



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, December 1, 2015

Members of the City Council

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

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

5:30 p.m. - Executive Session

AGENDA

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

Pursuant to Government Code Section 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Name of Case: Donald Sipple et al v. City of Alameda et al, Los Angeles County Superior Court Case No. BC462270

Pursuant to Government Code Section 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS – John W. Donlevy, Jr., City Manager and Nanci G. Mills, Director of Administrative Services Regarding the Following Associations:

Department Head Association
Managers Association
Mid-Managers Association
Confidential Association
Miscellaneous Association
Police Officer Association
Sergeant Association
Fire Association

6:30 p.m. - Regular Session

AGENDA

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, November 17, 2015 (pp 5-7)

- B. Request for Street Closure Submitted by St. Anthony's Parish for Religious Procession on Saturday, December 12, 2015 (pp 8-12)
- C. Approval of Resolution 2015-51, a Resolution of the City Council of the City of Winters Approving a Caltrans Electrical Maintenance Agreement (pp 13-19)
- D. Right of Way Services Agreement for the Walnut Lane Roundabout Project (pp 20-40)
- E. Approval of Resolution 2015-52, a Resolution of the City Council of the City of Winters Authorizing Acceptance of Irrevocable Offer of Dedication (Morgan Street) (pp 41-49)

PRESENTATIONS

Presentation of Historical WWI Document to City Council – Howard Hupe

Winters High School Students Mariah Castillo, Audrey Brickey, Daisy Salinas and Andrea Martin to Give Presentation Regarding Their Senior Project – Winters Historical Mural

DISCUSSION ITEMS

1. None

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

1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the December 1, 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 November 25, 2015, and made available to the public during normal business hours.

Nanci G. Mills by Tracy Jensen

Nanci G. Mills, City Clerk

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

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

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

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

How to obtain City Council Agendas:

*View on the internet: www.cityofwinters.org/administrative/admin_council.htm
Any attachments to the agenda that are not available online may be viewed at the City Clerk’s Office or locations where the hard copy packet is available.*

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

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

Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Special Meeting of the Winters City Council
Held on Tuesday, November 17, 2015, at 4:00 p.m.

Mayor Cecilia Aguiar-Curry called the meeting to order at 4:00 p.m.

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

Nanci Mills led the Pledge of Allegiance.

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, November 3, 2015
- B. Appointment to Sacramento-Yolo Mosquito and Vector Control District
- C. Re-Assignment of City Note for Community Housing Opportunities Corporation (CHOC) Owned Property at 116 E. Baker St., Winters 1; In Conjunction with Rehabilitation Project.
- D. Authorize the City Manager to file a Notice of Completion for the Construction Services Contract with Vaca Valley Excavation for Contaminated Soil Placement, Site Restoration and Grading at

City-Owned Parking Lot

- E. Authorize Addendum to the Professional Services Contract with Melton Design Group for Design and Engineering Services for Phase 2 for the Walnut Park Construction Project (APN # 003 360 025)

City Manager Donlevy gave an overview and confirmed the re-appointment of Greg Lanzaro as the City of Winters representative as a member of the Board of Trustees of the Sacramento-Yolo Mosquito Vector Control District. Council Member Anderson said he would be recusing himself for Consent Item D due to a possible conflict of interest.

Motion by Council Member Cowan, second by Council Member Fridae to approve Consent Items A, B, C, and E. Motion carried with the following vote:

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

Council Members Anderson stepped down from the dais.

Motion by Council Member Neu, second by Council Member Fridae to approve Consent Item D. Motion carried with the following vote:

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

Council Member Anderson returned to the dais.

PRESENTATIONS: None

DISCUSSION ITEMS: None

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

1. None
-

CITY MANAGER REPORT: The Putah Creek car bridge will likely re-open on December 3rd, possibly with a single northbound lane open. Mayor Aguiar-Curry said we've waited this long and we want to see the job done correctly before the bridge opens. Mayor Aguiar-Curry said a 3-way stop sign had been requested at Russell & Railroad. City Manager Donlevy provided a written response to this request, declining the request.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the special meeting at 4:15 p.m. into closed session.

Present for the closed session: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu, Mayor Cecilia Aguiar-Curry and Staff Members City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, and Director of Financial Management Shelly Gunby.

Pursuant to Government Code Section 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS – John W. Donlevy, Jr., City Manager and Nanci G. Mills, Director of Administrative Services

The closed session was adjourned at 4:50 p.m. with nothing to report.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE : December 1, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Request for Street Closure for Religious Procession Submitted by St. Anthony's Parish for Saturday, December 12, 2015

RECOMMENDATION: Staff is recommending the approval of the Request for Street Closure submitted by St. Anthony Parish.

BACKGROUND: The procession is scheduled to take place on Saturday, December 12, 2015 between the hours of 3:00 p.m. to 4:00 p.m. The parade route is from the gazebo in Rotary Park (intersection of Main Street and Railroad Avenue) and ending at St. Anthony Parish at 511 Main Street, Winters, approximately one-half mile.

FISCAL IMPACT: St. Anthony will provide vested church members to provide traffic control at stop signs along the parade route. It is recommended a barricade be placed at Main and Cody Streets warning drivers traveling south from Grant Avenue of the procession ahead.



RECEIVED
NOV 13 2015
CITY OF WINTERS

City of Winters Request for Street Closure

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

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

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

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

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

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

Name: <u>Saint Anthony's Parish</u>	Organization: <u>Saint Anthony's Parish</u>
Address: <u>511 Main St.</u>	Mailing Address: <u>511 Main St.</u>
Telephone: <u>530-795-2230</u>	Today's Date: <u>Nov-13, 2015</u>
Streets Requested: <u>Main Street from Gazebo in Rotary Park to St. Anthony's Parish Hall.</u>	
Date of Street Closure: <u>December 12, 2015</u>	Time of Street Closure: <u>3:00 - 4:00 PM</u>
Description of Activity: <u>Religious Procession - Float, Marching band, Horses and about 200 people walking</u>	
Services Requested of City: <u>one police escort</u>	
<u>We provide our own stop/slow signs for traffic control</u>	
APPROVED: <u>[Signature]</u> <u>Police Department</u> <u>[Signature]</u> <u>Public Works Department</u>	

[Signature] Fire Department Admin. Services

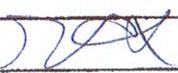
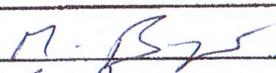
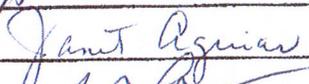
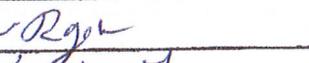
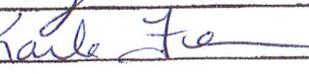
City of Winters Request for Street Closure

