



Winters City Council Budget Workshop
and City Council Meeting
City Council Chambers
318 First Street
Tuesday, April 19, 2016

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*

4:30 p.m. – City Council Budget Workshop

AGENDA

DISCUSSION ITEMS

1. Fiscal Year 2016-2017 and Fiscal Year 2017-2018 Budget Workshop (No Backup)

6:00 p.m. - Executive Session

AGENDA

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

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Various Property Locations - APN #'s 003-224-001, 003-160-064, 003-160-025, 003-160-006, 003-160-034 - Real Property Negotiator City Manager John W. Donlevy, Jr.

Pursuant to Government Code Section 54957.6 of the Government Code – Conference with Labor Negotiators - John W. Donlevy, Jr., City Manager and Nanci G. Mills, Director of Administrative Services

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, April 5, 2016 (pp. 5-9)
- B. Wallace Kuhl Agreement for the Continuation of Monitoring Services at the Former Landfill (pp. 10-12)

- C. Resolution 2016-08, a Resolution of the City Council of the City of Winters Authorizing Submittal of Recycling Grant Application for Payment Programs (pp. 13-14)
- D. Proclamation of the City Council of the City of Winters Declaring May 3rd, 2016 as "BIG Day of Giving" (pp. 15-16)

PRESENTATIONS

None

DISCUSSION ITEMS

- 1. Water Well Maintenance Contract for Well #'s 6 and 2 with Suez dba: Utility Service Group (pp.17-35)
- 2. Authorize Bid Issuance for Construction Improvements for Phase Two Construction at Walnut Park Project (pp. 36-43)
- 3. Update of Water Fountain Proposal for Downtown Main Street (No Backup)

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 April 19, 2016 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 April 13, 2016, 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.

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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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on April 5, 2016

Executive Session

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Various Property Locations - APN #'s 003-224-001, 003-160-064, 003-160-025, 003-160-006, 003-160-034 - Real Property Negotiator City Manager John W. Donlevy, Jr.

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

Regular Session

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

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

Jesse Loren 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 Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL/STAFF COMMENTS: Mayor Aguiar-Curry referenced an article in the April 2016 issue of Comstock's Magazine that features Russ Lester of Dixon Ridge Farms.

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 15, 2016
- B. Retirement Announcement of Youth Day Parade Chairman Mike Sebastian Effective May, 2016
- C. Resolution 2016-06, a Resolution of the City Council of the City of Winters Adopting Improvement Standards and Standard Drawings, and Construction Specifications
- D. Resolution 2016-07, a Resolution of the City Council of the City of Winters Ratifying Three of the Winters Fire Department's Applications to the Federal Emergency Management Agency (FEMA)

City Manager Donlevy gave a brief overview of the agenda items and Mayor Aguiar-Curry thanked the Fire team for leveraging bond money for the department. Motion by Council Member Cowan, second by Council Member Fridae 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: None

DISCUSSION ITEMS

1. Update of Water Fountain Proposed for Main Street

Council Members Anderson and Fridae recused themselves due to a possible conflict of interest.

Associate Elliot Landes gave an overview and gave an updated power point presentation that included photos of additional fountain options. Jeff Hesemeyer

presented several drawings of his interpretation of a growing plant, or a walnut sprout, and said the fountain could be made of clay reminiscent of brick. City Manager Donlevy said he could contact the clay company who provided bricks used in the downtown.

Valerie Whitworth liked the agriculture theme and said an underground water basin would be more expensive but would be more aesthetic. She shared a photo of a fountain that included an above ground pool that had become grungy. She questioned the placement of the fountain and whether the path through the park would be in the middle or on the side. She also suggested a bronze castor statue of a farmer with a child on his shoulder and said due to the short notice of this item, more people need to come in and give their input.

Bill Biasi also liked the ag theme but was concerned with the placement of the fountain and said it shouldn't be in the middle of the sidewalk and wasn't sure how it would tie into the park. City Manager Donlevy said the area to house the fountain was designed for a 10-foot diameter fountain and to tie in with the paseo and art park and the center of the future fountain is displayed on the bricks.

Tina Lowden also liked the ag theme but thought the designs presented would require a plaque that would explain what the design is. Jeff Hesemeyer said one could use their imagination, but that the end result would contain more detail, which would give it more recognition.

Elliot said the design of the park would be able to accommodate several different types of art. City Manager Donlevy confirmed the park design has been previously approved by the Planning Commission and there is \$7,000-\$10,000 of funding available for this project, which must be completed by June 30th in order utilize these funds. Elliot will bring this project back to Council at a future date.

2. Comprehensive Annual Financial Report (CAFR) for the 2014-2015
Fiscal Year ending June 30, 2015

Council Members Anderson and Fridae returned to the dais at this time.

Director of Financial Management Shelly Gunby gave an overview and asked Council to review Page 26 of the CAFR, which includes all governmental funds and grants except for Successor Agency, Sewer and Water, and separated into major and non-major funds. She also asked Council to review the unfunded liability on pages 60 and 61, and the statistical section on page 128, which gives a 10-year snapshot showing trends and how the City is coming back.

City Manager Donlevy said the CAFR provides an update about where the City sits financially and asked Council to read the narrative on the summary page. The City will have a budget session with Council on April 19th and get the

opportunity to see where revenues are coming in. Mayor Aguiar-Curry asked why all City's don't compile a CAFR and Shelly said although it is not a requirement, the CAFR offers transparency.

Council Member Fridae said the decrease from 5% down to 1.6% of estimated actual taxable value compared to debt was phenomenal. City Manager Donlevy said the City has an uninsured A- rating, which is unheard of for a tiny city like Winters.

Following the budget session with Council on April 19th, Shelly said she would provide preliminary budget ideas to Council on May 3rd and will bring the final budget options to Council on May 17th.

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

1. None

CITY MANAGER REPORT: Treasurer and Investment reports are included in the agenda packet for review.

INFORMATION ONLY

1. January 2016 Treasurer Report
2. January 2016 Investment Report
3. February 2016 Treasurer Report
4. February 2016 Investment Report

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:36 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

Draft



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: April 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Continue Landfill Monitoring Services for 2016 in the amount not to Exceed \$7600.

RECOMMENDATION: Approval approve Service Agreement No. XXX-16 with Wallace-Kuhl & Associates (WKA) to continue Landfill Monitoring Services for 2016 in the amount not to Exceed \$7600.

