA-2015-07 A Resolution of the Successor Agency to the Dissolved Community Development Agency of the City of Winters, Approving a Recognized Obligation Payment Schedule for the Period January 1, 2016 to June 30, 2016 (pp. 83-89)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 6, 2015 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on October 1, 2015, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

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

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Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

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Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on September 15, 2015

5:00 p.m. – Executive Session

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager

Mayor Aguiar-Curry reported there was nothing to report out of Executive Session.

6:30 p.m. – Regular Session

Mayor Aguiar-Curry called the meeting to order at 6:32 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu and Mayor Cecilia Aguiar-Curry
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, Director of Financial Management Shelly Gunby, Economic Development & Housing Manager Dan Maguire and Management Analyst Tracy Jensen.

Dan Maguire led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested Discussion Item #1 be removed and brought back to the October 6th City Council meeting. Motion by Council Member Fridae, second by Council Member Cowan to approve the agenda with this change. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 1, 2015.
- B. Resolution 2015-41, A Resolution of the City Council of the City of Winters Designation of Applicant's Agent Resolution for Non-State Agencies.
- C. NeighborWorks Contract Fee Schedule Update.

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

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

PRESENTATIONS

Proclamation Recognizing the Winters Theater Company on Their 35th Anniversary

Mayor Pro-Tem Woody Fridae read aloud the Proclamation and said it was an honor to present the Proclamation to the Winters Theatre Company. Board Member Anita Ahuja accepted and thanked Council for the Proclamation, expressed her gratitude for the support from the community, and thanked the founding members of the Winters Theatre Company, who have provided a great service for all who enjoy the performing arts. She added that it is a privilege to be a part of the organization and extended a special invitation to everyone to attend the 35th Anniversary Gala Celebration, where there will be tributes, a fashion show, a raffle and many surprises.

Plaque of Appreciation to Outgoing Planning Commissioner Luis Reyes

Mayor Aguiar-Curry presented Luis with a Plaque of Appreciation and thanked him for his service on the Planning Commission for the last four years. Luis thanked the Council for the opportunity to serve.

DISCUSSION ITEMS

1. Resolution 2015-39, a Resolution of the City Council of the City of Winters Approving a 2015-2016 Budget Adjustment for the Building and Code Enforcement Division.

This agenda item was removed from the agenda and will be brought back to the 10/6/2015 City Council meeting.

2. Resolution 2015-42, a Resolution of the City Council of the City of Winters Approving Funding Participation in the Joint Emergency Management Services Program and Approving a Memorandum of Understanding for Joint Emergency Management Services.

Economic Development and Housing Manager Dan Maguire gave an overview. City Manager Donlevy said the credit for this shared services concept goes to Dana Carey from the County of Yolo Office of Emergency Services.

Motion by Council Member Fridae, second by Council Member Neu to approve Resolution 2015-42 to approve funding participation in the JEMS Program (Joint Emergency Management Services Program) and approving a Memorandum of Understanding for Joint Emergency Management Services. Motion carried with the following vote:

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

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

1. None

CITY MANAGER REPORT: The City has received a \$2 million dollar CDBG grant for a Senior Center, with \$1 million dollars going toward the actual building and \$500K toward services. The Senior Center will be built as part of the project. There was a PG&E project meeting yesterday, including PG&E's contractor, DPR Construction, where an overall project management system between the City and PG&E was discussed. The parcel maps will go to the Planning Commission on 9/22 and the City Council will hold a special meeting on 9/23 to accept the grant deeds. Another glitch came up regarding the Walnut Street roundabout;

staff will try and move it forward. A contract was signed yesterday with BSK for Walnut Park mitigation (mitigation ratio is 1.3). The Winters Fire OES truck was in the station for about 8 hours before it was deployed to the Butte Fire in Calaveras County. The firefighters may go straight to the Valley Fire from the Butte Fire. A shooting suspect was arrested today and is being held at Solano County. It was a great team effort and the Winters Police Department did an exceptional job. CSO Gail Jimenez is a huge member of the staff. The City Manager will be attending the International City Management Conference in Seattle next week. Regarding the light at Grant and West Main, the City has received advanced funding from Clyde Miles Construction. City Engineer Alan Mitchell is moving forward with the design and will bring to Council for approval. The City already has the right of way, the environmental work has been done (CEQA) and no federal work is required. All local funds will be used.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:30 p.m. in support of all of the firefighters who are battling the fires throughout California and to all of the families who have lost their homes during this fire season.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



Minutes of the Special Meeting of the Winters City Council
Held on Wednesday, September 23, 2015

Mayor Cecilia Aguiar-Curry called the meeting to order at 7:06 a.m.

Present: Council Members Wade Cowan, Woody Fridae, Pierre Neu and Mayor Cecilia Aguiar-Curry
Absent: Council Member Anderson
Staff: City Manager John Donlevy, City Clerk Nanci Mills, City Attorney Ethan Walsh (via Conference Call) and Management Analyst Tracy Jensen.

Ahmet Pel led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Fridae, second by Council Member Neu to approve the agenda with no changes. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS: None

PUBLIC COMMENTS: None

CONSENT CALENDAR: None

PRESENTATIONS: None

DISCUSSION ITEMS

1. Acceptance of Certain Grant Deeds and Easement Deeds by the City; Execution of Certain Grant Deeds and Quitclaim Deeds by the City, and Termination of Certain Existing Agreements, in furtherance of the Winters PG&E Gas Operations Technical Training Center (GOTTC or Training Center) Project

City Attorney Ethan Walsh gave an overview via conference call and asked Council to consider and approve all three resolutions with one action as per staff recommendation. Mayor Aguiar-Curry asked if there was any discussion at the Planning Commission meeting last night regarding these resolutions and City Manager Donlevy said the Planning Commission focused primarily on two parcel maps and consolidation of property.

Motion by Council Member Cowan, second by Council Member Fridae to approve staff recommendation to adopt Resolution 2015-43, Accepting Easement and Grant Deeds Conveyed to the City of Winters Pursuant to Parcel Map Numbers 5086 and 5097, adopt Resolution 2015-44, Authorizing the Mayor to Execute Certain Quitclaim Deeds and Grant Deed on behalf of the City in furtherance of the Abandonment of Property Interests Pursuant to Parcel Map Number 5086 and 5097 and adopt Resolution 2015-45, Approving the Termination and Partial Termination of Certain Public Infrastructure Agreements and Subdivision Improvement Agreement and Guaranty. Motion carried with the following vote:

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

2. Consideration of Right of Entry and License Agreement with Pacific Gas and Electric Company

City Attorney Ethan Walsh gave an overview via conference call and asked Council to approve staff recommendation that the City Council authorize the City Manager to enter into a Right of Entry and License Agreement with Pacific Gas & Electric Company, subject to minor, non-substantive modifications as approved by the City Attorney.

Motion by Council Member Fridae, second by Council Member Neu to approve staff recommendation. Motion carried with the following vote:

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

ABSENT: Council Member Anderson
ABSTAIN: None

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

1. None
-

CITY MANAGER REPORT: The Festival de la Comunidad is this weekend, and the Fourth Friday is this Friday. City Manager Donlevy said the items approved tonight have come full circle after investing in the utilities out to the freeway, including the creation of a looped system for the water and sewer systems. The City facilitated this entire project and the City is getting paid back what was invested. This is good for PG&E and good for the City of Winters.

Fire Chief McAlister reported that ISO is giving the City of Winters a 2-level upgrade because of recent improvements including the looped water and sewer systems, Well #7, and the Public Safety Facility. Because of this upgrade, residents will see a drop in insurance rates. This is an example of the bigger picture.

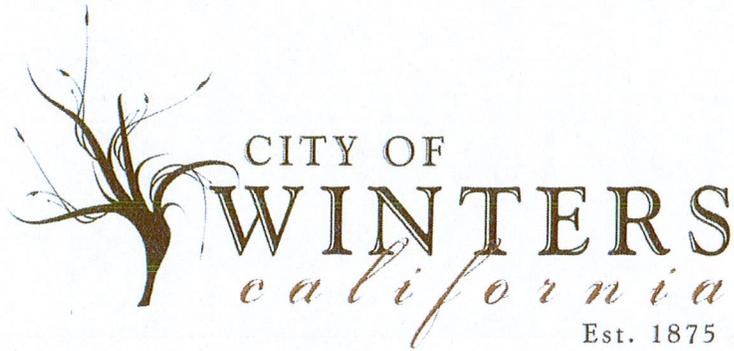
INFORMATION ONLY: None

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:20 a.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: October 6, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Alan Mitchell, City Engineer
SUBJECT: Final Acceptance of Public Improvements for "Mermod Parcel"

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

BACKGROUND: The project created three residential lots at the east end of Mermod Road. The public improvements included curb/gutter and sidewalks, new water and sewer services, and signing and striping.

The applicant entered into a Public Improvement Agreement for construction of the public improvements. The improvements have been constructed in accordance with the approved improvement plans and staff recommends the City Council accept the improvements and direct the City Clerk to file a Notice of Completion.

FISCAL IMPACT: None associated with this action



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: October 6, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Budget Adjustments for Fiscal Year 2015-2016

RECOMMENDATION:

Approve Resolution 2015-46 Approving Budget Adjustments for Fiscal Year 2015-2016 for open purchase orders as of June 30, 2015.

BACKGROUND:

As of June 30, 2015 approximately \$1,488,871.11 in purchase orders that were issued but not all services and/or products have been rendered/received. These amounts were approved in the 2014-2015 budget. Each year, the amount of open purchase orders from the prior year are included as budget adjustments in the current year.

This is an annual budget adjustment to encumber the funds committed at year end for multiple year projects.

FISCAL IMPACT:

None

RESOLUTION 2015-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING THE CITY OF WINTERS 2015-2016 ADOPTED OPERATING
BUDGET FOR OPEN PURCHASE ORDERS AS OF JUNE 30, 2015**

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

WHEREAS, items budgeted in 2014-2015 had purchase orders issued, but merchandise was not delivered, or projects were incomplete as of June 30, 2015.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2015-2016 be amended as follows:

Section 1: Increase budgeted expenditures in the following funds and accounts

a. 294-54411-660 Engineering-Streets	1,470.30
b. 287-54419-650 Misc Professional Services-Walnut Park	205,839.49
c. 102-54411-410 Engineering-Planning	286.00
d. 101-52611-730 Athletic Supply-Pool	448.70
e. 101-54614-310 Equipment Repair-Fire	66.04
f. 113-54419-510 Misc Professional Services-Housing	13,388.15
g. 102-54419-410 Misc Professional Services-Planning	3,121.85
h. 221-54411-660-P81 Engineering-Dry Slough Bridge	1,940.21
i. 289-54411-660-P81 P81 Engineering-Dry Slough Bridge	11,965.79
j. 621-57913-640 Capital Acquisitions-Sewer	87.35
k. 101-54411-161 Engineering-Housing	694.55
l. 278-54411-650 Engineering-Prop 84 Park Grant	27,763.72
m. 278-54419-650 Misc Professional Services-Prop 84 Grant	1,918.56
n. 289-57311-660-P81 Street Construction-Dry Slough Bridge	1,079,960.12
o. 221-57311-660-P81 Street Construction-Dry Slough Bridge	139,920.28

PASSED AND ADOPTED by the City Council, City of Winters, this 6th day of October 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 6, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Authorize Issuance of a Professional Services Contract Addendum for Environmental Consulting Services to Wallace Kuhl and Associates for Environmental Mitigation Services for the Downtown Hotel Construction Project

RECOMMENDATIONS:

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

BACKGROUND:

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

As defined by the Phase 2 Environmental report for City-owned properties, the site had an area that needed to be excavated to address ash and debris under one of the recently demolished buildings, with an additional excavation to confirm and define remediation of a suspected hydraulic lift within one of the buildings formerly on Railroad Avenue. It was subsequently determined by additional excavation that no remediation was required for the suspected hydraulic lift area

The City's Public Works staff did do the excavation, with monitoring and testing

performed by specialists from Wallace Kuhl, as authorized by City Council at the June 16, 2015 Council meeting. The contaminated soil was placed on top of a protective barrier of visqueen, with the soil pile covered and protected by an additional layer of plastic to encapsulate it until disposal. Wallace Kuhl subsequently took numerous soil samples to determine the levels of contamination/toxicity of the soil.

At the July 7, 2015 City Council meeting, Council authorized the City Manager to execute contracts on a Not to Exceed basis of \$110,000 for the disposal of an estimated 432 yards (600 tons) of soil. Staff also began exploring the possibility of an alternate approach whereby the City could be authorized by the California Department of Toxic Substance Control ("DTSC") to re-compact the stockpiled materials as part of the building foundation (or under the proposed improved parking lot) under a voluntary clean up agreement. At the July 21, 2015 City Council meeting, Council authorized staff to execute the necessary contracts to pursue the alternate soil disposal option. It was anticipated that if successful, the alternate approach would yield significant savings at the projected cost of \$30,000 to \$50,000.

The consultant for the alternative approach, BSK Environmental, was successful in securing approval from the DTSC to bury the stockpiled soil on City property (City parking lot) with a land use covenant that basically mirrors existing zoning for the subject property (no ground level residential).

Based on that approval, staff released an Invitation to Bid for the soil work required to borrow dirt from the City parking lot to fill the previously excavated portion of the hotel site that was the source of the stockpiled dirt; and to backfill the borrow site with the stockpiled dirt.

In conjunction with that soil work activity, it is necessary for the City to retail the services of a Geotechnical Engineer to oversee the process and to ensure the compaction at both sites is correct. Staff recommends City Council approve the contract addendum for Wallace Kuhl to provide those services as specified in the addendum.