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

516 Main St.	N/A letter left
504 Main St.	N/A letter left
500 Main St.	N/A Letter left
475 Edwards St. Debra Collier Stack	
474 Edwards St.	N/A Letter left
472 Main St. Adela Fierros	
468 - Main St. de B.	
469 Main St. Randy Skinner	
463 Main St.	N/A letter left
459 Main St.	N/A letter left
455 Main St. Charles P. Fashki	
451 Main St. Bosse Family.	
439 Main St.	N/A letter left
437 Main St. John Hill	
435 Main St. Isabel Molina	N/A
433 Main St. Ma de Joe Stone	
431 Main St. Carla Stone	
427 Main St.	N/A letter left
428 Main St. Angelica Farias	
421 Main St. John Krugg Campbell	
412 Main St. - Apt 2 and 100	N/A letter left
410 Main St. John W. Ayler	
406 Main St.	N/A letter left.

City of Winters Request for Street Closure

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

512	Main ST.	DuCharme	
508	"	"	N/A letter left
488	"	"	" "
484	"	"	Burger 
480	Main st	Romero	S. ROMERO
476	"	"	N/A letter left
471	Abbey ST.	Rainwater	Marge Rainwater
464	Main ST.	N/A	letter left
460	Main ST.	"	"
456	Main ST.	N/A	letter left
206	Emery ST.	Aguilar	
205	Emery ST.	Garcia	
438	Main ST	letter left	letter
436	Main ST	Rojas	
434	Main ST	Ferguson	
430	main ST	Guelden	letter left
428	Main ST	Killingsback	SAA
426	main ST	N/A	letter left
422	main ST	N/A	letter left
418	Main ST	Bowden	
416	Main ST	N/A	letter left
414	Main ST	N/A	letter left
412	Main ST #B	N/A	letter left
408	Main ST	N/A	letter left
311	main ST	N/A	"
309	main ST	Lindsey	
307	main ST	Schuberg	
305	main ST	Clark	
303	main ST	Clark	



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: December 1, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Caltrans Electrical Maintenance Agreement and Resolution 2015-51

RECOMMENDATION: Staff recommends the Council approve the execution of an Agreement with Caltrans for sharing cost of state highway electrical facilities with the City and acceptance of Resolution 2015-51 approving the agreement.

BACKGROUND: As part of the planning and development of the Walnut Ln/Grant Ave. roundabout project, the City is required to update the Agreement for sharing cost of state highway electrical facilities. This agreement will continue to provide maintenance services for existing flashing beacons, traffic signals /systems, safety lighting and sign-lighting now in place at the state highway intersections, within the City limits. The City will be billed for maintenance labor and electricity, the cost distribution for these services is 50% for the City and 50% for Cal Trans. The City is generally billed on a quarterly basis, the average cost per year for these services is \$6000. The current agreement does not include the expected additions of any beacons or sign lighting that will be part of the Roundabout project, any additions will be amended with written concurrence of both parties to this agreement.

FISCAL IMPACT: The estimated costs for these services is \$6,000 annually

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH CITY OF WINTERS**

THIS AGREEMENT is made effective this 30th day of May, 2015, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Winters, hereinafter referred to as "CITY" and collectively referred to as "PARTIES"

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any CITY street/road shall be shared as shown in Exhibit "A".

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:
 - 1.1. It is agreed that monthly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:
 - 1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
 - 1.1.2. Electrical energy
 - 1.2. It is agreed that monthly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each month. Costs are as follows:
 - 1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
 - 1.2.2. Electrical energy
 - 1.3. It is agreed that monthly billings invoiced to CITY for State-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill CITY monthly in arrears for any CITY share of electrical facilities expenses shown in Exhibit "A".
2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.

3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.
4. When a District approved decorative signal facility (pole and appurtenances) identified on Exhibit A is damaged from an errant vehicle, vandalism, act of God, Caltrans will replace the signal facility with standard equipment from Caltrans inventory. Should the CITY, if wishing to restore the equipment to its original District approved décor, CITY will then, at its own expense, using its own crews or contractors, and under the approval of an encroachment permit, exchange STATE standard equipment with District approved decorative equipment at its sole expense. CITY is responsible for maintaining inventory of the District approved decorative equipment. After swapping out the standard equipment with the decorative equipment, the CITY will then deliver STATE owned standard equipment to the Caltrans Electrical Maintenance station at 624 N. East Str., Woodland, CA., 95776, 530-662-2426. Any Maintenance of the District approved decorative equipment will be the responsibility of the City.
5. The CITY will also maintain emergency vehicle preemption equipment at the traffic signal when the signal is maintained by the STATE. The cost of such maintenance shall be 100% local agency expense unless that equipment was originally installed for use by vehicles of another STATE agency that is paying those costs.

6. LEGAL RELATIONS AND RESPONSIBILITIES

- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 6.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the CITY.
- 6.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall

fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

7. PREVAILING WAGES:

7.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

7.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

8. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

8.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

8.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.

10. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WINTERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
City Clerk

By: _____
District 3 Director

By: _____
City Attorney

RESOLUTION NO. _____

Resolution of the CITY of WINTERS approving Agreement.

**FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH CITY OF _ WINTERS**

WHEREAS, the State of California, through its Department of Transportation has presented an Agreement for Cost-Sharing of the State highway in the CITY of Winters, effective as of _____, and to remain in effect remain in effect until amended or terminated.

WHEREAS, the CITY Council has heard/read said Agreement in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the CITY Council of the CITY of Winters, that said Agreement for Cost-Sharing of the STATE highway in the CITY is hereby approved and the _____ and the CITY clerk are directed to sign the same on behalf of said CITY

ADOPTED this _____ day of _____ 2015__.

By _____

Attest:

By _____
CITY CLERK

I hereby certify that the foregoing resolution was duly and regularly passed by the CITY _____ of the CITY of Winters, at a regular meeting thereof held _____, 2015__.