BACKGROUND: The City currently has a service agreement with Wallace- Kuhl & Associates to perform the required semi-annual groundwater monitoring at the former Winters Landfill. Staff recommends continuation of these service with WKA through 2016. Services will be provided on a time and expense reimbursement basis. Sampling and subsequent reports will be done by June and December 2016. There are three monitoring wells at the site. This proposal includes the added task of measuring the groundwater in March to determine if the groundwater has been recharged to enable sampling or if new well will need to be developed for subsequent required sampling.

Ongoing monitoring of the ground water is required by the RWQCB. It is not unusual for the RWQCB to require groundwater monitoring for closed landfills and other sites indefinitely. The findings from the monitoring over the last few years have shown that the site does appear to be influenced by water migrating from the landfill materials.

WKA has continued to provide reliable and thorough monitoring services for the City

FISCAL IMPACT: The monitoring fees are estimated at \$7,600.00 annually and will be funded through the Landfill Fund.

January 28, 2015

Ms. Carol Scianna
City of Winters Department of Public Works
318 First Street
Winters, CA 95694-1923

Proposal for Semi-Annual and Annual Groundwater Monitoring 2016

WINTERS FORMER LANDFILL – 2015 MONITORING PROGRAM

County Road 33 and County Road 88
Winters, California
WKA Proposal No. 3PR16002

Dear Ms. Scianna:

Wallace-Kuhl & Associates, Inc. (WKA) is pleased to provide the City of Winters an estimated budget for two semi-annual groundwater sampling events to collect groundwater samples from three shallow groundwater monitoring wells that are in the vicinity of the Winters Former Landfill. WKA has performed these services since 2009. This scope outlined below is in general conformance with the California Regional Water Quality Control Board, Central Valley Region (CVRWQCB) City of Winters Landfill Revised Monitoring and Reporting Program (MRP) (5-00-802) dated September 11, 2001. The purpose of this proposal is to establish a scope, fee and agreement for required work in the 2016 calendar year.

Scope of Services

WKA's scope of services is comprised of the activities that are listed below:

- Collection and laboratory analyses of groundwater samples from three monitoring wells according to the MRP semi-annual schedule for groundwater monitoring;
- Collection and laboratory analyses of groundwater samples from three monitoring wells according to the MRP annual schedule for groundwater monitoring;
- Preparation of a semi-annual groundwater monitoring report;
- Preparation of an annual groundwater monitoring report;
- Submit data electronically to the California State Water Quality Control Board's GeoTracker database.

Schedule

WKA will collect groundwater samples from the three monitoring wells (MW-1, MW-2, and MW-4) during June and December 2016. WKA will provide draft reports for the City's consideration at least two weeks prior to the deadline for submitting the reports to the CVRWQCB. WKA will submit the Semi-Annual monitoring report to the CVRWQCB by July 15, 2016. WKA will submit the Annual monitoring report to the CVRWQCB by January 15, 2017.

Compensation

WKA proposes to perform the scope of work described herein for a fee of \$7,600, which is summarized in the following table.

Activity	Budget
Perform 2016 Semi-Annual Monitoring Event	\$3,600
Perform 2016 Annual Monitoring Event	\$4,000
Total	\$7,600

Closing

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

WKA appreciates receiving this opportunity to assist the City of Winters in monitoring conditions at the former landfill. WKA looks forward to providing the City with environmental, geotechnical, and materials testing services for its future projects.

Please call either me if you have any questions regarding this proposal.

Sincerely,

Wallace-Kuhl & Associates



Bryan C. Yates
Project Manager





STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: April 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Resolution 2016-08 Authorizing Submittal of Recycling Grant Application for Payment Programs

RECOMMENDATION: Staff recommends that City Council authorize execution of Resolution 2016-08, Authorizing Submittal of Application for Payment Programs and Related Authorizations related to the CalRecycle Beverage Container Recycling Program.

BACKGROUND: The City is eligible for a \$5000 annual grant from the CalRecycle Beverage Container Recycling program. Recent changes in the program require a resolution approved by the City Council that authorizes the City Manager or his designee to execute all documents necessary to implement and secure payment. For the last few years staff has used these funds to purchase recycling containers, do outreach performances at Waggoner and Shirley Rominger schools, support Putah Creek Cleanup with their annual September event and purchase of picnic benches made from recycled content.

FISCAL IMPACT: \$5000 ANNUAL GRANT

RESOLUTION 2016-08

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND
RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that City of Winters is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED AND ADOPTED THIS 19th DAY OF APRIL, 2016, BY THE FOLLOWING VOTE:

Ayes:

Noes:

Absent:

Abstain:

CITY OF WINTERS

Cecilia Aguiar Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
DECLARING MAY 3rd, 2016 AS "BIG DAY OF GIVING, AND ITS PARTNERS: GIVELOCALNOW,
SACRAMENTO REGION COMMUNITY FOUNDATION, PLACER COMMUNITY FOUNDATION
AND YOLO COMMUNITY FOUNDATION"**

WHEREAS, the City Council of the City of Winters, County of Yolo, California does hereby proclaim as follows:

WHEREAS, May 3rd 2016 is the BIG Day of Giving in our region; and

WHEREAS, the BIG Day of Giving, a 24-hour giving challenge starting at midnight and ending at 11:59 pm on May 3rd, aims to raise \$6 Million in unrestricted funds for 550 nonprofits across the region and engage 30,000 donors; and

WHEREAS, the BIG Day of Giving is led by a partnership of the region's premier community foundations: Sacramento Region Community Foundation, Placer Community Foundation, and Yolo Community Foundation; and

WHEREAS, the Sacramento Region, Placer, and Yolo Community Foundations play a leading role in promoting and advancing philanthropy and giving, and offer a vehicle for many charitable donors to support the causes they care about; and

WHEREAS, the BIG Day of Giving falls under a national day of giving affiliated with the Give Local America campaign; and

WHEREAS, the BIG Day of Giving's participating nonprofits must successfully complete a rigorous and transparent process of creating a profile on the GivingEdge, the region's first philanthropic database, sharing information about finances, governance, programs, management, and specific needs in order to be eligible to participate; and

WHEREAS, the BIG Day of Giving's participating nonprofits are a large economic engine that offers opportunities for giving, volunteerism and community involvement that enhance community life and make our region a better place to live; and

WHEREAS, the BIG Day of Giving's participating nonprofits will develop their own marketing campaigns to encourage donors and new donors to give to them, using multiple communications and social media channels; and

WHEREAS, the BIG Day of Giving has enlisted many matching fund and prize challenge partners to make donations go further and motivate donors to give and nonprofits to compete for prize challenges; and

WHEREAS, the BIG Day of Giving has enlisted many outreach and business partners to act as ambassadors to help publicize the event and encourage the community-at-large to give.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the Winters City Council of the County of Yolo, California, that May 3rd, 2016 be recognized as the BIG Day of Giving to raise the level of philanthropy in the region, as led by the Sacramento Region, Placer, and Yolo Community Foundations.