FISCAL IMPACTS:

Total contract addendum cost is not to exceed \$6,100. The issuance of the Professional Services Contract will have no impact on City's General Fund as it will be treated as an offset to the proceeds of the sale of the property.

ATTACHMENTS:

Wallace Kuhl & Associates Scope of Work / Cost Estimate

September 25, 2015

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

Sent Via Electronic Mail: daniel.maguire@cityofwinters.org

Project Fee Amendment Request

WINTERS HOTEL PROPERTY

Winters, Yolo County, California
WKA Proposal No. 3PR15262R2

Dear Mr. Maguire:

Wallace-Kuhl & Associates (WKA) respectfully submits this project fee amendment request for geotechnical consulting services that will be provided for the proposed Winters Hotel property (Site) located in Winters, Solano County, California. To assist in the preparation of this project fee amendment, we have discussed the project with you and have reviewed project correspondences provided to us.

Project Background

WKA prepared a *Geotechnical Engineering Report* (WKA No. 10383.02, dated April 28, 2015) for the proposed Winters Hotel Property. WKA also prepared the *Summary Letter* (WKA No. 10383.04, dated June 7, 2015) for the project that summarized the results of supplemental environmental testing of near-surface soils excavated and stockpiled on site. In June/July 2015, WKA observed the excavation and stockpiling of approximately 435 cubic yards of lead impacted soil that contains ash, clay brick, concrete rubble, and other debris. Results of the testing revealed the near-surface soils contained elevated concentrations of lead due to previous uses of the property. The stockpile remains within the southwest corner of the Site and the excavation is fenced but remains open.

WKA understands that the City of Winters (City) has obtained authorization from the State of California, Department of Toxic Substances Control (DTSC) to bury the lead impacted soil stockpile beneath the proposed City parking lot located immediately west of the Site. The City proposes to utilize the "clean" soil generated from the excavation within the City parking lot to backfill the original lead impacted soil excavation within the Site.

Scope of Services

Based on the above information, WKA will provide part-time soil engineering observation and testing services for the proposed fill generation and fill placement within the footprint of the proposed Winters Hotel and City parking lot. This task will be limited to managing the approximately 435 cubic yards of lead impacted soil as described above. At the completion of the earthwork construction, WKA will provide a letter summarizing the placement and compaction of the lead impacted soil.

Our work for will be billed on a portal-to-portal basis from our West Sacramento office in accordance with the attached schedules of fees for the work accomplished. Our actual costs will depend on the number of site visits for which we are scheduled, their durations, and additional work that may be required based on the exposed conditions. Please note that our work is tied directly to the contractor's schedule, durations and work methods, over which we have no control. Work on weekends and holidays are not included in the budget estimate.

To facilitate scheduling our technicians and to maintain continuity of personnel, we will ask that your representatives notify our office by 3:00 pm the day prior to work requiring our presence. When the requested notice cannot be provided, we ask that you please call us anyway - often an accommodation can be made.

We emphasize that our presence on the job would be to represent your interests in determining if the contractor's work complies with project plans and specifications.

We emphasize that our representatives will not act as supervisors of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representatives nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

Estimated Budget

A summary of the project budget is provided as follows:

Original Project Budget	\$8,335
Previous Project Amendments	\$3,500
<u>This Project Amendment.....</u>	<u>\$6,100</u>
Revised Project Budget.....	\$17,935



Please note that our scope of services does not include testing and inspection during construction of the proposed Winters Hotel site improvements.

Authorization

This letter requests changes to our Scope of Services and Authorized Budget for this project. We are proceeding with our services based on your verbal authorization and the assumption that the contents of the project fee amendment request are acceptable. If this is not the case, please notify me immediately. Otherwise, please issue an addendum to the City of Winters Consultant Services Agreement No. 011-15, dated June 8, 2015, for our review and signature referencing this amendment as our formal authorization to proceed.

Closing

WKA appreciates the opportunity to assist the City of Winters with this project. WKA looks forward to providing the City with environmental and geotechnical testing services for the project.

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

Wallace-Kuhl & Associates


Bryan C. Yates
Environmental Specialist


Michael W. Watari
Senior Engineer
G.E. No. 2675, Exp. 12/31/15

Attachments: 2015P Schedule of Fees (Prevailing Wage)

BCY:MMW:mr



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$160.00	per hour
Senior Engineer / Geologist	\$160.00	per hour
Senior Environmental Scientist	\$160.00	per hour
Project Engineer / Geologist	\$135.00	per hour
Project Environmental Scientist	\$135.00	per hour
Senior Staff Engineer / Geologist	\$125.00	per hour
Senior Staff Environmental Scientist	\$125.00	per hour
Staff Engineer / Geologist	\$120.00	per hour
Staff Environmental Scientist	\$120.00	per hour
Senior Environmental Technician	\$95.00	per hour
Senior / Supervising Technician	\$95.00	per hour
Draftsperson / GIS Technician	\$90.00	per hour
Administrative Assistant	\$70.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$160.00	per hour
Thermal Resistivity Testing	\$160.00	per hour
Electrical Resistivity Survey	\$160.00	per hour
Hand Augering/Sampling - Engineer	\$145.00	per hour
Photoionization Detector	\$160.00	per hour

LITIGATION

Data Review/Consultation	\$230.00	per hour
Depositions/Expert Witness Testimony	\$340.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$21.00	each
Color photography versions	\$32.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

NOTE:

Premium Charges also apply to Field Services shown on Page 2



CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$120.00 /hr.
Batch Plant Inspection	\$90.00 /hr.
CaCl Moisture Emission Test Kit	\$30.00 /kit
CaCl Moisture Emission Testing	\$85.00 /hr.
CLSM/CDF/Slurry Testing	\$85.00 /hr.
Concrete Mix Design Review	\$160.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$90.00 /hr.
Concrete Rebound Number Testing	\$120.00 /hr.
Concrete Trial Batch	\$90.00 /hr.
Floor Flatness Testing	\$120.00 /hr.
High Strength Grout Sampling / Testing	\$90.00 /hr.
Rebar / Post Tension Special Inspection	\$95.00 /hr.
Rebar Location / Pachometer	\$120.00 /hr.
Rebar Placement Inspection	\$95.00 /hr.
Reinforcing Steel Sampling/Tagging	\$90.00 /hr.
Relative Humidity Testing	\$120.00 /hr.
Shotcrete Special Inspection	\$90.00 /hr.
Transport Cylinders / Samples to Lab	\$90.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$95.00 /hr.
Asphalt Concrete Materials Sampling	\$95.00 /hr.
Building Pad Special Inspection / Testing	\$95.00 /hr.
Deep Foundation Inspection	\$95.00 /hr.
Flatwork AB Inspection / Testing	\$95.00 /hr.
Flatwork Subgrade Inspection / Testing	\$95.00 /hr.
Grading Inspection / Testing	\$95.00 /hr.
Hand Augering and Sampling	\$120.00 /hr.
Pavement AB Inspection / Testing	\$95.00 /hr.
Pavement Subgrade Inspection / Testing	\$95.00 /hr.
Proof Rolling Observation	\$95.00 /hr.
Shallow Foundation Inspection	\$95.00 /hr.
Slab Subgrade Soil Moisture Tests	\$95.00 /hr.
Soil / Aggregate Sampling	\$95.00 /hr.
Soil Treatment Testing / Observation	\$95.00 /hr.
Structure Backfill Inspection / Testing	\$95.00 /hr.
Subgrade Stabilization Observation	\$95.00 /hr.
Utility Trench Backfill Testing	\$95.00 /hr.
WKA Drill Rig (including operator)	\$260.00 /hr.
WKA Drill Rig (helper)	\$95.00 /hr.

CORING

Coring (Technician + equipment)	\$120.00 /hr.
Coring (Technician assistant)	\$90.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$90.00 /hr.
Concrete Anchor Proof Load Testing	\$120.00 /hr.
Concrete Anchor Torque Testing	\$95.00 /hr.
Suspended Ceiling Inspection / Testing	\$120.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$90.00 /hr.
High Strength Bolt Special Inspection	\$95.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$105.00 /hr.
Welding Special Inspection - Field	\$95.00 /hr.
Welding Special Inspection - Shop	\$95.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$145.00 /hr.
In-Place Masonry Shear Testing	\$120.00 /hr.
Masonry Materials Sampling / Testing	\$90.00 /hr.
Masonry Special Inspection	\$90.00 /hr.
Masonry Special Inspection DSA Certified	\$100.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$120.00 /hr.
Existing Building Evaluation / Demo	\$90.00 /hr.
Existing Building Evaluation / Document	\$90.00 /hr.
Existing Building Evaluation / Repair	\$90.00 /hr.
Field Investigate Support	\$90.00 /hr.
FRP Installation Inspection	\$90.00 /hr.
GFRC Inspection / Testing	\$90.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$120.00 /hr.
Prestress Framing Installation	\$90.00 /hr.
Proto Wall Inspection / Testing	\$90.00 /hr.
Roofing Inspection	\$90.00 /hr.
Shear Nailing Inspection	\$90.00 /hr.
Thickness Testing - Coating / Steel	\$90.00 /hr.
Timber Framing / Hardware Inspection	\$90.00 /hr.
Vapor Barrier Inspection	\$90.00 /hr.

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$245.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	\$375.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each



LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$75.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$95.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each

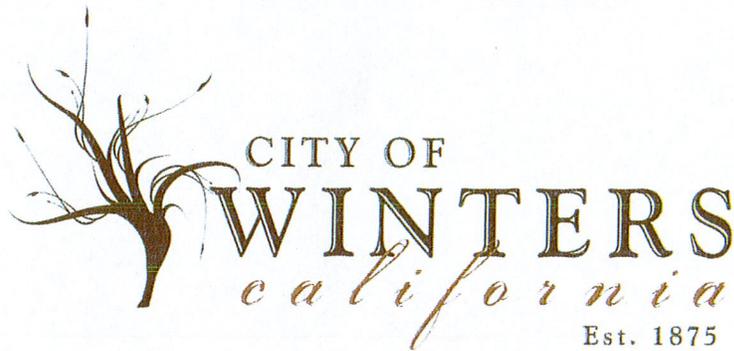
STEEL

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$25.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$25.00	each
Washer - Hardness Test	ASTM E18	\$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$70.00	each
Sizes Larger Than 3/4"	ASTM A370	\$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Testing	ASTM E18	\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

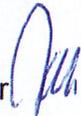
TESTING SERVICES

Laboratory Technician	\$75.00 per hour
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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 6, 2015
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Economic Development and Housing Manager 
SUBJECT: Downtown Hotel Project Informal Bid Request for the Downtown Hotel Site Restoration & Grading - Contaminated Soil Disposal Alternative; Informal Bid Contract Award

RECOMMENDATIONS:

- 1) Receive the update from staff regarding the downtown hotel project site soil alternative remediation Informal Bid Results for the Downtown Hotel Project,
- 2) Award the contract to the low responsive/responsible bidder, and
- 3) Authorize the City Manager to execute all necessary contracts for alternative soil disposal.

BACKGROUND:

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

As defined by the Phase 2 Environmental report for City-owned properties, the site had an area that needed to be excavated to address ash and debris under one of the recently demolished buildings, with an additional excavation to confirm and define remediation of a suspected hydraulic lift within one of the buildings formerly on Railroad Avenue. It was subsequently determined by additional excavation that no remediation was required for the suspected hydraulic lift area

The City's Public Works staff did do the excavation, with monitoring and testing performed by specialists from Wallace Kuhl, as authorized by City Council at the June 16, 2015 Council meeting. The contaminated soil was placed on top of a protective barrier of visqueen, with the soil pile covered and protected by an additional layer of plastic to encapsulate it until disposal. Wallace Kuhl subsequently took numerous soil samples to determine the levels of contamination/toxicity of the soil.

At the July 7, 2015 City Council meeting, Council authorized the City Manager to execute contracts on a Not to Exceed basis of \$110,000 for the disposal of an estimated 432 yards (600 tons) of soil. After authorization from City Council at the July 21, 2015 meeting, staff worked with contract consultant BSK Environmental exploring the possibility of an alternate approach whereby the City could be authorized by the California Department of Toxic Substance Control (DTSC) to re-compact the stockpiled materials as part of the building foundation (or under the proposed improved parking lot) under a voluntary clean up agreement.

DTSC approved on an expedited basis, this approach which will result in significant cost savings to the City, substantially less than the approved budget of \$110,000. Upon receiving approval to re-compact the stockpiled materials under the current City parking lot from DTSC, staff issued an Informal Bid Request to provide the required soil work on the site. Contractors were invited to bid on the work outlined in the Bid Invitation, which includes excavating soil from the City parking lot (borrow site) to backfill the previously excavated hotel site, then place the stockpiled dirt in the excavated area of the borrow site, with the called upon compaction achieved at both sites.

In order to expedite the contract award, the Informal Bid was advertised in the 9/24 edition of the Winters Express, and was posted on the City website. The Bid Invitation was also emailed to several appropriately licensed contractors on September 24, 2015.

The Bid responses were due back to the City by 3:00 p.m. on Friday, October 2, 2015. Staff's determination of the low responsive/responsible bidder will be posted at City Hall and sent to City Council under separate cover before 6:30 p.m. that Friday to ensure compliance with the 72 hour public meeting requirement.

FISCAL IMPACTS:

Total contract cost to be provided under separate cover, as outlined above. The issuance of the Construction Agreement for the alternative treatment of the soil will have no impact on City's General Fund as it will be treated as an offset to the proceeds of the sale of the property.