By _____
CITY CLERK

EXHIBIT "A"
TRAFFIC SIGNAL AND LIGHTING AGREEMENT
Caltrans and City of Winters
Effective _____, 20__

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

Route and PM	Location	Type of Facility	Cost Distribution	
			State	CITY
YOL-128-0.812	Rte 128 & Matsumoto Ln	T.A. Signal (EB-061)	50%	50%
		4-165W LED (B985-B988)	50%	50%
YOL-128-8.772	Rte 128 & Railroad Ave.	T.A. Signal (EB0563)	50%	50%
		4-200W HPS (B857-B860)	50%	50%
YOL-128-9.700	Rte 128 & EBOFF County Rd 90/buckeye Rd	T.A. Signal (EB058)	50%	50%
		4-200W HPS (B880-B883)	50%	50%
YOL-505-0.390	128/505 Sep	5-250W HPS (B498-B502)	50%	50%



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: December 1, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Right of Way Services Agreement – Walnut Ln. Roundabout Project

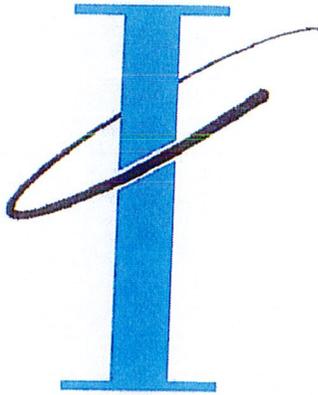
RECOMMENDATION: Staff recommends that City Council authorize the City Manager to execute an Agreement with Interwest Consulting Group for Right of Way Services for Walnut Ln. Roundabout Project

BACKGROUND: As Part of our efforts to secure Caltrans construction funding for the Roundabout project the City is required to obtain Right of Way (ROW) Certification. There are two parcels adjacent to the project area that will require Temporary Construction Easements. Staff has worked with Interwest previously on the Railroad over Dry Slough Bridge in obtaining a Temporary Construction Easement and other ROW services related to the bridge project. Interwest provided timely and efficient services and their current proposal offers the same services which include appraisal, acquisition and ROW certification, at an estimated cost not to exceed \$16,250.

Since ROW expenses have not been funded as part of the Roundabout, the City was not required to go out to bid or solicit other proposals. However the proposal from Interwest does comply with Caltrans guidelines for this type of work. The ROW Certification is one of the final steps to move the City closer to beginning construction of the Roundabout. Staff is very close to receiving final Caltrans design approval and subsequent authorization to proceed. We expect to go out to bid early next year with construction to begin early spring as weather allows.

FISCAL IMPACT: The Interwest CSA fee is \$16,250, which will be paid based on actual time and materials, not to exceed that amount without approval. The fee will be paid from local funds,

Attachment: Interwest Agreement



November 19, 2015

Scope of Work and Costs for
**Right-of-Way Services for
Roundabout Project**

Prepared for the
City of Winters

Carol Scianna
Environmental Services Manager

By
Interwest Consulting Group, Inc.

9300 West Stockton Blvd., Suite 105
Elk Grove, California 95758
○ | (916) 273-4689
www.interwestgrp.com

November 19, 2015



Ms. Carol Scianna
Environmental Services Manager
318 1st Street
Winters, CA 95694

RE: Scope of Work and Costs for Right-of-Way Services for Roundabout Project

Dear Ms. Scianna:

Interwest Consulting Group (Interwest) is pleased to submit our Scope of Work and Costs to provide Right-of-Way Services for the Roundabout Project for the City of Winters (City).

Interwest serves public agency clients in a variety of ways including: Staff augmentation, program or project management role, or as a project delivery team member. Our real estate staff specializes in project management and right-of-way services for large and small public infrastructure projects, including numerous transportation projects, utility, pipeline, and flood control projects.

Interwest proposes to provide complete right-of-way services to the City, including Appraisal (Waiver Valuation), Appraisal Review, and Acquisition Services in support of the Roundabout Project. Interwest offers staff who are highly experienced with partnering with public agencies to deliver successful public projects.

Interwest staff has gained the majority of their knowledge and experience while working in the public sector. Our staff has intimate knowledge of public sector requirements and possesses the sensitivity to effectively work with a broad range of stakeholders.

Our firm operates in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, and within the applicable guidelines of the Caltrans Right-of-Way Manual and the Caltrans Local Assistance Procedures Manual.

We appreciate the opportunity to submit our Scope of Work and Costs for your consideration. We are available to meet with you to discuss our proposal and approach in more detail at your convenience. Please call me at (916) 206-2238 if you have any questions or would like additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Julie Cline'.

Julie Cline
Director of Real Estate Services

Section

1

Scope of Work

APPROACH

Interwest Consulting Group (Interwest) will provide the City of Winters (City) with right-of-way acquisition services for the Roundabout Project (Project). The Project requires acquisition of two (2) Temporary Construction Easements (TCE) to facilitate construction. The properties affected by construction of the Project are identified as:

APN	AREA OF TCE
003-370-044	TBD
003-321-003	TBD

This scope of work and cost estimate covers acquisition of two TCEs as referenced above. Interwest will utilize the methodology listed below to successfully deliver Real Estate Services to the City of Winters.

Under the direction of the Project Manager, Interwest will provide professional Right-of-Way Services including:

- ❖ Task 1 | Project Management
- ❖ Task 2 | Valuation Services
- ❖ Task 3 | Appraisal Review Services
- ❖ Task 4 | Acquisition/Negotiation
- ❖ Task 5 | TCE Vesting Coordination
- ❖ Task 6 | ROW Certification
- ❖ Task 7 | Title, Escrow and Closing - Optional

Each task below demonstrates, sequentially, the activities that Interwest will undertake to complete the work, as well as the team member proposed for each specific task.

TASK 1 | PROJECT MANAGEMENT

Our team is committed to managing the real property acquisition program throughout the life of the assigned Project. We will work closely with City staff and the City's engineering consultant to perform the required right-of-way services. The assigned Project Manager will routinely provide City staff and the City's engineering consultant with regular ongoing progress reports in matrix form providing a status of all right-of-way activities.

Interwest will assign **John Almazán** to serve as the point of contact for Project Management services for the City. Further, our Project Manager will:

- ✓ Establish work processes with the City to manage and coordinate right-of-way activities.
- ✓ Ensure the Project Schedule provided by the City is adhered to by the team.
- ✓ Provide ongoing project updates to the City's Project Manager.
- ✓ Implement and comply with Uniform Act guidelines.
- ✓ Maintain accurate records; monitor work plan and work flow.
- ✓ Maintain a current right-of-way parcel diary.