PASSED AND ADOPTED this 19th day of April 2016.

Mayor Cecilia Aguiar-Curry

Mayor Pro Tem Woody Fridae

Council Member Harold Anderson

Council Member Wade Cowan

Council Member Pierre Neu

City Manager John W. Donlevy Jr.

ATTEST: Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: April 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
Eric Lucero, Operations and Maintenance Manager
SUBJECT: Maintenance Contract for Well 6 & 2 with Suez dba Utility Service Group

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to execute a 10year Contract/Agreement with Suez dba Utility Service Group for ongoing well maintenance for Wells 2 and 6, in the amount of \$13,000 per well per year.

BACKGROUND: Staff has received presentations from Suez Company regarding the benefits of hiring them to take on the responsibility of ongoing maintenance of Wells 2 and 6. This program includes complete rehabilitation and annual evaluations of these wells. There is a fixed rate annual fee that transfers risk of future rehabilitation and maintenance of well pumps and motors to Suez.

These are the two remaining well that have not been rehabilitated or evaluated. Currently Well 6 has been experiencing a decline in water production, over the past year it has also had a few positive coliform occurrences. There are also concerns regarding cracks in the well pedestal and slab. The City would like to repair/reconstruct the well pedestal and slab, convert the well pump equipment to water cooled lubrication vs. the oil cooled and to rehabilitate the well and pump to the degree possible to maximize the production of the well.

Most of these tasks will be completed as part of the Suez contract. So instead of spending the expected cost to rehab Well 6 of anywhere from \$70-100,000, the City will be paying only \$13,000 per year. If there are any other problems that arise at well 6 during the next 10 years the costs to repair will be borne by Suez.

The well casing, pedestal and other structural aspects are not included as part of the contract, so the City will incur additional cost to make these types of repairs as needed.

In order to maximize our efforts, regarding future Chrom6 treatment options Suez and staff will implementing the zone aquifer sampling, which will determine if there aquifer zones that will meet the new Chrom6 MCL. These tasks will be an additional expense and are estimated to range between \$20-50,000. Once contract is executed we will begin rehab work on both wells

FISCAL IMPACT: \$26,000 PER YEAR USING WATER OPERATIONS AND MAINTENANCE BUDGET



Utility Service Co., Inc.

Water Well Full Maintenance Contract

Owner: City of Winters
Winters, California

Well Number/Name: Well No. 6

Date Prepared: March 14, 2016



WATER WELL FULL MAINTENANCE CONTRACT

This Contract entered into by and between the City of Winters, whose business address is 318 First Street, Winters, CA 95694 (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to service its **Water Well No. 6** (hereinafter "Well").

1. Company's Responsibilities. This Section and the attached **Exhibit A – Projected Schedule of Work** outlines the Company's responsibilities for the services associated with the above described Well. Services includes the following:

A. WATER WELL REHABILITATION:

- (i) The Company shall perform any necessary rehabilitation of the Well to return the Well to as prime a condition as possible. The Company may rehabilitate the Well using appropriate technology, which includes but is not limited to: (1) injecting carbon dioxide or other approved gases into the Well; (2) treatment of the Well with approved chemicals; (3) the mechanical cleaning of the Well; or (4) or any combination thereof.

B. REPAIR OR REPLACEMENT OF PUMP:

- (i) If necessary, the Company shall make initial repairs to the pump or motor or replace the pumping unit during the aforementioned rehabilitation and maintain the pump during the contract period.
- (ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pump or Motor covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Well site.

C. WATER WELL MAINTENANCE:

- (i) The Company will install the necessary Well maintenance equipment.
- (ii) The Company will service the Well using the Well maintenance equipment installed in the Well. A minimum of one Well maintenance service shall be performed each Contract year.
- (iii) The Company will conduct a performance test annually and provide a written report of the findings of the Well and pump performance to the Owner following each annual test.
- (iv) The Company will provide future rehabilitation of the Well as necessary. The need for any future Well rehabilitation will be determined by the Company's experience and knowledge based on the specific capacity of the Well.

2. Owner's Responsibilities. This Section outlines the Owner's responsibilities under this Contract, and they include but are not limited to the following:

- A. It is understood that only Company's employees or personnel authorized by the Company shall install, operate, and/or maintain the Well maintenance equipment installed by the Company, and the Owner shall not permit any of its employees, agents, or independent contractors, except as authorized by Company, to operate the Well maintenance equipment.
- B. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Well maintenance equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to removing any equipment from the Well.
- C. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Well maintenance equipment may need to be serviced.
- D. The Owner shall notify Company immediately of any operational changes to the well or pump that could impact the performance of the well, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

3. Contract Price/Annual Fees. The annual contract price shall be \$13,000.00 per Contract Year with a 10 year minimum; however, in Contract Year 4 and each Contract Year thereafter, the annual fee shall be adjusted to reflect the current cost of service with a maximum of 5% per year. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

4. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on May 1, 2106. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first ten (10) annual fees, the balance for work completed as defined in the attached Exhibit B –Schedule of Unpaid Balance for Work Completed shall be due and payable within thirty (30) days of the Company’s receipt of the Owner’s Notice to Terminate.

5. Structure of Well. The Company is accepting this Well under program based upon its expectation that the Well is in good condition, including all casing, screens, seals, and components.

6. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Well site which cause an increase in the cost of Well maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) Site maintenance of the Well site during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational issues or structural damage of the Well; (4) repair of structural damage due to any other work performed by others at the site, on the Well, or on associated equipment attached to the Well or located nearby; (5) resolution of operational issues or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by Owner resulting in the increase of starts and stops of the Well pump; (8) repairs or modifications to the foundation or pedestal of the Well; (9) repairs necessary due to the unwarranted delay by Owner in notifying Company of the malfunction or breakdown of equipment; (10) repair or replacement of casings, screens, seals, or other components of the Well; (11) any cost associated with the containment or management of the development water that will be produced during the redevelopment of the well; (11) any cost associated with the containment or management of the development water that will be produced during the redevelopment of the well; and/or and/or (12) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Well or Well site which results from unauthorized entry of any kind to the Well site or Well.

8. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

9. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment without the necessary consent of the Company shall be null and void.

10. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

11. Limitation of Liability. IN NO EVENT SHALL THE OWNER OR THE COMPANY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND/OR EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS CONTRACT.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

This Contract signed this _____ day of _____.

OWNER:

COMPANY:

City of Winters

Utility Service Co., Inc.

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Witness: _____

Witness: _____

Seal:

Seal:

Exhibit A

Projected Schedule of Work

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rehabilitation Sequence 1 thru 10 on 2 wells.	Annual Maint. Sequence on 2 wells.	Annual Maint. Sequence on 2 wells with 2 pumps rebuilt							
Rehabilitation Sequence									
(1) Pre-Rehabilitation Pump Test that includes the installation and use of a calibrated discharge pipe, manometer and orifice system to determine the pre-rehabilitation performance of the well and pump.									
(2) Remove Pumping Equipment using adequate pump removal rig and crew.									
a. Inspect, repair and/or replace the pump after post rehab pump test is complete.									
(3) Video Inspection of the well.									
(4) Pre-treatment using mechanical tools.									
(5) Application of rehabilitation technology prescribed from the evaluation of the specific well information obtained in the condition Assessment.									
(6) Re-Development of the well using down-hole airlift double disk swabs built specifically for this type of work.									
(7) Post Development Video Inspection to confirm cleaning results.									
(8) Install pumping equipment with Aqua Gard™.									
(9) Post Rehabilitation Pump Test to confirm performance conditions post rehabilitation.									
(10) Final Report including all results, findings and performance factors is generated and provided to the customer.									
Annual Maintenance Sequence									
(11) Pre-Aqua Gard Pump Test to determine the pre-maintenance performance of the well and pump.									
(12) Aqua Gard™ maintenance cleaning application using CO2.									
(13) Post application operation of the pump to clean the well until satisfactory water is being produced followed by a Post Application of CO2 Pump Test and report.									

Exhibit B

City of Winters, California
Schedule of Unpaid Balance for Work Completed Upon Termination

Well Name/Number	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Well Number 2	\$57,284	\$53,934	\$50,585	\$47,235	\$43,392	\$39,038	\$34,155	\$28,724	\$22,727	\$16,142
Well Number 6	\$49,869	\$46,954	\$44,039	\$41,124	\$37,786	\$34,011	\$29,781	\$25,083	\$19,899	\$14,211

*This schedule is based on current year's service completed, and current year's annual fee paid.



Utility Service Co., Inc.

Water Well Full Maintenance Contract

Owner: City of Winters
Winters, California

Well Number/Name: Well No. 2

Date Prepared: March 14, 2016



WATER WELL FULL MAINTENANCE CONTRACT

This Contract entered into by and between the City of Winters, whose business address is 318 First Street, Winters, CA 95694 (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to service its **Water Well No. 2** (hereinafter "Well").

1. Company's Responsibilities. This Section and the attached **Exhibit A – Projected Schedule of Work** outlines the Company's responsibilities for the services associated with the above described Well. Services includes the following:

A. WATER WELL REHABILITATION:

- (i) The Company shall perform any necessary rehabilitation of the Well to return the Well to as prime a condition as possible. The Company may rehabilitate the Well using appropriate technology, which includes but is not limited to: (1) injecting carbon dioxide or other approved gases into the Well; (2) treatment of the Well with approved chemicals; (3) the mechanical cleaning of the Well; or (4) or any combination thereof.

B. REPAIR OR REPLACEMENT OF PUMP:

- (i) If necessary, the Company shall make initial repairs to the pump or motor or replace the pumping unit during the aforementioned rehabilitation and maintain the pump during the contract period.
- (ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pump or Motor covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Well site.

C. WATER WELL MAINTENANCE:

- (i) The Company will install the necessary Well maintenance equipment.
- (ii) The Company will service the Well using the Well maintenance equipment installed in the Well. A minimum of one Well maintenance service shall be performed each Contract year.
- (iii) The Company will conduct a performance test annually and provide a written report of the findings of the Well and pump performance to the Owner following each annual test.
- (iv) The Company will provide future rehabilitation of the Well as necessary. The need for any future Well rehabilitation will be determined by the Company's experience and knowledge based on the specific capacity of the Well.

2. Owner's Responsibilities. This Section outlines the Owner's responsibilities under this Contract, and they include but are not limited to the following:

- A. It is understood that only Company's employees or personnel authorized by the Company shall install, operate, and/or maintain the Well maintenance equipment installed by the Company, and the Owner shall not permit any of its employees, agents, or independent contractors, except as authorized by Company, to operate the Well maintenance equipment.
- B. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Well maintenance equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to removing any equipment from the Well.
- C. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Well maintenance equipment may need to be serviced.
- D. The Owner shall notify Company immediately of any operational changes to the well or pump that could impact the performance of the well, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

3. Contract Price/Annual Fees. The annual contract price shall be \$13,000.00 per Contract Year with a 10 year minimum; however, in Contract Year 4 and each Contract Year thereafter, the annual fee shall be adjusted to reflect the current cost of service with a maximum of 5% per year. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

4. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on May 1, 2106. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first ten (10) annual fees, the balance for work completed as defined in the attached Exhibit B -Schedule of Unpaid Balance for Work Completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

5. **Structure of Well.** The Company is accepting this Well under program based upon its expectation that the Well is in good condition, including all casing, screens, seals, and components.

6. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Well site which cause an increase in the cost of Well maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) Site maintenance of the Well site during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational issues or structural damage of the Well; (4) repair of structural damage due to any other work performed by others at the site, on the Well, or on associated equipment attached to the Well or located nearby; (5) resolution of operational issues or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by Owner resulting in the increase of starts and stops of the Well pump; (8) repairs or modifications to the foundation or pedestal of the Well; (9) repairs necessary due to the unwarranted delay by Owner in notifying Company of the malfunction or breakdown of equipment; (10) repair or replacement of casings, screens, seals, or other components of the Well; (11) any cost associated with the containment or management of the development water that will be produced during the redevelopment of the well; (11) any cost associated with the containment or management of the development water that will be produced during the redevelopment of the well; and/or and/or (12) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Well or Well site which results from unauthorized entry of any kind to the Well site or Well.

8. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

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14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

This Contract signed this _____ day of _____, _____.

OWNER:

City of Winters

By: _____

Title: _____

Print Name: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: _____

Print Name: _____

Witness: _____

Seal:

Exhibit A

Projected Schedule of Work

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
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Exhibit B

City of Winters, California
Schedule of Unpaid Balance for Work Completed Upon Termination

Well Name/Number	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Well Number 2	\$57,284	\$53,934	\$50,585	\$47,235	\$43,392	\$39,038	\$34,155	\$28,724	\$22,727	\$16,142
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*This schedule is based on current year's service completed, and current year's annual fee paid.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: April 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Authorize Bid Issuance for Construction Improvements for Phase Two Construction at Walnut Park Project (APN # 003 360 025)

RECOMMENDATIONS:

1) Receive the report from staff updating City Council on the status of the Phase Two Construction of Walnut Park, and 2) Authorize the City Manager or his designees to issue Bid documents for the Walnut Park Phase Two Construction Project and to award the construction contract to the low responsive/responsible bidder within the parameters of the existing budget.

BACKGROUND:

The City is under contract to receive Prop 84 grant funds in the amount of \$865,191 (including \$200,000 for environmental mitigation) from the California State Parks and Recreation Department, and also was awarded \$117,275 in grant funds for the project from the Housing Related Parks Program ("HRPP"). The Walnut Park project previously received CDBG grant funds from the State's CDBG General Allocation Program. Funding from all these sources is being utilized for the development of a new city park to be located on the 5 acre parcel (APN # 003 360 025) between Dutton Street and Walnut Lane due east of the new Orchard Village Apartments. The CDBG grant funds were expended during the construction of Phase One of Walnut Park.

In September of 2015, the City successfully completed the required habitat mitigation for the seasonal wetlands on the park property, purchasing land bank credits. At the November 7, 2015 City Council meeting, the Council authorized an addendum to the Professional Services Contract with Melton Design Group for the preparation of construction bid documents, with those bid documents being finalized over the first quarter of 2016. Authorization to issue the Bid documents will result in the construction of remainder of the park being put out to bid immediately upon receiving Council

approval; with the contract awarded in May 2016, and construction starting immediately thereafter, as weather conditions allow.

The City has budgeted funds to design and construct the second phase of Walnut Park. The 5-acre Park is bordered by Walnut Lane and Dutton Street. The first phase included the construction of a drainage basin with ranch style fences and gates, grading for a future community garden, a group picnic area, sidewalks and decomposed granite paths, site furniture, site lighting, irrigation, planting and utility services set up for connection to Phase 2.

Melton Design Group (MDG) developed an updated master plan for Phase 2 and the revised Phase 2 Master Plan and Phase 2 Cost Estimates were presented as an update to the Planning Commission at the Planning Commission meeting on October 27, 2015. MDG prepared Phase 2 construction documents for the Park, which include the same basic elements of the Phase 2 Master Plan:

- Shade structure to cover the existing group picnic area.
- Ranch style fence and gates to surround space reserved for a community garden.
- Multi-use turf field at the center of the site that doubles as a basin for site drainage, recessed 3-feet below surrounding grades.
- Contoured mounding, 1 to 2 feet high along paths that surround the turf field.
- 8' wide concrete multi-use path that aligns with an existing bike path to the west of the site.
- Decomposed granite paths.
- Climbing hill playground, 3 to 6-feet high with an 8-foot wide concrete slide, boulder and log climbing features and a sand play area.
- Drought tolerant perimeter landscape with a 2-inch layer of walnut shell mulch for ground cover.
- Pole mounted decorative lights to match phase one.

The engineer's estimate for construction of the improvements is \$662,618.22, which includes a 10% construction contingency. The estimate exceeds the funds available for construction, therefore the following items are included in the construction documents as additive alternates, which will allow the City the flexibility to award depending on bid results:

- Boulders - play area and landscape
- Play Area Logs
- Sand Play Area
- Fence at play area
- Drinking Fountain at playground (one currently on site)
- Raised Garden Beds
- Serving Tables at existing group picnic area

The plans and specifications may be subject to minor technical revisions for clarification, prior to advertisement, that do not affect the size, scope and intent of the project. A full set of plans and specs is available for review in the Community Development Department at Winters City Hall, 318 First Street.

Schedule:

The anticipated project schedule is as follows:

- Advertise and Circulate for bids April 20, 2016
- Open Bids May 20, 2016
- Contract Award May 31, 2016
- Start Construction June 1 to June 10, 2016
- Project Completion September 2016

The completion date assumes a 30-day maintenance period for plants and turf.

FISCAL IMPACTS:

No impact on City's General Fund as construction will be funded from the Prop 84 Grant, the Housing Related Parks Program Grant, and from the City's Transportation Development Act Fund ("TDA")

ATTACHMENTS:

Walnut Park Phase 2 Plans

Walnut Park Phase Two Add Alternative Plan

Walnut Park Phase 2 Preliminary Estimated Cost of Construction

PLANS FOR THE CONSTRUCTION OF: WALNUT PARK PHASE 2 WINTERS, CALIFORNIA

PREPARED FOR:


CITY OF WINTERS
318 FIRST STREET
WINTERS, CALIFORNIA 95994
PHONE: (530) 793-4910

PREPARED BY:


MELTON DESIGN GROUP
LANDSCAPE ARCHITECTS & PLANNERS
109 WALL STREET, CHICO, CALIFORNIA 95928
PHONE: (530) 892-11616 www.meltondesign.com

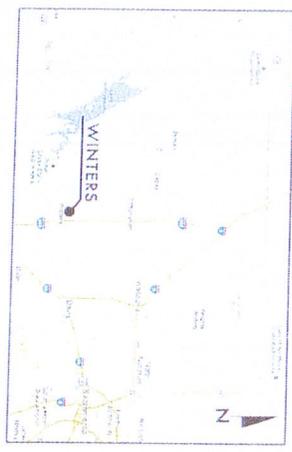
CUNNINGHAM ENGINEERING
STRUCTURAL AND CIVIL ENGINEERING
2540 SPARTAN STREET, SUITE 250, ORLANDO, CA 95818
PHONE: (530) 756-3026

DC ENGINEERING
ELECTRICAL ENGINEERS
1400 E. CORCORAN DRIVE, SUITE 103, MERRIMAN, ID 83442
PHONE: (208) 288-2781

GENERAL NOTES:

CONSTRUCTION UNDER THIS CONTRACT SHALL COMPLY WITH THE MOST RECENT CALIFORNIA BUILDING CODE (CBC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA ENERGY CODE (CEC), CALIFORNIA FIRE CODE (CFC), AND THE LOCAL JURISDICTION.