ATTACHMENTS:

Informal Bid Request 09-24-2015 – Downtown Hotel Site Restoration and Grading

**CITY OF WINTERS
INFORMAL BID REQUEST 09-24-2015**

DOWNTOWN HOTEL SELECTIVE SITE RESTORATION & GRADING

The City of Winters is soliciting bids from California licensed contractors that are qualified and licensed to perform selective site soil work. The successful contractor shall comply with the requirements and general conditions stated in this bid request. **Lead impacted soils, requiring a General Engineering Contractor-Hazardous Substance Removal Certification, are present.**

After reviewing the information submitted in response to this Informal Bid Request, the City of Winters expects to enter into a contract with the lowest responsive and responsible bidder.

I. PROJECT DESCRIPTION

In June of 2015, the City of Winters excavated approximately 435 cubic yards of lead impacted soil from an area generally located south of East Abbey Street between Railroad Avenue and First Street (Site). This soil remains stockpiled under plastic sheeting within the Site. The area of excavation that produced the stockpile is currently fenced but remains open. The City proposes to utilize the City parking lot in the western area of the Site as borrow source to fill the previously completed excavation. The City further proposes to bury the existing lead impacted soil within the borrow location within the City parking lot.

The following list of documents are included herewith for your reference:

- Wallace Kuhl & Associates (WKA), 2015, Geotechnical Engineering Report (GER) for the Winters Hotel Property, prepared by WKA of West Sacramento, California for AKM Railroad LLC of Davis, Project No. 10383.02, April 28, 2015.
- Wallace Kuhl & Associates, 2015, Summary Letter for the Winters Hotel Property, prepared by WKA of West Sacramento, California for the City of Winters, Project No. 10383.04, June 17, 2015.
- Voluntary Cleanup Agreement, Winters Hotel, Department of Toxics Substances Control, August 28, 2015.
- Construction Contract

The City has engaged WKA to prepare a Supplemental Letter to the GER referenced above. The Supplemental Letter will provide additional recommendations on construction requirements for the excavation and backfill activities. The City will provide the Supplemental Letter as an addendum.

II. SCOPE OF WORK GENERAL CONDITIONS

CONTRACTOR SHALL:

- Obtain a City of Winters Business License prior to beginning any work.
- Complete an on-site pre-construction meeting a minimum of one week prior to commencement of work. This meeting will include City staff, the general contractor, and WKA staff.
- Contact Underground Service Alert a minimum of 48 hours prior to commencement of work to obtain underground utility clearance.
- Coordinate work with designated City Staff and provide 48 hour notice prior to beginning work.
- Discard offsite, all deleterious debris removed from the fill material and excavation. The contractor shall provide documentation of the method and disposal destination for all materials requiring removal from the Site.
- Provide Dust Control such that no fugitive dust is allowed to leave the site boundaries.

- Provide tracking control such that lead impacted soil from the existing stockpile is not tracked across the site or outside the boundaries of the site.
- Provide advance notice of 3 days to the Professional Land Surveyor contracted by the City to survey the borrow/disposal location prior to the placement of the lead impacted soil as engineered fill.
- Prepare the site for construction in accordance with the recommendations contained in the GER and Supplemental Letter.
- The lead impacted soil shall be placed as engineered fill within the soil borrow area within the City parking lot. This material shall be placed and tested in a manner above. A minimum of one (1') foot of clean fill material shall be placed as engineer fill on top of the lead impacted soil. A minimum of six (6") inches of Class II aggregate base shall be placed and compacted on top of the clean fill as the temporary parking lot surface.
- Compact the engineered fills in accordance with the recommendations contained in the GER and Supplemental Letter.
- Contractor shall provide/secure site with temporary 6'-0" chain link fencing placed around the perimeter of the project site. Fence post concrete block anchors shall be sandbagged to prohibit fence from falling in windy conditions.
- The contractor shall grade the work area within the Site to smooth flat finish.
- Provide 50% Labor and Material Bond
- Provide 100% Performance Bond

• **CITY OF WINTERS SHALL:**

- Prepare & submit notice to DTSC of the pending excavation backfill and stockpile disposal activities.
- Retain WKA to prepare the Supplemental Letter to the GER referenced above, attend the pre-construction meeting, and provide part time geotechnical observation and testing as outlined above.
- Hold a non-mandatory pre-proposal meeting on **Monday September 28, 2015, between 10:00 a.m. and 11:00 a.m.**, for all interested contractors to tour the site proposed for restoration & grading. All interested contractors are asked to attend but do not have to have attended to be considered responsive to the RFP.
- Coordinate disconnection of utilities, including water, sewer, gas and electric to the buildings. The City has worked with PG&E to have these services terminated (completed).
- Provide a no-cost City of Winters Grading Permit (if necessary).
- The Contractor shall coordinate their work schedule closely with the City and shall cooperate fully with the building official.
- The Contractor shall coordinate their work schedule closely with WKA and shall provide notice to WKA by 3:00 PM the day prior to required observation and testing.
- Provide the services of the Professional Land Surveyor to survey the borrow/disposal location prior to the placement of the lead impacted soil as engineered fill. The survey shall include the footprint and extents of the borrow/disposal area. A paper map, as well as an electronic file, of the survey data will be provided to the City.

Other:

- Work shall be completed during regular City business hours: Monday through Friday, 8 am to 5 pm. Work outside of these hours must be approved by and coordinated with Public Works staff.

- Upon completion of the project, all equipment and materials shall be removed from the site.
- City of Winters assumes no responsibility for the structural integrity of any materials salvaged as part of this project. These materials become the sole property and responsibility of the contractor.
- The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's principal office and available on request or, alternatively, may be accessed from the website of the Division of Labor Statistics and Research, California Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>

III. DOCUMENTS REQUIRED WITH THE BID

- a. Letter stating the contractor's qualifications, certification, and expertise in executing the proposed project.
- b. Bid Proposal Form with all information provided.
- c. Statement agreeing to meeting desired timeline of completion by October 30, 2015.
- d. Certificates of Insurance demonstrating compliance with required insurances.
- e. Bid must be signed by an authorized company representative

IV. PROCESS

A non-mandatory pre-proposal meeting will be held on-site Monday September 28, 2015, between 10:00 a.m. and 11:00 a.m.

Sealed bids from interested contractors must be submitted by 3:00 p.m. on October 2, 2015, to:

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

Incomplete or late proposals will not be considered.

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

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

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

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

Contractor, after notice of award and prior to execution of the contract must provide copies of all required insurance forms in accordance with the insurance requirements.

Contractor, after notice of award and prior to execution of the contract, must provide a Payment Bond in the amount of no less than 100% of the contract price, and a Payment Bond in the amount no less than 50%.

V. ESTIMATED SCHEDULE

Proposals are due by 3:00 p.m. on October 2, 2015. Contract Award shall be taken to City Council on October 6, 2015.

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

VI. CONTACT PERSON

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

Dan Maguire
Project Manager
City of Winters
Fax 530-795-4935 or email daniel.maguire@cityofwinters.org

VII. ATTACHMENTS

Bid Proposal Form
Construction Agreement
Non-Collusion Affidavit
Bond Forms
Wallace Kuhl Geotechnical Engineering Report
Wallace Kuhl Summary Letter
DTSC Voluntary Clean Up Letter

September 28, 2015

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

Lead-Contaminated Soil Disposal
WINTERS HOTEL PROPERTY
Winters, California
WKA No. 10383.05P

As authorized, we have provided supplemental recommendations for the above-referenced project. Our office previously prepared a *Geotechnical Engineering Report* (WKA No. 10383.02, dated April 28, 2015).

We understand that the City proposes to dispose lead-contaminated soil by creating a landfill beneath the new parking lot to be constructed as part of the project. Lead-contaminated soil was excavated and stockpiled on site in June of 2015. The resulting excavations were left open but protected with temporary fencing placed along the excavation perimeter. Analytical testing of the lead-contaminated soil revealed concentrations of lead resulting in the material being classified as a California hazardous waste for disposal purposes. Lead concentrations in soil pose a threat to human health and to groundwater. For additional information regarding the sampling and analytical results of the lead-contaminated soil can be found in our *Summary Letter* (WKA No. 10383.04, dated June 5, 2015).

The City of Winters and Mr. Michael Olivas working with BSK Associates have selected burying lead-containing soil with a landfill created within the Site as the preferred remediation alternative. Based on that decision, we have provided the following supplemental recommendations for the disposal of lead-contaminated soil at the site. The following recommendations assumes the disposal area measures approximately 75 feet by 75 feet. The depth of the excavation may be modified if a larger disposal footprint is used. Our office can assist in determining the appropriate depth of excavation.

The grading contractor shall be licensed by the California Contractors License Board and possess certification for hazardous waste (HAZ attachment) in order to be qualified to handle the disposal of hazardous waste. Contractor's personnel must possess the 40-hour HAZWOPER (or equivalent training) and necessary medical qualifications required to perform tasks according to the Contractor's Health and Safety Plan. Contractor shall construct the landfill according to specifications that are approved by the California Department of Toxic Substances Control (DTSC), such approval is being obtained by BSK Associates.

Prior to construction, the area designated for the soil disposal should be excavated to a minimum depth of five feet below finished pavement grade or to at least 12 inches below finished pavement subgrade elevation, whichever is lowest, unless such specification conflicts with requirements of DTSC. Our firm should approve or develop changes to the specifications necessary to address conflicts with the DTSC requirements, as conditions warrant. The soils exposed within the excavation bottom should be scarified to a depth of six inches, moisture conditioned to the optimum moisture content (if necessary), and uniformly compacted to not less

than 90 percent of the ASTM D 1557 maximum dry density. The excavation, as well as existing excavations, should be properly sloped in accordance with Cal/OSHA requirements and to allow access for the compaction equipment. Compaction should be achieved using a heavy, self-propelled, sheepsfoot compactor.

Lead-contaminated soil and new engineered fills should be placed in thin level lifts not exceeding six inches in compacted thickness, thoroughly moisture conditioned to not less than three percent above the optimum moisture content, and uniformly compacted to at least 90 percent of the ASTM D 1557 maximum dry density. Contractor's activities to prevent the resuspension of dust using water spray shall not conflict with requirements in this paragraph.

Following the compaction of final lift of lead-contaminated soil, we recommend placing a non-woven filter fabric (Mirafi 140N or equivalent) over the exposed subgrade. The intent of this recommendation is to provide separation between the clean soil and underlying lead-contaminated soil. We also recommend that the lateral extents of the disposal area be surveyed by a California-licensed land surveyor.

The upper 12 inches of final pavement subgrade should consist of "clean" granular native or approved imported soil thoroughly moisture conditioned to the optimum moisture content and uniformly compacted to not less than 95 percent relative compaction. Aggregate base should be compacted to not less than 95 percent relative compaction.

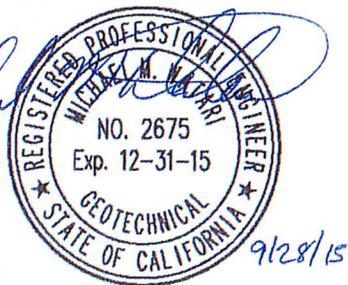
Our office should be present during the excavation and backfilling activities to verify that the recommendations of this letter are carefully followed.

Future construction activities in the disposal area (e.g. underground utilities, landscaping, etc.) should be carefully monitored. We recommend that trees, fruit bearing trees or other vegetation, should not be planted in the disposal area.

This letter is considered an addendum to our *Geotechnical Engineering Report*; and is therefore subject to the same limitations contained therein.

If you have questions regarding this letter, please contact our office at (916) 372-1434.

Wallace-Kuhl & Associates

Michael M. Watari
Senior Engineer

MMW:DCN:DRG:/mmw





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 6, 2015
FROM: John W. Donlevy, Jr., City Manager 
Alan L. Mitchell, City Engineer
SUBJECT: Winters Highlands – Consultant Agreements for Technical Studies/Analysis

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute a Consultant Agreement with V. W. Housen Associates for up to \$83,000 for technical studies and analysis associated with the Winters Highlands subdivision.

BACKGROUND:

In April 2006, the City approved the Winters Highlands Development Agreement. Since then, a few amendments have been approved but the Developer never commenced development of the project.

Early in 2014 the City started meeting with representatives of Homes by Towne, a homebuilder who was interested in acquiring the Winters Highlands Subdivision. In April 2015, an Amended and Restated Development Agreement was executed, and Homes by Towne subsequently purchased the project.

DISCUSSION:

The project is required to provide certain infrastructure improvements, to accommodate development, as follows:

W. Main Sewer Pump Station and Force Main

Sewer flows from new development to the north of Grant and W. Main, including Walnut Ranch, Carter Ranch, Callahan, and Winters Highlands, are master-planned to flow into a new sewer pump station and out to the WWTF through a new force main. In order to move forward with development, Winters Highlands and Callahan are conditioned to advance-fund the design and

construction of the W. Main Sewer Pump Station and Force Mains projects, if not already completed.

The W. Main Sewer Pump Station project was previously designed in 2007 by Dodson & Associates, and then the economy declined and development did not move forward. The Developer would like to move forward and the design criteria and plans need to be updated. Also, the Developer would like to phase the improvements. Dodsens & Associates are no longer in business but the Design Engineer, Dana Hunt, is now with V.W. Housen and has provided a proposal to update the project design criteria and cost estimates due to changes in operations, codes, technology, and regulations, and review the technical merits of the phasing plan and provide recommendations to the City. The City will execute a Consultant Agreement with V.W. Housen, for the services.