- ✓ Communicate and coordinate with City's engineers, planners, attorneys, real property agents, other agency staff and consultants.
- ✓ Assist City staff in the preparation of the Purchase Agreement and TCE Deed, based upon a pro-forma provided and approved by the City. Assist with preparing transmittals and memoranda required to request warrants and approval.
- ✓ Review base project maps for a full understanding of the project and design.
- ✓ Complete and provide City with monthly invoices.

DELIVERABLE	SCHEDULE
1.1 Invoice Submittal (PDF Via Email)	Monthly

TASK 2 | VALUATION SERVICES

The next step in the right-of-way acquisition process typically involves the appraisal process. We anticipate that a formal appraisal for the parcels impacted will not be required because the valuation issues are uncomplicated and the fair market values are estimated at \$10,000 or less based on a review of available data. Interwest staff will prepare a "Waiver Valuation" for each parcel.

A Waiver Valuation does not qualify as an appraisal under 49 CFR 24.103(a) and is to be used merely for documentation in support of the amount of just compensation to be paid to the property owner. A Waiver Valuation cannot be used in eminent domain proceedings. This approach has been confirmed with and approved by Caltrans Right of Way District 3 in Marysville. *For purposes of this proposal, a Waiver Valuation will be prepared for the impacted property and will substitute for an Appraisal Report.*

Contemporary valuation methods set in the framework of Caltrans Right-of-Way Appraisal Standards and the Uniform Act of 1970 as amended will be employed to arrive at an estimate of just compensation. Valuation activities will be performed in accordance with the Uniform Act. Some of the responsibilities of the Uniform Act we will ensure adherence to include:

- ✓ Property owner will be notified in writing of the City's decision to value the property.
- ✓ Property owner will be given the opportunity to accompany agent during the property inspection.
- ✓ Responsibility for sending Title VI information.
- ✓ Diary entry of property owner notifications and contacts.
- ✓ Review of zoning; property rights to be acquired, highest and best use analysis, verified comparables, improvements acquired, damages, cost-to-cure, etc.

The Waiver Valuation will be based on a review of available relevant data, such as comparable-sales data or listing data, including sales already in the agent's office files; comparable data and multiple-listing service data; opinions of Assessor's Office appraisers or real estate brokers; and other cost sources.

DELIVERABLE	SCHEDULE
2.1 Mail Notice of Decision to Appraise Letter to Property Owner upon Notice to	3 Days

Proceed (Hard Copy In Person or Via Mail)	
2 . 2 Waiver Valuation Report (PDF Via Email)	2 Weeks (After receipt of final legal and plat)

TASK 3 | APPRAISAL REVIEW SERVICES

Appraisal review services will be performed by licensed Interwest staff. The review appraiser will ensure that the Waiver Valuation meets minimal reporting requirements according to the Caltrans Right of Way Manual 7.02.13.00, Waiver Valuation. A Certificate of Review will be provided expressing the salient factual information in the review appraisal and a summary of the estimated fair market value/just compensation conclusions of the appraiser if the reviewer is in basic agreement with the appraiser’s methodology and conclusion of value. Said review, consultations with the appraiser, and Certificate of Review will be completed in a timely fashion, so as not to delay project timelines and goals.

DELIVERABLE	SCHEDULE
3 . 1 Review Certificate (PDF Via Email)	5 Days
3 . 2 Waiver Report to City for Approval (PDF Via Email)	5 Days

TASK 4 | ACQUISITION/NEGOTIATION

The negotiation for the purchase of the required property rights will commence once the appraisal process is complete. Interwest staff will perform acquisition services on behalf of the City. Acquisition services include all contact with the property owners for the purpose of negotiating the purchase price of the real property easement rights. Services to be provided include:

- ✓ Meet with impacted property owner to explain the Project in general and the public land acquisition process.
- ✓ Prepare the offer letter based upon the value as determined by the appraiser and approved as “just compensation” by the City.
- ✓ Prepare the Acquisition Agreement and conveyance documents.
- ✓ Prepare Summary Statement Relating to the Purchase of Real Property or Interest therein.
- ✓ Meet with property owner to discuss the project in general, review plat maps and legal descriptions and make the official first written offer.
- ✓ Explain the offer, make follow-up contacts, and secure the necessary documentation upon acceptance of the offer for closing escrow and securing title insurance.
- ✓ Respond to inquiries made by the property owner, verbally and in writing.
- ✓ Maintain owner contact log and parcel diary with all pertinent information and contracts concerning the parcel.
- ✓ Maintain parcel file of original documentation related to the purchase of real property.
- ✓ Prepare and submit monthly updates on the acquisition status to the Project Manager.
- ✓ Continuation of personal negotiations with property owner until an agreement or an impasse is reached.
- ✓ Signed Purchase Agreement for Public Purposes as applicable will be transmitted to the City promptly for acceptance and processing.

- ✓ Pursuant to Senate Bill 1210, all offers made to the property owner will include a written notice indicating they are eligible to receive reimbursement of up to \$5,000 for reasonable costs of an independent appraisal of the property the City intends to purchase.

DELIVERABLE	SCHEDULE
4.1 Upon City approval, present First Written Offer Package (including Agreement, summary statement, TCE Deed) to property owner. (Hard Copy In Person or Mail)	Minimum 4 Weeks (Note: Per Caltrans Right-of-Way Manual, property owner has 30 days to consider City's offer. This time frame is included within schedule.)
4.2 Maintain Parcel Diary and file	Duration of Project
4.3 Acquisition Status Report (PDF Via Email)	Bi-Weekly
4.4 Provide City with original signed Agreement and notarized Deed for approval. (Hard Copy)	3 Days

TASK 5 | TCE VESTING COORDINATION

We will also work with the title company to coordinate and verify the vested owner and contacts. The closing process will involve coordinating the following activities:

- ✓ Preparing warrant request.
- ✓ Notary verification.
- ✓ Obtaining signatures of all property owners of record on the conveyance documents. Disbursement of sale proceeds to the property owner and other parties of interest.
- ✓ Record easement deed, if requested
- ✓ Submit a completed property acquisition report for the property, including the transfer of all pertinent related documents to the City.

DELIVERABLE	SCHEDULE
5.1 Warrant request to City for payment to property owner.	3 Days

TASK 6 | ROW CERTIFICATION

Interwest recognizes that the Right-of-Way Certification is a written statement summarizing the status of all right-of-way related matters pertaining to a proposed construction project. The Acquisition Agent will assist the City with Right-of-Way Certification. Right-of-Way Certification will be reviewed and approved by Caltrans District 3, Marysville Office. As part of the certification process, Interwest will review a Right-of-Way Certification for the City that states:

- ✓ Real property interests have been, or are being, secured.
- ✓ Physical obstructions including utilities and railroads have been, or will be removed, relocated, or protected as required for construction, operation, and maintenance of the proposed project.