KEY MAP OF YOLO COUNTY



SITE LOCATION MAP



INDEX OF SHEETS

SHEET	TITLE
--	TITLE SHEET
LANDSCAPE ARCHITECTURE	
L-0.0	EXISTING CONDITIONS
L-1.0	CONSTRUCTION PLAN
L-1.1	PLAY AREA DETAIL SHEET
L-1.2	SLIDE DETAIL SHEET
L-1.3	DETAIL SHEET
L-2.0	PLANTING PLAN
L-3.0	IRRIGATION PLAN
L-3.1	HYDROZONE & WATER USE IRRIGATION
L-3.2	DETAIL SHEET
L-3.3	IRRIGATION DETAIL SHEET
L-4.0	SHADE STRUCTURE PLAN
CIVIL ENGINEERING	

C-0.1	NOTES, LEGEND & ABBREVIATIONS
C-0.2	GRADING, DRAINAGE AND UTILITY PLAN
C-0.3	WALNUT LANE PLAN & PROFILE
C-0.4	EROSION CONTROL PLAN
C-0.5	DETAILS
ELECTRICAL ENGINEERING	
E-0.00	ELECTRICAL COVER SHEET
E-1.1.1	SITE ELECTRICAL PLAN
E-1.1.2	SITE PHOTOMETRIC PLAN
E-2.01	LIGHTING CUTSHEETS

PREPARED BY OR UNDER THE SUPERVISION OF:



REVIEWED BY:

DAN HAGURE
ECONOMIC DEVELOPMENT AND HOUSING MANAGER
CITY OF WINTERS

DATE

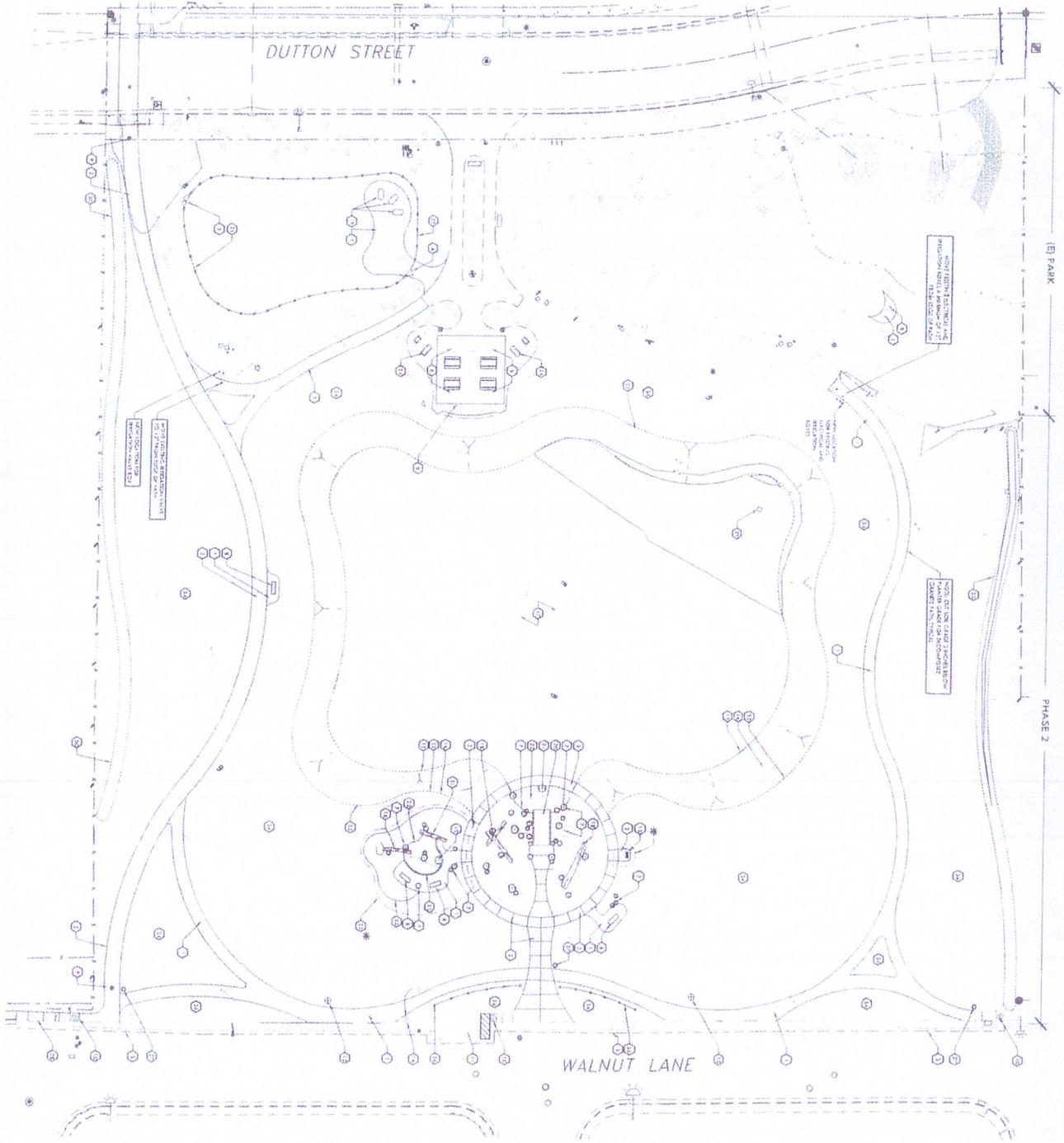
APPROVED FOR CONSTRUCTION BY:

ALAN L. MCGHEE
CITY ENGINEER

DATE


ALAN L. MCGHEE
AS 04 08 2017

4/5/2016
DATE



PHASE 2

LAYOUT NOTE

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

CONSTRUCTION NOTES

1. EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
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CONSTRUCTION LEGEND

NO.	DESCRIPTION	UNIT
1	CONCRETE PAVEMENT	SQ. YD.
2	ASPHALT PAVEMENT	SQ. YD.
3	GRAVEL	CY.
4	CONCRETE CURB	LINEAL FT.
5	CONCRETE SIDEWALK	SQ. YD.
6	CONCRETE DRIVEWAY	SQ. YD.
7	CONCRETE DRIVEWAY	SQ. YD.
8	CONCRETE DRIVEWAY	SQ. YD.
9	CONCRETE DRIVEWAY	SQ. YD.
10	CONCRETE DRIVEWAY	SQ. YD.
11	CONCRETE DRIVEWAY	SQ. YD.
12	CONCRETE DRIVEWAY	SQ. YD.
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48	CONCRETE DRIVEWAY	SQ. YD.
49	CONCRETE DRIVEWAY	SQ. YD.
50	CONCRETE DRIVEWAY	SQ. YD.