Staff recommends the City Council authorize the City Manager to execute a Consultant Agreement with V. W. Housen Associates for up to \$83,000 for technical studies and analysis associated with the Winters Highlands subdivision.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The City has a deposit account set up for Winters Highlands and will process costs from the Consultant through that.

ATTACHMENTS:

Proposal from V.W. Housen

CITY OF WINTERS
SCOPE OF WORK, SCHEDULE AND FEE ESTIMATE
WEST MAIN STREET SANITARY SEWER PUMP STATION “A”

SCOPE OF WORK

The following services shall be provided by V.W. Housen & Associates (Consultant/VWHA) for the City of Winters’ West Main Street Sanitary Sewer Pump Station “A”. The scope of work outlined below includes tasks for services to be provided prior to the detailed design phase of the project.

The same team members that completed the prior work for the West Main Street Sanitary Sewer Pump Station “A” by Dodson Engineers/Dodson Psomas in 2006 and 2007, including Technical Memorandum (TM) No. 1 – Pump Station Design Criteria; TM No. 2 - Forcemain Routing and Material Confirmation; TM No. 3 – Pump Station Hydraulics and Phasing Evaluation; and preparation of the Contract Documents entitled, “West Main Street Sanitary Sewer Pump Station “A” dated February 2007 will perform this work, with the exception of the structural engineer.

TASK 1 – PROJECT MANAGEMENT

Project Management includes management activities required to complete the project on time and within budget, and address the City’s and the RCH Group’s needs and concerns. A project work plan will be developed to serve as a communication tool for all team members. The work plan will be distributed at the project kick-off meeting. Project management shall include the following items:

- Prepare Work Plan (includes information on project team, including team member contact information; detailed scope of work; project schedule including deliverables and meeting dates; and project budget)
- Attend Kickoff/Workshop Meeting No. 1 and site visit
 - Prepare agenda and meeting minutes
- Attend Workshop Meeting No. 2
 - Prepare agenda and meeting minutes
- Perform coordination between VWHA staff and subconsultants
- Perform coordination with City staff, Ponticello Enterprises Consulting Engineers, Inc., RCH Group; Laugenhour and Meikle; Wood Rodgers, and others
- Conduct internal QA/QC reviews of project deliverables
- Provide budget and schedule tracking
- Prepare monthly invoices

TASK 2 – REVIEW BACKGROUND INFORMATION

The Consultant shall review background information to facilitate the preparation of the technical

memoranda. Background information outlined below shall be provided by the City, Ponticello Enterprises Consulting Engineers, Inc., or Laugenour and Meikle at Notice-to-Proceed.

- West Main Street Sanitary Sewer Pump Station “A” Contract Drawings in AutCAD, Dodson Psomas, dated February 2007. (Previously provided)
- West Main Street Sanitary Sewer Pump Station “A” Contract Specifications in Microsoft Word, Dodson Psomas, dated February 2007. (Previously provided)
- West Main Street Sanitary Sewer Pump Station “A” 100% construction cost estimate in Microsoft Excel, Dodson Psomas, dated February 2007. (Previously provided)
- West Main Street Sanitary Sewer Pump Station “A” final construction schedule, Dodson Psomas, dated February 2007 (Previously provided)
- West Main Street Sanitary Sewer Pump Station “A” - Technical Memorandum No. 1 – Pump Station Design Criteria, Dodson Engineers, dated May 10, 2006. (Previously provided)
- West Main Street Sanitary Sewer Pump Station “A” - Technical Memorandum No. 2 - Forcemain Routing and Material Confirmation, Dodson Engineers, dated October 2006. (Previously provided)
- West Main Street Sanitary Sewer Pump Station “A” - Technical Memorandum No. 3 – Pump Station Hydraulics and Phasing Evaluation, Dodson Engineers, dated June 21, 2006. (Previously provided)
- Surge Report – City of Winters Pump Station “A” – Pump Shutdown Analysis prepared by ZZ Technology, June 4, 2006. (Previously provided)
- City of Winter’s Proof Draft Sewer Master Plan dated December 2005 (RMC).
- City of Winter’s Final Sewer Collection System Master Plan dated December 2006 (RMC). (Previously provided)
- As-built drawings for WWTP (City of Winters – Construction of Wastewater Management Facilities (Project C-06-1132) as prepared by James M. Montgomery Consulting Engineers, Inc. dated March 12, 1979), Sheets 1-36 of 36. (Previously provided)
- Forcemain plan and profile drawings and specifications (Sheets 13 (Storm Drain Outlet to Pond), 17 (W. Main Street), and 18 (W. Main Street) of Callahan Estates Subdivision No. 4508 dated 8/26/2005 (Laugenour & Meikle). Also provide latest version if updated.
- Off-site improvement plans for Callahan Estates Subdivision No. 4508 (Sheets 1-11 of 11), dated 1/12/2006 (Laugenour & Meikle). Also provide latest version if updated.
- Improvement Plans for Northwest Winters Sewer Forcemain Project (Drawings 1-13 of 13 dated 9/21/2006, Laugenour & Meikle AND earlier version Drawings 1-12 of 12 dated 3/13/2006, Laugenour & Meikle).

- Improvement Plans for West Main Street Sewer Forcemain Project (Drawings 1-15 of 15 dated 3/28/2007, Laugenour & Meikle. (Previously provided). *Note: This version of the Improvement Plans for West Main Street Sewer Forcemain Project was not used in the previously prepared documents prepared for the West Main Street Sanitary Sewer Pump Station "A" and any changes from the prior used documents may result in the need to perform the optional tasks included herein. Scope of work and fee estimate assumes no changes will result.*
- Specifications for West Main Street Sewer Forcemain Project, dated 3/28/2007, Laugenour & Meikle. *Note: This version of the specifications for West Main Street Sewer Forcemain Project was not used in the previously prepared documents prepared for the West Main Street Sanitary Sewer Pump Station "A" and any changes from the prior used documents may result in the need to perform the optional tasks included herein. Scope of work and fee estimate assumes no changes will result.*
- Survey files for West Main Street Sanitary Sewer Pump Station "A" site and adjacent areas.
- Final Geotechnical Report (Stevens, Ferrone & Bailey). "Geotechnical Investigation West Main Street Pump Station, Winters CA SFB Project No. 225-15, dated April 3, 2006" and letter dated December 12, 2006 for geotechnical review of drawings and specifications for 90% submittal for West Main Street Sanitary Sewer Pump Station "A". (Previously provided)
- Noise Report for West Main Street Sanitary Sewer Pump Station "A" site, Brown & Buntin Associates, June 27, 2006. (Previously provided)
- Technical Memorandum entitled, "Winters Highlands, and Callahan Estates Development, Phased Construction of the West Main Street Pump Station, Draft" prepared by Laugenour and Meikle dated March 9, 2015. (Previously provided)
- Provide any additional or new documents which impact the work associated with West Main Street Sanitary Sewer Pump Station "A" or its associated forcemain, including but not limited to changes to forcemain alternatives and phasing, pump station flows, forcemain valving schematic changes, and changes to current or future hydraulic conditions at WWTP.

TASK 3 – ANALYSIS OF PREVIOUSLY PREPARED CONTRACT DOCUMENTS

The consultant team will review the West Main Street Sanitary Sewer Pump Station "A" Contract Documents prepared for the pump station by Dodson Psomas dated February 2007 to determine required changes that must be incorporated due to code/ordinance/equipment/technology/and regulation changes since the original design project was finalized in February 2007. The required code/ordinance/equipment/technology/and regulation changes and resulting required Contract Document updates/changes that must be incorporated into the Contract Documents will be documented in a Technical Memorandum (TM 1). Five (5) copies of TM 1 will be submitted to Ponticello Enterprises Consulting Engineers, Inc./ City for review by City, Ponticello Enterprises Consulting Engineers, Inc., and the RCH Group. TM 1 will be presented

and discussed at Workshop No. 2.

TASK 4 – PUMP STATION DESIGN CRITERIA

The Consultant will review original TM No. 1 – Pump Station Design Criteria, prepared for the West Main Street Sanitary Sewer Pump Station “A” by Dodson Engineers dated May 10, 2006 and update the TM based City input/preferences gathered at Kickoff Meeting/Workshop Meeting No. 1 and the findings of Task 3. Five (5) copies of the updated technical memorandum (TM 2) will be submitted to Ponticello Enterprises Consulting Engineers, Inc./City for review by City, Ponticello Enterprises Consulting Engineers, Inc., and the RCH Group. TM 2 will be presented and discussed at Workshop No. 2.

TASK 5 – PUMP STATION PHASING AND UPDATE EVALUATION

The Consultant team will evaluate the West Main Street Sanitary Sewer Pump Station “A” Contract Documents prepared for the pump station by Dodson Psomas dated February 2007 in conjunction with the changes to be implemented as identified in Tasks 3 and 4 for potential phasing opportunities. The capacity elements of the pump station will not be phased but opportunities to phase non-capacity related elements including the pump station building, and backup generator will be reviewed and discussed with City staff at Workshop Meeting No. 1 for potential delay of their construction to reduce the construction cost of the initial construction phase (Phase 1). Construction cost estimates will be developed to determine the potential cost savings for Phase 1 construction and determine the overall construction cost of the project (Phase 1 and Phase 2).

The phasing evaluation and its associated recommendations will be documented in a technical memorandum (TM 3). Five (5) copies of TM 3 will be submitted to Ponticello Enterprises Consulting Engineers, Inc. / City for review by City, Ponticello Enterprises Consulting Engineers, Inc., and the RCH Group. TM 3 will be presented and discussed at Workshop No. 2.

ASSUMPTIONS

The scope of work, schedule and fee estimate included herein are based on the following assumptions.

- The West Main Street Sanitary Sewer Pump Station “A” site location, existing conditions, and improvement plans for the areas adjacent to the pump station site have not changed from what is shown on the Contract Documents prepared by Dodson Psomas, dated February 2007.
- Flows presented within the City of Winters’ Final Sewer Collection System Master Plan dated December 2006 (RMC) and as used in prior work within the surge analysis work and West Main Street Sanitary Sewer Pump Station “A” - Technical Memorandum No. 3 – Pump Station Hydraulics and Phasing Evaluation, Dodson Engineers, dated June 21, 2006 for buildout PDWF and PWWF for Pump Station “A”, East Street Pump Station, and future Pump Station “C” have not changed.

- Pipe diameters, forcemain valving configurations, and forcemain operational strategies for dry weather and wet weather operation for startup and buildout as presented within the City of Winters' Final Sewer Collection System Master Plan dated December 2006 (RMC) and as used in prior work within the surge analysis work and West Main Street Sanitary Sewer Pump Station "A" - Technical Memorandum No. 3 – Pump Station Hydraulics and Phasing Evaluation, Dodson Engineers, dated June 21, 2006 for Pump Station "A", East Street Pump Station, and future Pump Station "C" have not changed.
- East Pump Station and future Pump Station "C" are planned to be variable speed operation. This was an important assumption used in the prior work performed within the West Main Street Sanitary Sewer Pump Station "A" - Technical Memorandum No. 3 – Pump Station Hydraulics and Phasing Evaluation, Dodson Engineers, dated June 21, 2006.
- Forcemain routing (plan, profile and alignment) for Pump Station "A" has not changed significantly from the Improvement Plans for Northwest Winters Sewer Forcemain Project (Drawings 1-13 of 13 dated 9/21/2006, Laugenour & Meikle, and earlier version Drawings 1-12 of 12 dated 3/13/2006, Laugenour & Meikle).
- Tie-in locations and hydraulic assumptions at WWTP have not changed for startup and buildout conditions as previously used in the prior work (such as the addition of screening at the WWTP) within the surge analysis work and West Main Street Sanitary Sewer Pump Station "A" - Technical Memorandum No. 3 – Pump Station Hydraulics and Phasing Evaluation, Dodson Engineers, dated June 21, 2006.
- VWHA will rely upon the original work by Dodson Engineers in 2006 and assumes no changes have or will occur that impact the hydraulic or phasing evaluation or surge analysis (such as design flows for the pump stations (West Main Street Sanitary Sewer Pump Station "A", East Street Pump Station or Future Pump Station C); forcemain sizes, alignment, or plan and profile; hydraulic conditions at the WWTP such as the addition of screenings removal or any other items related to the forcemain system) performed under the original surge analysis or within Technical Memorandum No. 3 – Pump Station Hydraulics and Phasing Evaluation (dated June 21, 2006) and all work is still valid. It is assumed that the forcemain material will not be changed from its original DIP design. The prior work was based on the use of ductile iron pipe for the pump station's forcemain.
- No survey work has been included in the scope of work and fee estimate. If additional survey work beyond what was previously provided is determined necessary for the design of the project, such information shall be provided to VWHA.
- No geotechnical work has been included in the scope of work and fee estimate. If additional geotechnical work beyond what was previously provided is determined necessary for the design of the project, such information shall be provided to VWHA.
- Detailed design, bid services, and engineering services during construction are not included in the scope of work and fee estimate. Such services will be included under a

separate contract.

SCHEDULE

The schedule for the project is shown below. Notice-to-Proceed will occur upon receipt of a fully executed contract. The schedule is shown based on weeks from Notice-to-Proceed.