- ✓ Right-of-way acquisition requirements were conducted and in accordance with applicable federal and state laws and procedures.
- ✓ The project is certified under any of the three levels of Certifications recognized by the Federal Highway Administration and/or Caltrans – Levels 1, 2, or 3 - to allow the project to be advertised, bid proposals opened, and a contract awarded.

DELIVERABLE	SCHEDULE
6. 1 Review Draft Right-of-Way Certification for City for submission to Caltrans.	4 Days (Upon submittal by City).

TASK 7 | TITLE, ESCROW AND CLOSING - OPTIONAL

The City may opt to have Interwest work with the title company to coordinate and facilitate the title and escrow process. Our team will thoroughly review the preliminary title information including the title exceptions and encumbrances affecting the property.

Normally, a preliminary title report is obtained on every property to be acquired. Given the project requires temporary construction easements, the City may decide not to clear title although this comes with risks; that is, there could be a foreclosure or if there are noted encumbrances that are inconsistent with the terms of the temporary construction easement. If the City opts to have Interwest analyze the title and remove title exceptions, Interwest will review the condition of title. This would include vesting information, liens, encumbrances, easement, covenants, conditions and restrictions, leases, reservations, taxes, assessments, bonds, trust deeds, mortgages, contracts of sale and bonds. Every effort to secure clear title for the City must be made. Items which cannot be cleared will have to be taken subject to in the Contract.

The preliminary title report must be analyzed to determine which exceptions will be cleared and which will remain and title to be taken subject to the encumbrance.

The closing process will involve coordinating the following activities with the title and escrow company:

- ✓ Preparing a transmittal memorandum to the City summarizing the acquisition.
- ✓ Preparing warrant request.
- ✓ Preparing escrow instructions.
- ✓ Notary verification.
- ✓ Verifying the payment of all real property taxes and other assessments owed on the property.
- ✓ Obtaining signatures of all property owners of record on the conveyance documents. Disbursement of sale proceeds to the property owner and other parties of interest.
- ✓ Submit a completed property acquisition report for the property, including the transfer of all pertinent related documents to the City.

ASSUMPTIONS AND CONSIDERATIONS

- ✓ Interwest assumes that the City will provide Interwest with the legals and plats for the two subject parcels.
- ✓ Interwest understands that the Temporary Construction Easement period will run from February 1, 2016 through February 1, 2017 per the City of Winters.

Section

2

Cost Proposal

Interwest Consulting Group Billing Rates and Classification for our real estate staff are provided below. A cost estimate to provide right-of-way services for the Project is included on the following page.

INTERWEST CONSULTING GROUP REAL ESTATE SERVICES 2015 BILLING RATES AND CLASSIFICATIONS

Project Manager	\$130.00/Hr
Senior Real Property Agent	\$115.00/Hr
Real Property Agent.....	\$90.00/Hr
Real Estate Technician	\$85.00/Hr
Senior Administrative	\$65.00/Hr

The hourly rates include all overhead, travel and supplies.



INTERWEST CONSULTING GROUP
COST ESTIMATE FOR CITY OF WINTERS
 Right of Way Services for City of Winters Roundabout Project

Date: November 19, 2015

Task No.	Task	Staff	Qty.	Flat Rate/Hours	Hourly Rate	Cost
1	Project Management Project Initiation, Planning & Coordination	Interwest		4 hrs.	\$ 130.00	\$ 520.00
		Interwest		4 hrs.	\$ 85.00	\$ 340.00
2	Valuation Services Valuation of 2 parcels (Waiver Valuation)	Interwest	2	16 hrs.	\$ 115.00	\$ 3,680.00
3	Appraisal Review Services Appraisal Review of 2 parcels	Interwest	2	5 hrs.	\$ 130.00	\$ 1,300.00
4	Acquisition/Negotiation Acquisition of 2 parcels	Interwest	2	40 hrs.	\$ 90.00	\$ 7,200.00
5	TCE Vesting Coordination Verify ownership	Interwest	2	2 hrs.	\$ 90.00	\$ 360.00
6	ROW Certification Prepare certification	Interwest	1	10 hrs.	\$ 115.00	\$ 1,150.00
-	Real Estate Technician Prepare offer documentation/Sales search	Interwest	2	10 hrs.	\$ 85.00	\$ 1,700.00
TOTAL COST:						\$ 16,250.00

Notes:

(1) Based on information from the City of Winters, two (2) Temporary Construction Easement parcels from private owners will be required to be appraised (Waiver Valuation) and acquired.

Section

3

Appendix

Resumes and licenses for our key staff are provided in this section:

John Almazan	Project Manager/Valuation
Julie Cline	Appraisal Review
Gina Wong	Real Property Agent
Charlene Bautista	Real Estate Technician



**INTERWEST
CONSULTING
GROUP**

EXPERTISE

Public Land Acquisitions and Relocation
Advisory Services
Municipal Real Estate

EDUCATION

California State University
Sacramento, California
B.S. Business Administration;
Concentration in Real Estate and Land
Use Affairs
1988

**REGISTRATIONS
CERTIFICATIONS**

Real Estate Brokers License
State of California | 01104860

AFFILIATIONS

International Right of Way Association
Chapter 27

John F. Almazán

Project Manager

John has been in the public sector of the real estate field for nearly 25 years, primarily working on highway and road projects. He has a wide range of experience in managing, coordinating and processing real property and relocation transactions, ensuring that all federal, state and local laws are met. John is skilled at managing right of way activities for road improvement projects; soliciting, hiring and administering contracts for real estate professionals; directing the work efforts of consultants; initiating eminent domain actions; residential and business relocation advisory services; title and escrow coordination; reviewing construction plans, appraisal reports, and design reports; and developing project schedules, charts and budgets.

John held many different positions with Caltrans in the Right-of-Way Department, both at the Headquarters and District levels. He was Appraisals Chief, Utility Chief, RW Coordinator, and Local Programs Coordinator.

PROJECT EXPERIENCE

Harney Lane Overcrossing Project, City of Lodi

John provided real estate acquisition services to the City of Lodi. John negotiated and acquired 9 acquisitions for this project: 2 residential and 7 commercial partial acquisitions. The City will construct an overcrossing over UPRR tracks along Harney Lane. Close coordination with Caltrans was necessary to certify this project. John also assisted in the preparation of the right-of-way certification for Caltrans.