ADD ALTERNATE BID ITEM NOTES

1. THESE ALTERNATE BID ITEMS ARE TO BE USED AS A GUIDE ONLY.
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3. THESE ALTERNATE BID ITEMS ARE TO BE USED AS A GUIDE ONLY.
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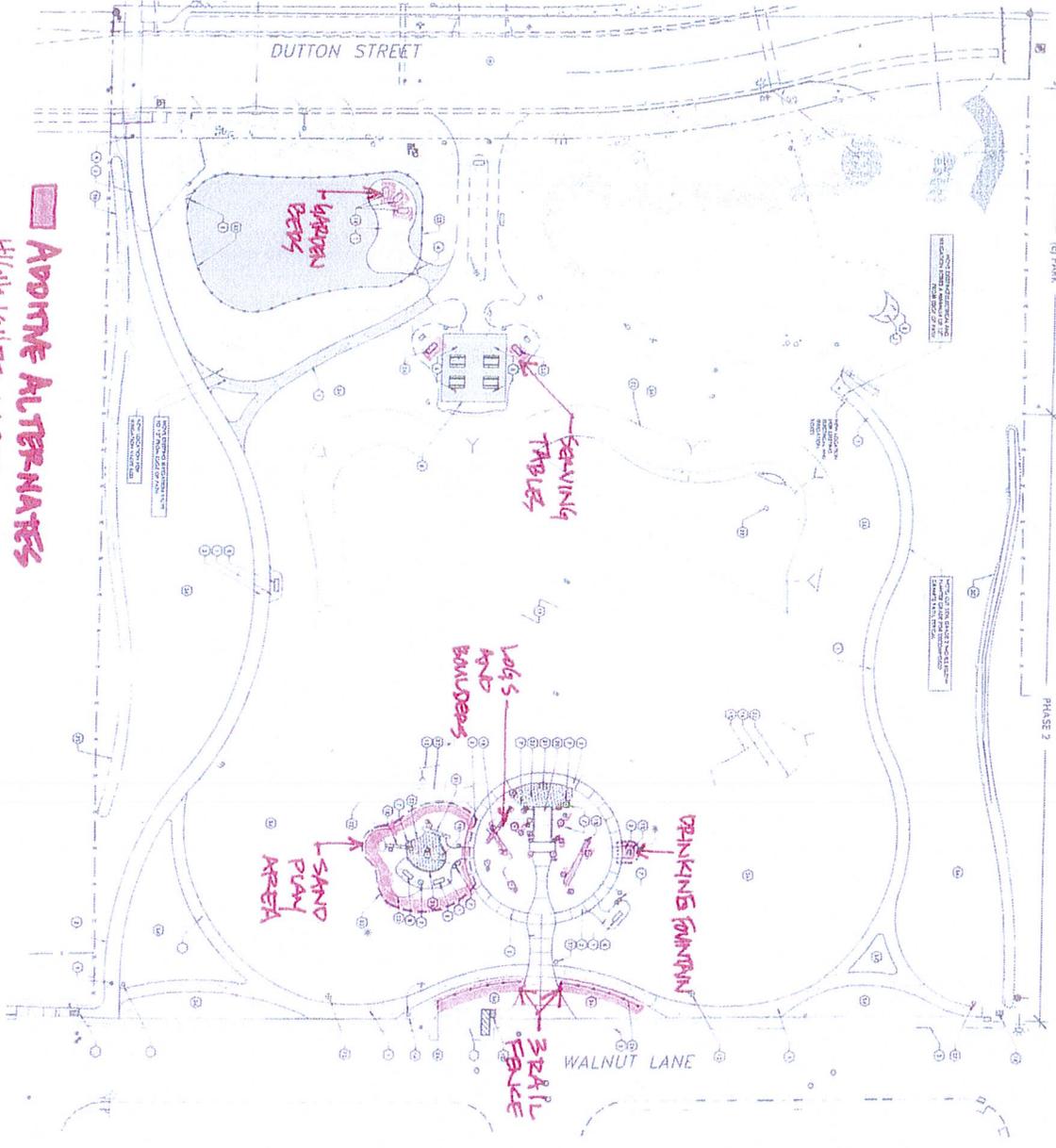
UNERGOLINO SERVICE ALERT
 1-800-227-2600
 SCALE: 1" = 20'-0"

MDG
 MELTON DESIGN GROUP
 309 WALL STREET
 CHICO, CA 95928
 (530) 895-1414
 www.meltondb.com

CITY OF WINTERS
 318 FIRST STREET
 WINTERS, CA 95694
 (530) 795-4010

WALNUT PARK
 PHASE 2
 SHEET TITLE
 CONSTRUCTION PLAN
 DATE: 04/12/2016
 PROJECT NUMBER: 2246
 SHEET NUMBER: L-1.0

ADDITVE ALTERNATES
 Highlighted in Pink



PHASE 2

LAYOUT NOTE

CONSTRUCTION NOTES

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF WINTER SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION, AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STREET CONSTRUCTION, LATEST EDITION, UNLESS OTHERWISE SPECIFIED.