MILESTONE	DURATION	TIMING	WEEKS FOLLOWING NTP to COMPLETION
NOTICE TO PROCEED (Receipt of Contract)			
Prepare Work Plan	1 week	weeks 0-1	1 week
Task 2 - Review Background Information	2 weeks	weeks 0-2	2 weeks
Kick-off Meeting			2 weeks (Obtain input for Tasks 4 and 5)
Workshop Meeting No. 1			4 weeks (Present preliminary findings of Tasks 3, 4 and 5 and obtain consensus on direction for Task 5)
Task 3 – Analysis of Previously Prepared Contract Documents	5 weeks	weeks 1-6	6 weeks
Submit TM 1			6 weeks
Task 4- Pump Station Design Criteria	4 weeks	weeks 1-5	5 weeks
Submit TM 2			5 weeks
Task 5 – Pump Station Phasing Evaluation	5 weeks	weeks 1-6	6 weeks
Submit TM 3			6 weeks
Workshop Meeting No. 2			6 weeks (Discuss TMs 1-3)

FEE ESTIMATE

The table provided on the following page provides a summary of the estimated hours and fee for the project. Labor hours are shown by task and labor classification below for VWHA. Subconsultant fees are shown in dollars. The fee estimate is based on the scope of work and schedule outlined herein.

City of Winters
West Main Street Sanitary Sewer Pump Station A
Estimated Hours and Fee

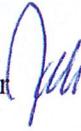
TASK DESCRIPTION	VWHA (HOURS)				SUBCONSULTANT (DOLLARS)					(DOLLARS)	(DOLLARS)
	Project Manager	Project Engineer	CAD Drafter	Administrative Support	Structural TJC and Associates (\$)	Electrical/Instr ECS Engineering (Sam Terry) (\$)	Architectural Burks Toma (\$)	Landscape Architect Environmental Foresight (\$)	Surge Analysis ZZ Technology (\$)	Other Direct Costs (\$)	Total Project (\$)
Billing Rate	\$229	\$126	\$160	\$88							
1 - Project Management											
Prepare Workplan	2	4		2						\$50	
Kickoff Meeting/Site Visit	8			2		\$800				\$180	
Workshop Meeting No.1	8			2		\$800				\$180	
Workshop Meeting No.2	8			2		\$800				\$180	
Coordination	8									\$0	
Project Management	12									\$0	
1 - Total	46	4	0	8	\$0	\$2,400	\$0	\$0	\$0	\$590	\$14,732
2 - Review Background Information											
Review Background Information	8	16	8							\$0	
2 - Total	8	16	8	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,128
3 - Analysis of Previously Prepared Contract Documents											
Analysis of Previously Prepared Contract Documents (TM 1)	24	80		16	\$2,400	\$2,000	\$1,330	\$500		\$823	
3 - Total	24	80	0	16	\$2,400	\$2,000	\$1,330	\$500	\$0	\$823	\$24,037
4 - Pump Station Design Criteria											
Pump Station Design Criteria (TM 2)	8	16		8	\$1,200	\$1,500	\$1,330	\$300		\$633	
4 - Total	8	16	0	8	\$1,200	\$1,500	\$1,330	\$300	\$0	\$633	\$9,515
5 - Pump Station Phasing Evaluation											
Pump Station Phasing Evaluation (TM 3)	24	60	40	16	\$2,400	\$2,400	\$2,380	\$400		\$958	
5 - Total	24	60	40	16	\$2,400	\$2,400	\$2,380	\$400	\$0	\$958	\$29,402
TOTAL ALL TASKS (1-5)	110	176	48	48	\$6,000	\$8,300	\$5,040	\$1,200	\$0	\$3,004	\$82,814

Notes:

- Other Direct Costs include mileage and reproduction expenses plus 10% markup on all expenses including subconsultants.
- Labor billing rates shown are for year 2015/2016 for individuals anticipated to work on the project. Actual billing rates for individuals who work on the project will be used. The overall fee shall not be exceeded.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 6, 2015
FROM: John W. Donlevy, Jr., City Manager 
Alan L. Mitchell, City Engineer
SUBJECT: Funding for Design - Grant Avenue/W. Main Signal and Pedestrian Improvements, Project No. 16-01.

RECOMMENDATION: Staff recommends City Council:

- 1) Approve Project Budget Sheet (PBS) for Grant Avenue/W. Main Signal and Pedestrian Improvements, Project No. 16-01 and;
- 2) Authorize the City Manager to expend funds within the Project Budget Sheet approvals for executing consultant services agreements on behalf of the City.

BACKGROUND: Planned development, including Walnut Ranch (Hudson Ogando), Callahan, and Winters Highlands, in the vicinity of Grant Ave. (Hwy. 128) and W. Main Street will trigger the need for a new traffic signal and pedestrian improvements at the intersection. Walnut Ranch is currently under construction and one of the Mitigation Measures stipulates that the signal be installed after the 50th unit is constructed. Also, the Conditions of Approval for Walnut Ranch included pedestrian improvements that were approved by Council to be deferred and included with the signal project.

DISCUSSION: The Developer (Ashdon Development, LLC) requested the City get started on the design, so that the project can be ready to construct should the economy continue to support project build-out. A Project Number was assigned and a Project Budget Sheet prepared for the design only.

Staff recommends the City Council approve the PBS and authorize the City Manager to expend the approved funds to execute agreements for design services.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The cost of the Grant Ave./W. Main St. Signal and Pedestrian Improvements, Project No. 16-01 is being paid through a combination of Street Impact Fees and Developer funds. The signal is included in the City's AB1600 Fee Program. Ashdon Development will front the funds for design, and will receive fee credits against their street impact fee obligation. Ashdon Development is responsible for the design and construction of the pedestrian improvements and will deposit funds with the City.

Attachment: Project Budget Sheet

W. MAIN AND GRANT (HWY. 128) SIGNAL AND PEDESTRIAN IMPROVEMENTS

Project Budget Sheet (Design Only)

CIP#: 16-01

MTIP #

Last Updated:

Original Approval: April-14

Project Owner: Public Works

Project Manager: Alan Mitchell

Project Resource: Consultant

Description:

Preliminary engineering, environmental review, design, Caltrans permit, and construction documents only, for installation of a traffic signal and associated improvements (i.e. sidewalks, bike lanes, crosswalks) at the intersection of Grant Avenue (SR 128) and West Main Street.

Authority:

As part of the environmental review process in identifying traffic impacts associated with proposed new development along W. Main Street, one key mitigation requirement was to construct a traffic signal and make geometric modifications at Grant Avenue and W. Main Street.

Budget:						
Item	%	Amount	Item	%	Amount	
Project Management		\$15,000	Design		\$99,000	
Testing and Inspection			Permits			
Pre-Design		\$12,000	Construction			
Right of Way/Utility Relocation			Other			
CEQA/NEPA			Project Total:		\$126,000	

Financing Schedule:							
		Project Start: 2015		Project Completion: 2017			
Phases: Pre-Design, Design, CEQA, Right of Way, Construction							
Fund Code:	Name:	Impact Fee	Ashdon Dev.	Blank	Blank	Blank	FY Totals
Previous							\$ -
FY 15/16:	\$	112,140	\$ 13,860				\$ 126,000
FY 16/17:							\$ -
Fund Totals:	\$	112,140	\$ 13,860	\$ -	\$ -	\$ -	\$ 126,000

Recommended for Submittal

Recommended for Approval

Finance Department Approval

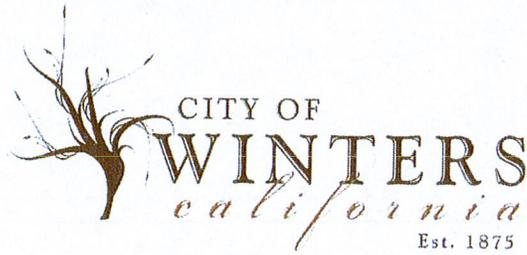
City Manager Approval

Carol Scianna, Public Works (date)

Alan Mitchell, City Engineer (date)

Shelly Gunby, Director of Finance (date)

John Donlevy, City Manager (date)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 6, 2015
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Alan Mitchell, City Engineer
SUBJECT: Public Improvement Agreement for PG&E Gas Operation Technical Training Center (GOTTC)

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 2015-___ to approve the Public Improvement Agreement with Pacific Gas and Electric Co.; and to authorize the Mayor to execute the Agreement and the City Clerk to record the Agreement with the County Recorder.

BACKGROUND: Pacific Gas and Electric (PG&E) submitted an application to the City of Winters (City) to construct, operate, and maintain a natural gas vocational training center along the southwest corner of I-505 and Grant Avenue. The project was approved by the City Council on July 21st. The Final Parcel Maps were recently approved by the Planning Commission to create the parcel that the GOTTC will occupy.

DISCUSSION: PG&E has provided Improvement Plans for construction of public improvements, which include frontage improvements along Grant Avenue, construction of One PG&E Way cul-de-sac, a traffic signal at Grant Ave. and One PG&E Way, the interim drainage channel along the west and south sides of the project, and water and sewer pipelines for public use. PG&E will sign the (attached) Public Improvement Agreement, which provide for the construction and dedication to the City of the required public improvements.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The Developer will pay fees and provide bonds, pursuant to the Agreement. No City funds impacted.

Attachment: Resolution No. 2015-47
Public Improvement Agreement

RESOLUTION NO. 2015-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING THE MAYOR TO EXECUTE THE PUBLIC IMPROVEMENT
AGREEMENT WITH PACIFIC GAS AND ELECTRIC CO., AND AUTHORIZE THE
CITY CLERK TO FILE THE PUBLIC IMPROVEMENT AGREEMENT WITH THE
COUNTY RECORDER FOR RECORDATION.**

WHEREAS, the City of Winters, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California (“City”) is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such a date the City Council conducted a dully noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard, and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the Public Improvement Agreement with Pacific Gas and Electric Co., in the form attached hereto as Exhibit A and incorporated herein by this reference (the “Agreement”) is hereby approved.
- b. That the Mayor is hereby delegated authority to, and is authorized and directed to, execute the Agreement substantially in the form attached hereto as Exhibit A, subject to minor amendments as approved by the City Attorney and City Engineer.
- c. Authorize the recordation of the Agreement by the City Clerk.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on October 6, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATE: _____

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk

Recording Requested by
and when Recorded, return to:

City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT

This Public Improvement and Maintenance Agreement (“AGREEMENT”) is made and entered into this ____ day of _____, 2015 (“EFFECTIVE DATE”) by and between the CITY OF WINTERS, a municipal corporation, hereinafter called (“CITY”) and Pacific Gas and Electric Co., hereinafter called (“DEVELOPER”). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the “PARTIES” and singularly as “PARTY.”

RECITALS

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, as more particularly described in Exhibit A and is currently developing the property with a vocational training facility known as the Winters Gas Operations Technical Training Center (“PROJECT”); and

WHEREAS, the PROJECT has been conditionally approved by the CITY Council subject to, among other requirements, the development of and dedication to the City of certain public improvements; and

WHEREAS, the public improvements for the PROJECT include, but are not limited to the following: streets, highways, sidewalks, sewer, water, curbs, gutters, storm

drainage facilities, and other public utility facilities. The foregoing public improvements are more particularly described in paragraph 3 of this AGREEMENT, and are hereinafter referred to as “the required public improvements;” and

WHEREAS, the improvement plans for the required public improvements have been prepared in accordance with plans and documents submitted to and approved by the CITY, the conditions of approval required by the Planning Commission, and in satisfaction of applicable state and local environmental compliance requirements; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this AGREEMENT to provide for the construction and dedication to the City of the required public improvements, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Payment of Fees:** Subsequent to execution of this AGREEMENT by CITY, or at such times as are legally required, DEVELOPER shall pay to CITY all those planning, plan check approval, and administrative fees required by CITY ordinances, as more specifically set forth in paragraph 32 of this AGREEMENT. Those fees to be paid shall include actual staff time and expenses incurred in the processing and checking improvement plans. All other fees (e.g. development impact fees) shall be paid in accordance with existing ordinances or resolutions and this AGREEMENT.

2. **Inspection Fees:** The DEVELOPER shall pay to the CITY fees for inspecting the construction of the required public improvements in an amount equal to a deposit of One-Hundred Sixty-Four Thousand, Five-Hundred Sixty-Four Dollars (\$164,564). Said fees in the amount of

\$164,564 shall be paid at time of approval of the improvement plans.

The fees referred to in this paragraph are not necessarily the only City inspection fees, charges, or other costs that may be imposed on the PROJECT, and this AGREEMENT shall in no way exonerate or relieve the DEVELOPER from paying such other applicable fees, charges, and/or other costs. Fees associated with over-time inspections and other special inspections related to the required public improvements may be drawn down from the initial deposit, or any subsequent deposit as required by the CITY.

3. Construction of Improvements:

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by BKF, dated 9/30/15 ("IMPROVEMENT PLANS"), a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is One-Million Three-Hundred Ninety-Seven Thousand, Fifty-Eight Dollars (\$1,397,058).

b. DEVELOPER agrees to install street lights pursuant to P.G. & E. and City requirements.

c. DEVELOPER agrees that gas, electric, telephone or cable television utilities shall be provided via underground transmission facilities to Developer's property at no cost to CITY.

4. **Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS approved by CITY.

b. DEVELOPER shall provide the City Engineer with a geotechnical study showing condition of the soil/earth for infrastructure, and building pads.

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by City Council on July 21, 2015 and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

6. **Schedule For Construction:** Construction of all required public improvements shall be commenced by the DEVELOPER within one-hundred eighty (180) days of the Effective Date and shall be completed within three hundred-sixty five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of construction, the DEVELOPER shall notify the City Engineer, in writing of the date DEVELOPER shall commence construction, and shall provide the City Engineer with a construction schedule, in a form specified by the City Engineer, before beginning any work.