Kings Beach Commercial Core Improvements, County of Placer

John was the Project Right of Way Agent in charge of acquiring the land necessary to construct the proposed project. The County will construct two roundabouts with curb gutter and sidewalk. This project involved Caltrans oversight and required 14 commercial partial acquisitions and 1 residential full acquisition. John negotiated to obtain property rights from private owners, the State Departments of General Services, Parks and Recreation, and Boating and Waterways. In addition, approximately 81 Permission to Enter and Construct agreements were required from property owners for the construction of curbs, gutters and sidewalks.

Avenue 416 / Road 80 Intersection Project, County of Tulare

John negotiated and acquired 15 acquisitions for this project: 7 residential full acquisitions and 8 commercial partial acquisitions. The County will improve the intersection by constructing designated right-turn lanes. Close coordination with Caltrans was necessary to certify this project as well as meeting a very aggressive construction schedule.

SR 99 / Twin Cities Road Interchange Improvements Project, City of Galt

John provided real estate acquisition services to the City of Galt. John negotiated and acquired 7 acquisitions for this project: 6 residential and commercial partial acquisitions and 1 Permission to Enter and Construct. The City will construct two roundabouts on each side of State Route 99 along Twin Cities Road. Close coordination with Caltrans was necessary to certify this project. John also assisted in the preparation of the right-of-way certification for Caltrans.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERTISE

Public Land Acquisitions
Municipal Real Estate

EDUCATION

California State University
Sacramento, California
Bachelor of Science
Business Administration
1989

**REGISTRATIONS
CERTIFICATIONS**

Certified General Appraiser
State of California | AG024632
Real Estate Salespersons License
State of California | 01856851

AFFILIATIONS

International Right of Way Association
Chapter 27
President 1999
Vice President 1998
Secretary 1997

Julie Cline

Appraisal Reviewer

Julie has been involved with the management and delivery of public land acquisition and municipal real estate for over 24 years, for both public and private sectors. Julie has been with Interwest Consulting Group since 2004. She has a wide range of experience in the public sector of real estate including delivery of right-of-way and land acquisition for large public infrastructure projects, acquisition of municipal facilities, flood protection, utilities, etc., and has been responsible for managing and overseeing multi-million dollar real estate budgets on a number of large projects in Northern California.

She is skilled at developing and implementing policies and procedures to successfully improve customer satisfaction and project delivery in a time-efficient manner, and has expertise in negotiating and resolving sensitive, political, and controversial project issues. Julie provides technical assistance and support to a large range of professionals, including engineering design teams and government leaders. In addition, she has been responsible for business development, project scope, fee determination, proposal preparation, contract negotiation, client coordination, project presentations, and project management on a variety of high-end projects.

PROJECT EXPERIENCE

Folsom Dam Bridge Project, City of Folsom

As the Project Manager, Julie provided full-service real estate acquisition services to the City of Folsom and the Army Corps of Engineers. This fast-track, multi-million dollar project required meticulous management of right-of-way activities, including the acquisition from two private property owners, as well as multiple federal and state agencies. This project had a very aggressive schedule and required close coordination with the Army Corp. and the City of Folsom.

Eureka Road/I-80 Interchange, City of Roseville

Julie was involved with overseeing the appraisal process and negotiating the acquisition of real estate interests from 7 property ownerships. All of the acquisitions involved large commercial real estate interests, which made this project uniquely challenging. The acquisitions were necessary to widen portions of Eureka Road and to create additional turn lanes at North Sunrise.

Sheldon Road/SR 99 Interchange, City of Elk Grove

Julie served as the City's Real Estate Manager in charge of overseeing the delivery of right-of-way for this project, which involved 41 acquisitions: 7 full-takes and 34 partial takes, including several complex acquisitions and numerous relocations of both residential and commercial properties. Close coordination with Caltrans was necessary on this project as well as meeting a very aggressive construction schedule.

Grant Line Road/SR 99 Interchange, City of Elk Grove

This project was a critical transportation improvement project for the City of Elk Grove. Julie was responsible for the delivery of the necessary right of way to construct the new 6-lane structure. The project involved the acquisition of various property interests from 38 property owners, including the relocation of two major service stations, a propane facility, a saloon and several small businesses. Project began in 2005 and was completed fall of 2008.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERIENCE

With Interwest: 12 years
Other Firms: 8 Years

EDUCATION

University of California
Los Angeles
Bachelor of Arts
Psychology
Business Administration, Minor

**REGISTRATIONS
CERTIFICATIONS**

Real Estate Salespersons License
State of California | 01944194

Notary Public, State of California
Commission No. 2017864
Commission Expires April 6, 2017

Gina Wong

Real Property Agent

Gina has been with Interwest for 12 years and has gained extensive experience with right of way activities relative to land acquisition for public projects. As a Right of Way Agent, Gina effectively negotiates and communicates with property owners to acquire land for public projects. As part of her role in the land acquisition process, Gina ensures that property owners gain an understanding of the project and diligently works towards earning support and acceptance for the improvements. Gina also provides exceptional title and escrow coordination services.

Gina consistently proves to be an invaluable asset to each project team, succeeding in every role and handling challenging demands as a true professional. She efficiently works through a variety of tasks with precision and resourcefulness. Gina's pragmatic approach to managing a challenging workload yields purposeful results and solutions. Gina has a Bachelor of Arts Degree in Psychology with a concentration in Business Administration from the University of California, Los Angeles and continues to seek educational opportunities to broaden her knowledge and skills as a Right of Way Agent.

PROJECT EXPERIENCE

Drum - Grass Valley - Weimar (DGVW) Transmission Line Project, Pacific Gas & Electric Company (PG&E)

Gina is currently providing acquisition services for PG&E's DGVW Project. Her focus is to successfully negotiate and communicate with property owners. Gina thoughtfully educates and assists each owner throughout the acquisition process. She skillfully resolves issues between PG&E and owners while efficiently and effectively negotiating settlements. This project requires acquisition of utility easements to perfect rights involving over 330 ownerships of rural residential properties.

Roseville Road Improvements Project – City of Roseville

Gina is currently providing acquisition services for this roadway improvement project. Gina is assisting with acquiring land and various easement rights necessary to construct the project. The acquisitions involve four private ownership groups and Union Pacific Railroad. Gina's role includes negotiations, title and escrow coordination, and coordination with Caltrans for project certification.