CONSTRUCTION LEGEND

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ADD ALTERNATE BID ITEM NOTES

1. ADD ALTERNATE BID ITEM NOTES

2. ADD ALTERNATE BID ITEM NOTES

3. ADD ALTERNATE BID ITEM NOTES

MDC
 METROPOLITAN DESIGN CONSULTANTS
 309 WALNUT STREET
 WINTER, CA 95690
 (530) 875-1313
 mdc@mdc.com

CITY OF WINTER
 318 FIRST STREET
 WINTER, CA 95694
 (530) 795-4910

WALNUT PARK
 PHASE 2

CONSTRUCTION PLAN

DATE: 04/12/2016
TIME: 2:25 PM
SCALE: 1" = 10'-0"
PROJECT NUMBER: 15-000000-01
PROJECT NAME: WALNUT PARK PHASE 2
CLIENT: CITY OF WINTER
DESIGNER: MDC

WALNUT PARK - PHASE 2

Winters, CA

Project No.: 2046.1

Preliminary Estimated Cost of Construction

Date: April 12, 2016

BASE BID ITEMS	QUANTITY	UNIT PRICE	TOTAL
1 Mobilization (5%)	1 LS	\$30,000.00	\$30,000.00
2 Temporary Chain Link Fence	770 LF	\$5.00	\$3,850.00
3 Erosion control	1 LS	\$10,000.00	\$10,000.00
4 Tree Removal (By City)	5 EA	\$0.00	\$0.00
5 Clearing, Grubbing and Removals	3.0 AC	\$2,500.00	\$7,500.00
6 Cut and Fill	9,790 CY	\$8.00	\$78,320.00
7 Grading (fine grading)	142,336 SF	\$0.15	\$21,350.40
8 Walnut Ln - Sawcut and Pavement Widening	1,500 SF	\$4.00	\$6,000.00
9 Walnut Ln - Concrete Curb and Gutter	470 LF	\$25.00	\$11,750.00
10 Walnut Ln - Curb Ramps	3 EA	\$1,500.00	\$4,500.00
11 Walnut Ln - Sidewalk - 4.5' attached	200 SF	\$6.00	\$1,200.00
12 Relocate Existing Fire Hydrant	1 LS	\$2,000.00	\$2,000.00
13 ADA Parking - PCC Pavement	375 SF	\$12.00	\$4,500.00
14 ADA Parking - Concrete Barrier Curb	45 LF	\$15.00	\$675.00
15 ADA Parking - Signage and Striping	1 LS	\$750.00	\$750.00
16 12" Storm Drain Pipe	23 LF	\$75.00	\$1,725.00
17 Storm Drain Inlet	1 EA	\$2,000.00	\$2,000.00
18 Cobble at ends of swale	80 SF	\$10.00	\$800.00
19 Community Garden Fence	316 LF	\$40.00	\$12,640.00
20 Entry Gate - to garden	1 EA	\$1,200.00	\$1,200.00
21 Vehicle Gate - to garden	1 EA	\$3,500.00	\$3,500.00
22 Concrete Paths	6,082 SF	\$8.00	\$48,656.00
23 Decomposed Granite Path - (DG) min 3" deep compacted	8,118 SF	\$3.00	\$24,354.00
24 Shade Structure installed on existing footings	1 LS	\$51,400.00	\$51,400.00
25 Concrete Slide	1 LS	\$15,000.00	\$15,000.00
26 Reinforced Edge of Sidewalk (at play area)	33 LF	\$30.00	\$990.00
27 Sand for play area	15 TON	\$175.00	\$2,625.00
28 Filter Fabric and Drain Rock under sand	285 SF	\$3.00	\$855.00
29 Accessible Ramps at play area	1 EA	\$750.00	\$750.00
30 Potable Water - to drinking fountain and playground	150 LF	\$10.00	\$1,500.00
31 Install Benches (benches provided by City)	7 EA	\$800.00	\$5,600.00
32 Light Poles - decorative to match existing, includes trenching	2 EA	\$5,000.00	\$10,000.00
33 Bollards on Path	2 EA	\$1,200.00	\$2,400.00
34 Turf (hydroseed and amendments)	47,819 SF	\$0.45	\$21,518.55
35 Trees (15 gal)	66 EA	\$150.00	\$9,900.00
36 Shrubs (1 gal)	248 EA	\$17.00	\$4,216.00
37 Shrubs (5 gal)	74 EA	\$34.00	\$2,516.00
38 No Mow Grass (sod)	2,714 SF	\$1.00	\$2,714.00
39 Irrigation (turf and no mow)	50,533 SF	\$1.75	\$88,432.75
40 Irrigation (shrubs & trees on bubblers)	21,510 SF	\$1.25	\$26,887.50
41 Install Walnut Shell Mulch in Planters, 2" Deep (Walnut Shell Mulch Provided by City on-site)	88,340 SF	\$0.25	\$22,085.00
42 Maintenance Period	1 LS	\$5,000.00	\$5,000.00
SUB TOTAL			\$551,660.20
10% CONTINGENCY			\$55,166.02
TOTAL BASE BID ESTIMATE			\$606,826.22

ADD ALTERNATES TO CONSIDER

1 Boulders - play area and landscape - 24" to 48"	45 EA	\$350.00	\$15,750.00
2 Play Area Logs - provided by City / Contractor to install	5 EA	\$1,500.00	\$7,500.00
3 Sand Play Area	1 LS	\$9,800.00	\$9,800.00
4 Fence at play area (decorative/safety)	114 LF	\$30.00	\$3,420.00
5 Drinking Fountain at playground (one currently on site)	1 EA	\$4,000.00	\$4,000.00
6 Raised Garden Beds - galvanized watering troughs	3 EA	\$750.00	\$2,250.00
7 Serving Tables	2 EA	\$4,000.00	\$8,000.00
SUB TOTAL			\$50,720.00
10% CONTINGENCY			\$5,072.00
TOTAL ADD ALTERNATES			\$55,792.00

TOTAL BID ESTIMATE

BASE BID	\$606,826.22
ADD ALTERNATES	\$55,792.00
TOTAL	\$662,618.22

AVAILABLE BUDGET

Prop 84	\$587,301.00
HRP Grant	\$117,000.00
TDA Fund	\$33,000.00
Purchase New Mower	-\$25,000.00
Consultant Fees - MDG, CEC and DC	-\$56,156.00
Consultant Fees - Ponticello and Padilla	-\$15,000.00
TOTAL BUDGET	\$641,145.00

Note: This estimate is based on the Preliminary Construction Drawings - Phase 2 dated April 12, 2016

It is recognized that neither the Landscape Architect nor the client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or competitive bidding, market or negotiating conditions. Accordingly, the Landscape Architect cannot warrant or represent that bids or negotiated prices will vary from any statement of probable construction cost.