7. **Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The City Engineer is not required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.

Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

b. Whenever the DEVELOPER varies the period during which work is carried out on each day, DEVELOPER shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of proper inspection by the City Engineer shall be subject to rejection. Safe access to all parts of the work shall at all times be maintained for the necessary use of the City Engineer, other agents of the CITY, and agents of the Federal, State, or local governments, as applicable, during reasonable hours for inspection of the work to ascertain compliance with applicable laws and regulations.

c. One or more inspectors may be assigned by the City Engineer to observe the work and compliance with this AGREEMENT. It is understood that such inspectors shall have the power to issue instructions, reject work, and make decisions regarding compliance with this AGREEMENT, subject to review by the City Engineer within the limitations of the authority of the City Engineer, but shall not have the right to reject work previously approved by a different inspector. Such inspection shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions in conformance with this AGREEMENT.

d. The City Engineer and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the DEVELOPER shall provide safe and convenient facilities for such access and for inspection. If this AGREEMENT, the CITY's improvement standards, the City Engineer's instructions, or the laws, ordinances, of any applicable public authority require any material, equipment or work to be specifically tested or approved, the DEVELOPER shall give the City Engineer timely notice of its readiness for such inspection, and if the inspection is by an authority other than the CITY, notice shall be given of the time fixed for such inspection. Inspections by the City Engineer will be made promptly and, where practicable, at the source of supply.

e. Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing such work, including the cost of City furnished materials used in the work, shall be borne by the DEVELOPER, regardless of whether or not the work exposed is found to be defective.

f. The DEVELOPER shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the City Engineer for performing all inspection and tests. DEVELOPER shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of its inspection.

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the applicable government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws,

ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

8. Timeliness and Extension:

a. Time is of the essence of this AGREEMENT. The dates for commencement and completion of the required public improvements may be extended as provided in this paragraph. The City Engineer may extend the dates due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquake, floods and conditions resulting therefrom, or for other reasons beyond the control of the DEVELOPER. Extension of the dates for any other cause shall be made only by the City Council. Extension shall be granted only upon a showing of good cause by the DEVELOPER. The City Council shall be the sole and final judge as to whether sufficient good cause has been shown to warrant granting the DEVELOPER an extension.

b. Request for extension of the commencement and/or completion date shall be in writing and delivered to the CITY in the manner hereinafter specified for service of notices in paragraph 27 of this AGREEMENT. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the CITY.

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such

extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

d. The granting of any extension of time may be conditioned by the CITY by requiring new or amended improvement security in amounts reasonably increased to reflect increases in the costs of constructing the required improvements or by other reasonable conditions imposed by the CITY to protect its interests and ensure the timely completion of the required public improvements.

9. **Improvements Security:** Concurrently with the execution of this AGREEMENT, the DEVELOPER or the DEVELOPER's designated General Contractor(s) shall furnish the CITY:

a. Improvement securities in the sum of One-Million Three-Hundred Ninety-Seven Thousand, Fifty-Eight Dollars (\$1,397,058) for Performance, which is equal to 100% of the estimated cost to construct the public improvements within the CITY rights of way; and

b. Improvement securities in the sum of Six-Hundred Ninety-Eight Thousand Five-Hundred Twenty-Nine Dollars (\$698,529) for Payment/Materials, which is equal to 50% of the estimated cost to construct the public improvements within the CITY rights of way; and

c. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state

or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

10. Release of Security: The security furnished by the DEVELOPER may be released in whole or in part in the following manner:

a. Security given for faithful performance of any act or agreement will be released upon the performance of the act and final completion and acceptance by the City Council of the required work, which shall not be unreasonably withheld. Partial release of said security upon partial performance of the act or the acceptance of the work as it progresses may be made upon written authorization of the City Engineer following his inspection and approval of the required public improvements or work related thereto, and the approval of the City Council once each month. In any event, however, sufficient security in an amount equal to ten percent (10%) of the estimated cost of the required public improvements to be constructed, shall be retained for the guarantee and warranty of the constructed improvements and related work against any defective work or labor done, or defective materials furnished, and for the purpose of guaranteeing payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment, and the same shall be retained for one (1) year after completion and acceptance by the CITY of all required public improvements and work related thereto. CITY is further not obligated to release any amount of security deemed reasonably necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

b. Security securing the payment to contractor, his subcontractors and to persons furnishing labor, materials or equipment may, six (6) months after performance of the act and the completion and acceptance of the work, be reduced to an amount not less than the total of

all claims on which the action has been filed and notice thereof given in writing to the City Council, and if no such actions have been filed the security may be released in full.

11. **Risk of Loss Prior To Acceptance:** Neither the CITY, nor any of its officers/elected officials or employees, shall be liable or responsible to DEVELOPER or anyone else, for any accident, loss, or damage, happening or occurring to the improvements specified in this AGREEMENT prior to the completion and acceptance of the required public improvements by CITY, unless and only to the extent that any of the above arises by the negligence of the City. The entire risk of loss relative to said improvements shall be with the DEVELOPER during the period of construction thereof and prior to completion and acceptance thereof by CITY.

12. **As Built Drawings:** DEVELOPER shall provide City with a copy of scanned as-built drawings within sixty (60) days of the completion of the project; Certificate of Occupancy.

13. **Utility Arrangements:** DEVELOPER shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this AGREEMENT, a written statement or a will service letter signed by DEVELOPER and each Applicable public utility serving the project, providing that DEVELOPER has made all arrangements required and necessary to provide the public utility service to the project. Said agreement will provide for the undergrounding of all Applicable utility lines on the property as approved by the City Engineer. For purposes of this paragraph, the term "public utility" shall include, but is not limited to, a company providing natural gas, water, sewer, electricity, telephone, and/or cable television service. Said provision shall be without expense to the CITY.

14. **Insurance:** DEVELOPER shall not commence construction or work under this AGREEMENT until all insurance required under this paragraph is obtained and until such insurance has been approved by the City Attorney as to form and sufficiency, nor shall the

DEVELOPER allow any contractor or subcontractor to commence work until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved.

a. WORKERS' COMPENSATION INSURANCE shall be provided, during the life of this AGREEMENT, for all employees employed for construction or work required under this AGREEMENT regardless of whether said employees are employed by Owner or Owner's contractors, subcontractors, or agents. DEVELOPER shall indemnify and hold harmless CITY for any damage resulting from failure of either DEVELOPER or any contractor or subcontractor to take out or maintain such insurance.

b. DEVELOPER shall obtain the following insurance coverages naming DEVELOPER's contractors, subcontractors, and their agents as insured, and the coverage and certificate(s) thereof shall have been approved by the City Attorney:

1) COMPREHENSIVE GENERAL LIABILITY INSURANCE for liability assumed by DEVELOPER pursuant to this AGREEMENT with CITY. The minimum limits of liability for the insurance of this PROJECT for the CITY shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate for bodily injury liability and property damage liability.

2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars (\$1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

An additional insured endorsement to the DEVELOPER's liability insurance policies shall name the CITY, its elective and appointive boards, commissions, officers, agents, and employees, as

additional insured, and provide that such insurance is primary insurance with respect to the interest of the CITY and that of any other insurance maintained by the CITY.

15. Certificates of Insurance: Promptly upon execution of this AGREEMENT, and prior to commencement of any work, the DEVELOPER shall provide the CITY with certificates of insurance evidencing that the above-required insurance has been obtained and is in full force and effect. The terms of the above-required insurance policy/policies shall require each carrier to give CITY at least thirty (30) calendar days prior written notice of cancellation or reduction in coverage of each of the above-required insurance policies during the effective period of this AGREEMENT. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER for liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this AGREEMENT or otherwise in law.

16. Indemnification and Hold Harmless: DEVELOPER will indemnify, hold harmless and assume the defense of, in any actions of law or in equity, the CITY, its officers/elected officials, employees, agents, and elective and appointive boards from any and all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, directly or indirectly arising out of or in any way connected with performance under this AGREEMENT and/or construction of the required public improvements by the DEVELOPER, his contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the DEVELOPER, his contractor or any subcontractor. This indemnification and hold harmless provision shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the construction. Acceptance of insurance certificates required under this AGREEMENT does not relieve DEVELOPER from liability under

this indemnification and hold harmless provision.

17. Developer Is Not An Agent of the City: Neither DEVELOPER, nor any of DEVELOPER's contractors, subcontractors, or agents are or shall be considered agents of CITY when performing DEVELOPER's obligations under this AGREEMENT.

18. Repair of Reconstruction of Defective Work: For a period of one (1) year after acceptance by the City Council of the completed construction and work done under this AGREEMENT, DEVELOPER shall remain fully and completely responsible for the repair, replacement, and reconstruction of any defective or otherwise unsatisfactory work or labor done, or defective materials furnished, in the performance of this AGREEMENT by DEVELOPER. Should DEVELOPER fail or refuse to act promptly after receiving written notification by CITY of the necessity to act pursuant to the aforementioned requirement, or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacements and perform the reconstruction work and DEVELOPER shall pay to CITY the actual cost therefore plus fifteen percent (15%) thereof, which additional fifteen percent (15%) shall be paid to CITY as and for an administrative fee. The PARTIES further understand and agree that the improvement security furnished pursuant to paragraph 9 of this AGREEMENT shall guarantee and secure the faithful performance of the provisions of this paragraph during the one-year warranty period.

19. Acceptance and Dedication to City of Requirement Public Improvements: Title to and ownership of the required public improvements constructed pursuant to this AGREEMENT by DEVELOPER shall vest absolutely to the CITY upon completion and acceptance in writing of such improvements by CITY. The CITY may elect not to accept the required public improvements, unless they are constructed in conformity with the approved IMPROVEMENT

PLANS, approved modifications, if any, City's improvement standards, and to the satisfaction of the City Engineer.

20. Notice of Breach and Default: If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the DEVELOPER should be adjudged a bankrupt, or DEVELOPER should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed in the event of DEVELOPER's insolvency, or if DEVELOPER, or any of the DEVELOPER's contractors, subcontractors, agents, or employee, should violate any of the provisions of this AGREEMENT, CITY may serve written notice of breach of this AGREEMENT upon DEVELOPER and any holder of security provided by DEVELOPER pursuant to paragraph 9 of this AGREEMENT.

21. Breach of Agreement: Performance by Improvement Security Provider or City:

a. In the event of any such notice of breach and default, those entities or individuals providing improvement security to the DEVELOPER under Paragraph 9 shall have the duty to take over and complete the required public improvements herein specified. However, if within fifteen (15) days after the servicing upon it of such notice of breach, the security improvement providers do not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within twenty (20) days after notice to such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and those providing improvement security to the DEVELOPER shall be liable to CITY for any excess cost or damages occasioned CITY thereby.

b. In the event DEVELOPER has provided security for DEVELOPER's performance under this AGREEMENT in either the form of a deposit or an instrument of credit, CITY, at its option, shall have full and conditional recourse to such security in accomplishing the performance incumbent upon DEVELOPER.

c. In the event the CITY takes action under Subsection 21(a) or 21(b) above, CITY without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor. The rights of CITY provided in this Section are in addition to and cumulative to any and all other rights. Paragraphs 20 and 21 hereof shall not be construed as being in lieu of any other such rights provided by law.

22. Prevailing Wages:

a. DEVELOPER acknowledges that CITY has made no representation, express or implied, to DEVELOPER or any person associated with DEVELOPER regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). DEVELOPER agrees with CITY that DEVELOPER shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor

Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, DEVELOPER knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section. _____(Initials of Authorized Developer Representative)

c. DEVELOPER shall indemnify, hold harmless and defend CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including DEVELOPER, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this AGREEMENT. DEVELOPER's defense of the CITY shall be provided by counsel reasonably acceptable to the CITY. The foregoing indemnity shall survive any termination of this AGREEMENT.

23. **Assessment District:** DEVELOPER expressly consents to the annexation to the City-Wide Maintenance Assessment District.

a. Purpose of said district is to provide and pay for the maintenance,

servicing, and incidental expenses of the property's street lights, landscaping (where applicable), creek bank protection (where applicable), and open space areas along Putah Creek (where applicable), etc, as provided in the Streets & Highways Code, Section 22500 et seq., arising from the impacts brought by DEVELOPER and improvements constructed by the DEVELOPER.

b. DEVELOPER agrees that current assessment levels are appropriate, as are the assessment formulas.

24. **Effect of Waiver:** CITY's waiver of a breach of any one (1) term, covenant, or other provision of this AGREEMENT, is not a waiver of a breach of any other term, nor is a subsequent breach of the term or provision thereby waived.

25. **Attorney's Fees:** In the event that DEVELOPER fails to perform any obligation hereunder and should CITY prevail in any legal action to compel performance of this AGREEMENT, DEVELOPER agrees to pay reasonable attorney's fees, all costs of suit and all other expenses of litigation incurred by CITY in connection therewith. "Venue for any litigation shall be Yolo County Superior Court, State of California."

26. **Binding on Heirs, Successors, and Assigns:** The covenants and conditions contained in this AGREEMENT shall be binding on DEVELOPER'S heirs, successors, and assigns until such time as said covenants and conditions completely have been fulfilled.

27. **Notices and Payments:** Notices shall be in writing. Payments shall be made by cash, check, or money order. Notices or payments may be made by personal delivery to or mailed to:

CITY: City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager
Telephone: (530) 795-4910

DEVELOPER: Pacific Gas and Electric

Mailed notices or payments shall be deemed delivered three days after deposit in the U.S. Mail, properly addressed and with certified postage prepaid. A change of person or place to send or receive notices or payments shall be made in accordance with provision set forth hereinabove. Any PARTY or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. **Definition of CITY:** "CITY" shall include the City Manager, the City Engineer, and other authorized representatives designated by the Winters City Council.