Bridge Replacement Project – Railroad Avenue over Dry Slough, City of Winters

Gina negotiated temporary property rights from one property owner for the Bridge Replacement Project to accommodate a temporary two-lane detour on a rural property improved with a new vineyard. The project involved replacing the existing two-lane concrete box-culvert bridge on Railroad Avenue over Dry Slough with a single span, precast concrete overlay bridge. Work included construction of a temporary two-lane paved detour road on the east side of the existing bridge, demolition of the existing bridge, and construction of the new two-lane bridge with paved approaches.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERIENCE

With Interwest: 2 Years
Other Firms: 10 Years

EDUCATION

Allied Schools
Real Estate Principles
Real Estate Practice
Real Estate Finance
2014

University of British Columbia
Vancouver, British Columbia, Canada
Bachelor of Arts
Psychology
2003

**REGISTRATIONS
CERTIFICATIONS**

Real Estate Salespersons License
State of California | ID No. 01973648

Notary Public, State of California
Commission No. 2102231
Commission Expires March 5, 2019

Charlene Bautista

Real Estate Technician

Charlene has been with Interwest Consulting for 2 years, where she has picked up a wealth of knowledge in land acquisition and right of way services while working with the company's Real Estate team. She initially joined Interwest to provide administrative and executive support, as well as office management services, but with over 6 years of previous experience in new home sales and escrow, she has gravitated to work closely with the Real Estate staff and learn the procedures and practices related to land acquisition for public as well as utility projects. In addition to the hands-on experience she is gaining through work experience, she is also expanding her knowledge by regularly attending Right of Way classes with the Federal Highway Administration and the California Department of Transportation. While exercising professionalism and tact, Charlene has consistently demonstrated efficiency and accuracy while performing a variety of projects. She has yielded successful results with every assignment and challenge encountered, proving her to be a valuable member of the Interwest team.

PROJECT EXPERIENCE

Drum - Grass Valley - Weimar (DGVW) Transmission Line Project, Pacific Gas & Electric Company (PG&E)

Charlene is currently providing technician support for PG&E's DGVW Project, which involves 338 acquisitions to obtain easement rights. Her focus has been on document preparation and control for the owner files as well as closely tracking the overall progress of the acquisition process. Her role in this project involves providing a high level of administrative support to the right of way agents, including:

- ❖ Researching and reporting parcel details to aid in the valuation process and using all available resources to obtain contact information for property owners.
- ❖ Compiling and distributing offer and follow-up packages to property owners.
- ❖ Meticulous maintenance of a variety of spreadsheets used to track acquisition status progress and regular distribution to various parties, including PG&E staff.
- ❖ Requesting owner payments from PG&E, ensuring easement deeds are recorded upon completion and distributing payment checks and copies of recorded deeds to property owners.



State of California

Bureau of Real Estate

Real Estate Broker License

John Flores Almazan Jr

MAIN OFFICE ADDRESS

9300 WEST STOCKTON BLVD SUITE 105
ELK GROVE, CA 95758

Identification Number: 01104860 *Issued:* March 11, 2015

Real Estate Commissioner

Expires: March 10, 2019



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Julie D. Cline

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 024632

Effective Date: February 12, 2015
 Date Expires: February 11, 2017

Jim Martin
 Jim Martin, Bureau Chief, BREA

3019894

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN-LINK"

COPY COPY COPY COPY COPY
 COPY COPY COPY COPY COPY



STATE OF CALIFORNIA

Department of Real Estate
Real Estate MATTERS!

Real Estate Salesperson License

Julie Cline

BROKER AFFILIATION

JOHN FLORES ALMAZAN JR.
9300 WEST STOCKTON BLVD SUITE 105
ELK GROVE, CA 95758

Identification Number: 01856851

Issued: January 14, 2013

Expires: December 18, 2016



STATE OF CALIFORNIA

Bureau of Real Estate
Real Estate MATTERS!

Real Estate Salesperson License

Gina M Ilaga-Wong

BROKER AFFILIATION

JOHN FLORES ALMAZAN JR
9300 WEST STOCKTON BLVD SUITE 105
ELK GROVE, CA 95758

Real Estate Commissioner

Identification Number: 01944194

Issued: February 20, 2014

Expires: February 11, 2018



State of California

Bureau of Real Estate

Real Estate Salesperson License

Charlene L Bautista

BROKER AFFILIATION

JOHN FLORES ALMAZAN JR
9300 WEST STOCKTON BLVD SUITE 105
ELK GROVE, CA 95758

Real Estate Commissioner

Identification Number: 01973648

Issued: February 27, 2015

Expires: February 26, 2019



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 1, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Ethan Walsh, City Attorney
SUBJECT: Adopt Resolution No. 2015-52, Authorizing the Acceptance of an Irrevocable Offer of Dedication of Property

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 2015-52, authorizing the acceptance of an irrevocable offer of dedication of property.

BACKGROUND: In 1980, in connection with the approval and recordation of a Parcel Map on property located adjacent to State Route 128, Leonard and Ruth Hill dedicated certain land to the City to be used as a public street, which became Morgan Street. However, the Parcel Map that was recorded in 1980 referred to Morgan Street as a “future street dedication,” suggesting that the street had not yet been accepted. This inconsistency in the recorded documents has caused some concern for the Title Company working on the refinancing of the Winters Apartments affordable housing project, and the property owner has asked that the City adopt a resolution formally accepting the offer of dedication included on the Parcel Map, to confirm that Morgan Street has been accepted by the City.

DISCUSSION: The Resolution simply confirms that the City has accepted the offer of dedication that granted Morgan Street to the City as a public street. While this acceptance is redundant with actions taken by the City to accept the grant deed from Leonard and Ruth Hill, it is consistent with the City’s position that Morgan Street is and has been a public City street for many years.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachment: Resolution No. 2015-52

RESOLUTION NO. 2015-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING THE ACCEPTANCE OF AN IRREVOCABLE
OFFER OF DEDICATION OF PROPERTY

WHEREAS, Leonard D. Hill and Ruth T. Hill, as Joint Tenants granted, conveyed, and dedicated to the City of Winters (the "City") the right of way and incidental purposes of certain real property located in the City (the "Property") pursuant to a "Highway Easement Deed" recorded in the official records of Yolo County on July 25, 1980 in Book 1431, Page 257 (the "Deed"); and

WHEREAS, a copy of the Deed is attached to this resolution as Exhibit A; and

WHEREAS, the City executed a Certificate of Acceptance for the Deed as shown on the face of the Deed; and

WHEREAS, concurrent with the recordation of the Deed, Parcel Map No. 2726 was filed in Book 5 of Parcel Maps at Page 56 in the official records of Yolo County (the "Parcel Map"); and

WHEREAS, a copy of the Parcel Map is attached to this resolution as Exhibit B; and

WHEREAS, the Parcel Map delineates the Property granted in the Deed as a "40' Future Street Dedication" and includes the Property as part of Parcel 2 as shown on the Parcel Map; and

WHEREAS, the Property is now commonly known as "Morgan Street" and has been recognized by the City as a public street; and

WHEREAS, the City desires to clarify the ownership of the Property and formerly accept the dedication of the Property as a "public street"; and

WHEREAS, the actions contemplated by this Resolution are necessary to the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the City Council finds that the above recitals are accurate and, together with information provided by the staff have served as a basis for the actions taken through this Resolution.

BE IT FURTHER RESOLVED, that pursuant to California Government Code Section 7050, the City accepts the offer of dedication of the Property.

BE IT FURTHER RESOLVED, that the City Manager, or a designee, is authorized, on behalf of the City, to take all actions, and to execute and record all documents if any, necessary to evidence the acceptance of the Property.

BE IT FURTHER RESOLVED, that this Resolution shall take immediate effect from and after its passage.

PASSED AND ADOPTED at a regular meeting of the City of Winters City Council, County of Yolo, State of California on the 1st day of December, 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar Curry
Mayor, City of Winters

ATTEST:

Nanci G. Mills, CMC
City Clerk, City of Winters

EXHIBIT A

Grant Deed

[Attached behind this cover page]

YOLO COUNTY

11:15

011415

WINTERS, CALIF. MAIL TO
CITY OF WINTERS
CITY HALL
WINTERS, CA. 95694

OFFICIAL RECORDS
YOLO CO. - CALIF.

RECORD REQUESTED BY:
City of Winters
Jul 25 11 20 AM '80

HIGHWAY EASEMENT DEED PETER McNAMEE
COUNTY RECORDER *WPC*

LEONARD D. HILL and RUTH T. HILL, his wife, as Joint Tenants,

do[es] hereby grant, convey and dedicate to the City of Winters the right of way and incidents thereto for a public highway reserving the same for private use and utility use until such time as the City Council by Resolution shall accept the same as a City Street on behalf of the Public that certain Real Property in the City of Winters, County of Yolo, State of California, described as follows:

SEE ATTACHED EXHIBIT "A"

The provisions of this Grant Easement shall extend to and be binding upon and inure to the benefit of the Heirs, Executors, Administrators, Successors and Assigns of the respective parties hereto.

DATED: July 24, 1980

[Signature]
Ruth T. Hill

Acknowledgment

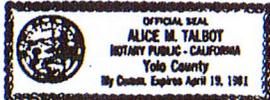
STATE OF CALIFORNIA)
COUNTY OF) ss.

On this 24th day of July, 1980, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared

LEONARD D. HILL and RUTH T. HILL

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal.



[Signature]
Notary Public

Certificate of Acceptance, Gov. Code Sec. 27281

This is to certify that the interest in real property conveyed by this deed to the City of Winters, a political subdivision is hereby accepted in accordance with the requirements of Section 27281 of the Government Code by the undersigned officer on behalf of the City Council, pursuant to authority conferred by Resolution adopted by the City Council of the City of Winters on June 3, 1980 and the grantee consents to the recordation thereof by its duly authorized officer.

Dated July 25, 1980

By: *[Signature]*
Mayor, City of Winters

87001431 REC 257

YOLO COUNTY.

LAUGENOUR AND MEIKLE
CIVIL ENGINEERS

135.
7/1 '80
PJA

Exhibit A

Description for Leonard Hill

40' Dedication
Future Street

A Portion of Rancho Rio De Los Putos in projected Section 22, Township 8 North, Range 1 West, M.D.M., in the City of Winters, Yolo County, California and being more particularly described as follows:

Parcel 1

BEGINNING at a point on the Easterly boundary line of Parcel B as said Parcel B is described in that deed to Leonard D. and Ruth T. Hill recorded December 28, 1976 in Book 1224 of Official Records of Yolo County at Page 481, said point being also on the Southerly Right of Way line of State Highway 128 and being distant South 14°58'00" East 50.77 feet from the Northeast corner of said Parcel B; thence, from said POINT OF BEGINNING, along the Easterly boundary line of said Parcel B South 14°58'00" East 262.81 feet to a point hereinafter referred to as "Point A"; thence, leaving said Easterly boundary line, South 65°00'00" West 57.39 feet; thence, Northeasterly along a curve to the left, the radius point of which bears North 25°00'00" West, said curve having a central angle of 79°58'00", a radius of 20.00 feet and a distance on the arc of 25.70 feet to a point that is 40 feet Westerly of measured at right angles from the Easterly boundary line of said Parcel B; thence along a line that is 40 feet westerly of and parallel to the Easterly boundary line of said Parcel B, North 14°58'00" West 223.77 feet; thence, leaving said parallel line, along a tangent curve to the left having a central angle of 98°38'30", a radius of 20.00 feet and a distance on the arc of 34.43 feet to a point on the Southerly Right of Way line of State Highway 128; thence, along said Southerly Right of Way line, North 66°23'30" East 63.73 feet to the point of beginning and containing 0.301 Acres of land more or less

Parcel 2

BEGINNING at a point on the Easterly boundary line of said Parcel B that is distant South 14°58'00" East 60.93 feet from the here in above referred to "Point A"; thence, from said POINT OF BEGINNING, along the Easterly boundary line of said Parcel B, South 14°58'00" East 366.80 feet to the Southeast corner of said Parcel B; thence, along the Southerly boundary line of said Parcel B, South 65°00'00" West 40.53 feet; thence, along a line that is 40 feet Westerly of, measured at right angles, and

REC 1431
PAGE 258

YOLO COUNTY.

LAUGENOUR AND MEIKLE
CIVIL ENGINEERS

1390
7/14/80
PJA
page 2

parallel to the Easterly boundary line of said Parcel B, North $14^{\circ}58'00''$ West 342.44 feet; thence, along a tangent curve to the left, having a central angle of $100^{\circ}02'00''$, a radius of 20.00 feet and a distance on the arc of 34.92 feet; thence, North $65^{\circ}00'00''$ East 64.47 feet to the point of beginning and containing 0.339 Acres of land more or less

11415

BOOK 1431 PAGE 259

EXHIBIT B

Parcel Map

[Attached behind this cover page]