29. **Covenants and Conditions:** Each covenant and each condition shall be deemed both a covenant and a condition.

30. **Effective Period of This Agreement:** This AGREEMENT shall remain in full force and effect for a period of one (1) year after acceptance by the City Council of the completed construction and the work done under this AGREEMENT or from DEVELOPER's completion of the most recent repair or reconstruction work under paragraph 18 of this AGREEMENT, whichever is later.

31. **Recordation:** The PARTIES agree that this AGREEMENT shall be recorded at the Office of the Yolo County Recorder.

32. **Time For Payment of Fees:**

a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT.

b. **Fish and Game CEQA Mitigation:** The DEVELOPER shall comply with provisions of Fish and Game Code Section 711.4 by, prior to any construction or grading of the PROJECT site, submitting written evidence of having paid applicable Fish and Game mitigation

fees.

c. Building Permits Fees: Appropriate building permit fees shall be paid prior to issuance of building permits.

d. City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid prior to issuance of certificates of occupancy unless otherwise stated in this requirement.

e. Development Impact fees are subject to an annual increase each July based upon the Engineering News Record Construction Cost Index.

f. Yolo County Facilities Fees: County fees must be paid prior to issuance of certificates of occupancy.

g. Business License: Prior to conducting business in the City of Winters, all contractors, subcontractors, or any other agents shall pay for and obtain a Business License.

33. **Disclaimer Of Liability:** In the event any claim, action or proceeding is commenced naming the CITY or its agents, officers/elected officials, and employees as defendant, respondent or cross defendant arising or alleged to arise from the CITY's approval of this PROJECT, the DEVELOPER shall defend, indemnify, and hold harmless the CITY or its agents, officers/elected officials and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul any approval of the CITY of Winters, the Winters Planning Commission, any advisory agency to the CITY and local district, or the Winters City Council. Project DEVELOPER shall defend such action at DEVELOPER's sole cost and expense which includes court costs and attorney fees. The CITY shall promptly notify the DEVELOPER of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the CITY

from participating in the defense of any claim, action, or proceeding, if the CITY bears its own attorney fees and cost, and defends the action in good faith. DEVELOPER shall not be required to pay or perform any settlement unless the settlement is approved by the DEVELOPER in good faith, and the settlement not direct or indirect cost on the CITY, or its agents, officers/elected officials, and employees, the Winters Planning Commission, any advisory agency to the CITY, local district and the Winters City Council. Notwithstanding anything in this AGREEMENT to the contrary, the foregoing shall not apply to any bona fide purchaser(s) from DEVELOPER following their acquisition of any parcel in the development project if the required improvements (for such purchasers' parcels) have been completed and accepted by the CITY.

34. Certificates of Occupancy: Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, or the City Engineer and Fire Chief have provided their written approval.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CITY OF WINTERS:

DEVELOPER:

BY: _____

Cecilia Aguiar-Curry , MAYOR

BY: _____

BY: _____

ATTEST:

APPROVED AS TO FORM:

Nanci G. Mills, CITY CLERK

Ethan Walsh, ATTORNEY

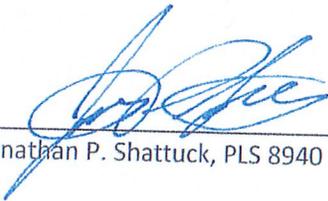
EXHIBIT “A”

Legal Description of Property

LEGAL DESCRIPTION OF PG&E LAND

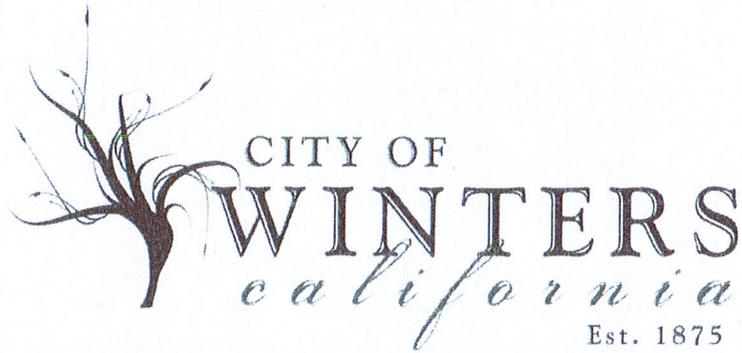
That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Lots 12 and 13, "Waldmar's Survey of Rancho Rio De Los Putos", more particularly described as follows:

Lot '1', as shown on Parcel Map 5097, filed in Book ___ of Maps at Page ___, Yolo County Records.

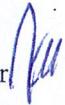

Jonathan P. Shattuck, PLS 8940

9/30/2015
Date





CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: October 6, 2015
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Gene Ashdown, Building Official 
SUBJECT: To Adopt Building and Code Enforcement Department Operations and Related Budget Adjustments

RECOMMENDATION:

That the City Council:

1. Receive a Staff Report on the Status of the Building and Code Department activities and staffing;
2. Approve "Status Quo" operation for staffing for the balance of Fiscal Year 2015-16
3. Adopt Resolution 2015-39 Budget Adjustment for Building and Code Enforcement Department

BACKGROUND:

With the projected increase in overall building activity and various projects on the way, the Staff and City Council has discussed various options to address staffing and service options for the Building and Code Enforcement Department. To date, decisions made have included the hiring of a building clerk, recruitment for potential part time inspection personnel and the negotiation of various contracts with private inspection providers to supplant need as it arises.

Staff has prepared the following overview of service demand and an overall strategy for maintaining service levels and providing needed inspection services.

OVERVIEW:

From July 1, 2014 thru June 2015 the Building and Code Enforcement Department has issued 348 building permits and completed a total of 1,695 inspections. In addition to staff, inspections have been completed by using outside contract inspector(s) provided by Bureau Veritas North America, Inc. To maintain consistency in inspections, the same two contract inspectors have provided the inspections throughout the year. The total billed hours for consultant inspectors during this time was 65.25 hours for a total of \$4,567.50 (information provided by BV).

During this time both staff and Bureau Veritas have completed required plan checks. The ability to use Bureau Veritas for plan checks when volume is high has allowed staff time to complete field inspections and day to day work.

DISCUSSION:

While staff anticipates no substantial decrease from the current day to day workload for the remainder of 2015-2016, the addition of a full time building permit technician (once training has been completed) will allow existing staff additional time to complete both inspections and the routine day to day operations of the Building and Code Enforcement Department.

In addition to the current workload, it is projected that between now and the end of June 2016 Winters Ranch will construct an additional 48 units and the Downtown Hotel will also be under construction. The PG&E Gas Operational Training Center will be under construction utilizing an outside consulting firm for plan check and inspection services. City Staff will provide oversight for the consulting firm as well as being on-site at the PG&E project as needed.

Staff has reviewed the revenues projected in the 2015-2016 budget, and believes the adjustments detailed in the chart below more accurately reflect the expected revenues for the Building and Code Enforcement Department.

City of Winters	
2015-2016 Projected Revenue Changes from Budget	
	Amounts
Increases in Projected Revenue	
Winters Ranch from 30 units to 48 units	\$ 85,000.00
Downtown Hotel not previously in budget	\$ 84,000.00
Total Projected Increases in Budget	\$ 169,000.00
Decreases in Projected Budget	\$ (142,000.00)
Elimination of Freeway Hotel & Creekside Estates	
Net Increase (decrease) in projected budget	\$ 27,000.00

Staff has reviewed the expenditures for the Building and Code Enforcement Department based on

the two (2) options. The projected cost of each option is detailed in the chart below.

City of Winters		
Estimated Budget Increase for Staffing Changes		
	2015-2016	2015-2016
	Status Quo	With Part time Building Inspectors
Building Permit Tech Wages and Benefits	\$ 49,700.59	\$ 49,700.59
File Scanning	\$ 25,000.00	\$ 25,000.00
Computer	\$ 1,500.00	\$ 3,000.00
Phone	\$ 400.00	\$ 800.00
Furniture	\$ 4,750.00	\$ 4,750.00
Vehicle		\$ 25,000.00
Wages and Taxes for Building Inspectors		\$ 86,680.00
City Cell phones		\$ 1,600.00
Scanner	\$ 1,200.00	\$ 1,200.00
	\$ 82,550.59	\$ 197,730.59
less Allocation per budget for Part time Clerk	\$ 27,008.80	\$ 27,008.80
Total increase in Department Budget	\$ 55,541.79	\$ 170,721.79

The Status Quo option allows us to maintain the quality of inspections and plan checks at current levels. Working with our contract inspections firms, we will strive to have the continuity of the same inspectors that have provided inspection services to us in the past. These inspectors have years of inspection experience in both residential and non-residential projects. These inspectors require no on the job training as they are both familiar with the City of Winters and have filled in for current staff during absences and peak inspection demand. These inspectors are available to the City with 24 hours of notice and are used on an as needed basis. These inspectors provide their own phones and vehicles. Plan check will continue to be handled as they currently are. Staff will continue to complete non-structural plan check as time allows and will send structural plan checks to the consultant.

Under the Status Quo proposal the contract consultant inspectors are billed out at \$70/hr. which with our current (as of Sept. 15, 2015) approved 2015-2016 Budget having a balance of approx. \$73,090 (unspent) will allow for up to \$60,000 or 857 hours of inspection time. This works out to approximately 21 hours each week through June 30, 2016. This would leave approximately \$13,000 for plan check services fees. Based on the adjusted projected revenues of \$27,000 and projected increased expenditures of \$55,541.79, the net expenditures over revenues in the department would increase by approximately \$28,000.00 under this option.

Staff has also looked at an option which includes the addition of hiring two part time inspectors at a rate of \$40.00 per hour. Each inspector would work up to 20 hours a week. While this would provide additional time of availability for inspections, it will be difficult to find qualified inspectors that would be available on an as needed basis only. The addition of part time inspectors will

require an additional cost as detailed in the projected expenditure table above.

Staff intends to continue to monitor contract inspector's time and fees used. If contract inspectors are being used on an average of more than 20 hours a week staff will propose additional action on the operations of the department.

FISCAL IMPACT:

Net increased cost of operating the Building and Code Enforcement Department of \$28,000

ATTACHMENTS: Resolution 2015-39

RESOLUTION 2015-39

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2015-2016 be amended as follows:

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

a) Increase 102-57511-420 Furniture	\$ 4,750.00
b) Increase 102-52213-420 Computers	\$ 2,700.00
c) Increase 102-53116-420 Phone	\$ 400.00
d) Increase 102-54419-420 Misc. Services	\$25,000.00
e) Decrease 102-5012-420 Part-time Salary	(\$27,009.00)
f) Increase 102-50100-420 Full time Salary	\$31,500.00
g) Increase 102-50400-420 Unused Benefits	\$ 9,345.77
h) Increase 102-50900-420 Insurance	\$ 7,607.34
i) Increase 102-50800-420 Taxes	\$ 1,247.68

PASSED AND ADOPTED by the City Council, City of Winters, this 1st day of September 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



TO: Honorable Mayor and Councilmembers
DATE: October 6, 2015
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Sergio Gutierrez, Chief of Police
SUBJECT: Yolo County Animal Services Contract

RECOMMENDATION:

Authorize the Mayor to sign the attached Animal Services Two Year Agreement for Fiscal Years 2015/2016 and 2016/2017 between the County of Yolo and the City of Winters to renew services.

BACKGROUND:

The City of Winters and the County of Yolo has had a contract for Animal Services for several years. The County of Yolo through the Sheriff-Coroner's Department is contractually responsible for providing all cities, unincorporated areas and the University of California, Davis campus with animal control ordinance enforcement, dog licensing, shelter operation and spay/neuter education services. The County Administrative Office takes the lead in reaching concurrence with the County's partners on the calculation of each entity's portioned cost of the program's budget.

The approval and acceptance of this contract would continue Animal Services for Fiscal Years 2015/2016 and 2016/2017.

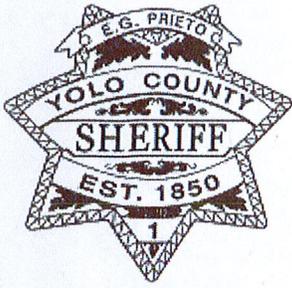
FISCAL IMPACT:

The contract is for the following two fiscal years with annual costs for each year:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
7/1/2015 – 6/30/2016	\$38,153	\$9,538.25
7/1/2016 – 6/30/2017	\$40,061	\$10,015.25

ATTACHMENTS:

The attached contract is a renewal of services for fiscal years 2015/2016 and 2016/2017.



Yolo County Sheriff's Office

140 Tony Diaz Drive, Woodland, CA 95776

(530) 668-5280

Fax (530) 668-5238

(916) 375-6493

E.G. Prieto
Sheriff ~ Coroner

Tom A. Lopez
Undersheriff

Administration
(530) 668-5280
Finance
Personnel
Planning & Research

Cameron Training Facility
Commissary
Inmate Education
Inmate Programs
Inmate Training

Coroner's Section
(530) 668-5292

Field Operations
(530) 668-5280
Civil
Community Resources
Crime Prevention
Department Training
Investigations
Marine Patrol
Patrol
Search & Rescue
Aero Squadron
Cadets
Posse Reserves
STARS

Animal Services
(530) 668-5287

Leinberger Detention
(530) 668-5254
Corrections
Inmate Work Programs

Monroe Detention
(530) 668-5245
Corrections
Court Services
Foods Services
Records
Transportation

September 15, 2015

City of Winters Police Department
Chief Sergio Gutierrez
702 Main Street
Winters, CA 95694

Subject: Animal Services Contract for FY 2015-16 and FY 2016-2017

Enclosed for your consideration is a two year agreement for Animal Control Services for fiscal year 2015-16, July 1, 2015 through June 30, 2016, and fiscal year 2016-17, July 1, 2016 through June 30, 2017. For fiscal year 2015-16 the annual compensation to be paid by the city is \$38,153, a decrease of \$1,659.00. The cost reflects the reclassification of three limited term positions to full time positions and includes the addition of one full time Volunteer Coordinator, previously funded by local law enforcement funds, to the Animal Services budget. This also allows for the replacement of two vehicles per fiscal year. For fiscal year 2016-17, there will be a 5% increase and the total compensation to be paid will be \$40,061.

The Yolo County Sheriff's Office respectfully requests your response within 30 days of receipt of this letter. Failure to respond will result in a termination of services.

Please let me know if you need any additional information. You may call me at (530) 668-5264 or email at rruiz-dark@yolocounty.org Please return the two original documents once it has been executed.

Sincerely,

Rosario Ruiz-Dark
Sheriff's Chief of Finance & Administration
Yolo County Sheriff's Office
Finance Section

Attachment: Animal Services Agreement (2 originals)

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE COUNTY OF YOLO
AND THE CITY OF WINTERS FOR
ANIMAL CONTROL SERVICES**

This Agreement (“Agreement”) is made and entered into this 1st day of July, 2015, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the City of Winters, a municipality under the laws of the State of California (“City”).

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City’s corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Division of its Sheriff’s Department within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and the provision of veterinary care per Penal Code 597f.
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code 120210-121690.
3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.
4. Response to vicious animals.

5. Response to free roaming or contained stray dogs.
6. Services provided by the County shall be limited as follows:
 - a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints will be limited to receiving and forwarding complaints.
 - b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.

B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.

D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. The City agrees to compensate the County annually, on a quarterly basis, the following amount:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2015-06/30/2016	\$ 38,153	\$ 9,538.25
07/01/2016-06/30/2017	\$ 40,061	\$ 10,015.25

B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent contract termination.

C. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than 10 county staff hours. The hourly rate for Extraordinary Incidents is \$59.00 per hour. The County will bill these charges quarterly.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to the City from the County.

In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$20,706, the final quarter payment due to the County from the City shall be adjusted accordingly.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as reimbursement for the care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2015 until June 30, 2017, unless sooner terminated as hereinafter provided.

B. Agreement may be extended for a period of one year based on mutual agreement of the County and City staff.

C. Should either party fail to substantially perform its obligations in accordance with this

Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that 30 days written notice is given.

VII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

VIII. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Winters: City of Winters Police Department
702 Main Street
Winters, CA 95694
Attn: Chief Sergio Gutierrez
(530) 795-2261

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Rosario Ruiz-Dark, Finance
(530) 668-5264

B. In lieu of written notice to the above addresses, either party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 795-4935 County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If

notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

IX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and the City.

X. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

XI. ENTIRE AGREEMENT

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

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

County of Yolo

By _____
Supervisor Matt Rexroad, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By  _____
Carrie Scarlata, Asst. County Counsel

City of Winters

By _____
Cecilia Aguiar-Curry, Mayor
City of Winters

Attest:
Nanci G. Mills, City Clerk
City of Winters

By _____
Deputy (Seal)

Approved as to Form:

By _____
Ethan Walsh, City Attorney



SUCCESSOR AGENCY TO THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT
AGENCY
STAFF REPORT

TO: Honorable Chairperson and Members of the Successor Agency to the
Dissolved Winters Community Development Agency.

DATE: October 6, 2015

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

FROM: Shelly A. Gunby, Director of Financial Management

SUBJECT: Consideration of Resolution SA-2015-07 of the City of Winters as
Successor Agency to the Winters Community Development Agency
adopting a Recognized Obligation Payment Schedule pursuant to AB1X 26.

RECOMMENDATION:

That the City of Winters as Successor Agency to the Winters Community Development Agency adopt the attached Resolution adopting a Recognized Obligation Payment Schedule in compliance with AB1X 26

SUMMARY:

In accordance with Health and Safety Code Section 34177, added by Assembly Bill 1X 26, the City of Winters as Successor Agency to the Winters Community Development Agency ("Agency") is required to adopt a Recognized Obligation Payment Schedule (ROPS) for each 6 month period beginning January 2012. AB1484 passed on June 27, 2012 requires that the January 1, 2016 through June 30, 2016 ROPS (known as 15-16B) be submitted to the Yolo County Auditor, the Department of Finance and the State Controller's office by October 5, 2015.

DISCUSSION

AB 1X 26 suspended all new redevelopment activities and incurrence of indebtedness by terminating virtually all otherwise legal functions of the Agency and mandating a liquidation of any assets for the benefit of local taxing agencies. Some debts are allowed to be repaid, but any such remittances are to be managed by a successor agency, that would function primarily as a debt repayment administrator. The successor agency cannot continue or initiate any new redevelopment projects or programs. The activities of the successor agency will be overseen by an oversight board, comprised primarily of representatives of other taxing agencies, until such time as

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the remaining debts of the former redevelopment agency are paid off, all Agency assets liquidated and all property taxes are redirected to local taxing agencies.

Under Health and Safety Code Section 34177, the ROPS must list all of the “enforceable obligations” of the Agency, and must be certified by an independent external auditor and is subject to approval by the Department of Finance, The State Controller and must be posted on the successor agency’s website. “Recognized obligations” include: bonds; loans legally required to be repaid pursuant to a payment schedule with mandatory repayment terms; payments required by the federal government, preexisting obligations to the state or obligations imposed by state law; judgments, settlements or binding arbitration decisions that bind the agency; legally binding and enforceable agreements or contracts; and contracts or agreements necessary for the continued administration or operation of the agency, including agreements to purchase or rent office space, equipment and supplies.

FISCAL IMPACT:

Without the approved ROPS, the City, as successor agency would not be able to pay the obligations of the former redevelopment agency, including making debt service payments on the 2004 and 2007 tax allocation bonds.

ATTACHMENTS:

Recognized Obligations Payment Schedule 15-16B
Resolution SA-2015-07

RESOLUTION NO. SA-2015-07

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE DISSOLVED COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WINTERS APPROVING A RECOGNIZED
OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JANUARY 1,
2016 THROUGH JUNE 30, 2016**

WHEREAS, pursuant to Health and Safety Code section 34173(d), the City of Winters (“RDA Successor Agency”) is the successor agency to the dissolved Community Development Agency of the City of Winters (“Agency”), confirmed by Resolution 2012-02 adopted on January 17, 2012; and

WHEREAS, Health and Safety Code Section 34179(a) provides that each successor agency shall have an oversight board composed of seven members; and

WHEREAS, The Department of Finances requires the Recognized Obligation Payment Schedule (ROPS 15-16B) for the period January 1, 2016 through June 30, 2016 be adopted and submitted to the Department of Finance no later than October 5, 2015.

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

The Oversight Board hereby approves and adopts the ROPS 15-16B attached to this Resolution as Exhibit A.

APPROVED AND ADOPTED by the Successor Agency to the former Community Development Agency of the City of Winters at a regular meeting held on the 6th day of October 2015, by the following vote.

AYES:

NOES:

ABSENT:

W. Keith Fridae, Chair

ATTEST:

Secretary

Winters Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet								
A	B	C	D	E	F	G	H	I
Cash Balance Information by ROPS Period		Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 14-15B Actuals (01/01/15 - 06/30/15)								
1	Beginning Available Cash Balance (Actual 01/01/15)					212,724	-	
2	Revenue/Income (Actual 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015					12,005	658,281	
3	Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q						630,684	
4	Retention of Available Cash Balance (Actual 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					224,725	-	
5	ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S			No entry required				
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ 27,597	
ROPS 15-16A Estimate (07/01/15 - 12/31/15)								
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ -	\$ 224,729	\$ 27,597	
8	Revenue/Income (Estimate 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015						407,256	
9	Expenditures for ROPS 15-16A Enforceable Obligations (Estimate 12/31/15)					224,725	377,592	
10	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ 57,261	

Winters Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail
 January 1, 2016 through June 30, 2016
 (Report Amounts in Whole Dollars)

A Item #	B Project Name / Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K, L, M, N, O Funding Source					P Six-Month Total		
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)						RPTTF	
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin			
1	2004 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	2/27/2004	2/4/2034	Bank of New York	Bond issue to fund non-housing projects	CDA Project Area	\$ 25,171,792	N	\$ -	\$ -	\$ 224,725	\$ 252,592	\$ 125,000	\$ 602,317		
2	2004 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	2/27/2004	2/27/2034	Bank of New York	Bond issue to fund housing projects	CDA Project Area	3,464,297	N			91,169	-	-	\$ 91,169		
3	2007 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	5/31/2007	5/31/2037	Bank of New York	Bond issue to fund non-housing projects	CDA Project Area	3,845,184	N			101,778	-	-	\$ 101,778		
4	2007 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	5/31/2007	5/31/2037	Bank of New York	Bond issue to fund housing projects	CDA Project Area	14,946,928	N			31,778	204,717	-	\$ 236,495		
5	Loan Due City of Winters	SERAF/ERAF	5/10/2010	6/30/2015	City of Winters	Loan Due for 2010 SERAF	CDA Project Area	2,641,960	N				40,635	-	\$ 40,635		
6	Winters Opera House Lease	Business Incentive Agreements	9/2/2005	8/31/2015	Winters Opera House	Palm Playhouse Rent Subsidy	CDA Project Area		1	N					\$ -		
8	Visitor Center Funding	Business Incentive Agreements	2/1/2011	12/31/2012	Winters Chamber of Commerce	Winters Visitor Center Operations Funding	CDA Project Area		N						\$ -		
9	Trustee Services	Fees	3/9/2004	8/31/2034	Bank of New York	Trustee Services 2004 Tax Allocation Bonds	CDA Project Area	35,530	N				1,870		\$ 1,870		
10	Trustee Services	Fees	6/1/2007	8/31/2037	Bank of New York	Trustee Services 2007 Tax Allocation Bonds	CDA Project Area	41,140	N				1,870		\$ 1,870		
11	Continuing Disclosure Services	Professional Services	8/15/2005	8/31/2034	Urban Futures, Inc.	Continuing Disclosure Reporting 2004 TABS	CDA Project Area	38,500	N				1,750		\$ 1,750		
12	Continuing Disclosure Services	Professional Services	8/15/2005	8/31/2037	Urban Futures, Inc.	Continuing Disclosure Reporting 2007 TABS	CDA Project Area	33,250	N				1,750		\$ 1,750		
15	Winters Cemetery District	Miscellaneous	6/4/1993	6/4/2023	Winters Cemetery District	Miscalculated pass through amounts (Civil Code Section 343)	CDA Project Area		N						\$ -		
16	Administration Allowance	Admin Costs	1/1/2012	6/4/2023	City of Winters	Successor Agency Allocated Expenditures	CDA Project Area	125,000	N					125,000	\$ 125,000		
17	Low Mod Income Housing Fund	Miscellaneous	6/4/1993	6/4/2023	Winters Housing Successor Agency	Funding for Low and Mod Income Housing	CDA Project Area		N						\$ -		
18	Housing	Improvement/Infrastructure	5/31/2007	6/4/2023	Winters Housing Successor Agency	Funding for Low and Mod Income Housing	CDA Project Area		1	N					\$ -		
19	Park Renovation	Improvement/Infrastructure	5/31/2007	6/4/2023	Subcontractors	Gap Funding to complete Grant Funded Renovation of City Park			1	N					\$ -		
20									N						\$ -		
21									N						\$ -		
22									N						\$ -		
23									N						\$ -		
24									N						\$ -		
25									N						\$ -		
26									N						\$ -		
27									N						\$ -		
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38									N						\$ -		
39									N						\$ -		
40									N						\$ -		
41									N						\$ -		
42									N						\$ -		
43									N						\$ -		
44									N						\$ -		
45									N						\$ -		
46									N						\$ -		

Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Winters
 Name of County: Yolo

<u>Current Period Requested Funding for Outstanding Debt or Obligation</u>		<u>Six-Month Total</u>
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):		\$ 224,725
A	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	224,725
Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 377,592
F	Non-Administrative Costs (ROPS Detail)	252,592
G	Administrative Costs (ROPS Detail)	125,000
H Total Current Period Enforceable Obligations (A+E):		\$ 602,317

<u>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</u>		
I	Enforceable Obligations funded with RPTTF (E):	377,592
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ 377,592

<u>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</u>		
L	Enforceable Obligations funded with RPTTF (E):	377,592
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)		377,592

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

_____ Name	_____ Title
/s/ _____ Signature	_____ Date

Winters Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the County Auditor-controller (CAC) and the State Controller.

ROPS 14-15B CAC PPA: To be completed by the CAC upon submittal of the ROPS 15-16B by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the Admin amounts do not need to be listed at the line item level and may be entered as a lump sum.

Table with columns A through AB. Columns C-S: Non-RPTTF Expenditures (Bond Proceeds, Reserve Balance, Other Funds). Columns T-S: RPTTF Expenditures (Non-Admin, Admin, Net SA Non-Admin and Admin PPA). Columns U-AA: RPTTF Expenditures (Non-Admin CAC, Admin CAC, Net CAC Non-Admin and Admin PPA). Columns AB: CAC Comments.