



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, September 5, 2017
6:30 p.m.
AGENDA

Members of the City Council

*Wade Cowan, Mayor
Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 15, 2017 (pp. 4-8)
- B. Generator Service Contract Renewal (pp. 9-15)
- C. Street Closure Request - Winters High School Homecoming Rally (pp. 16-18)
- D. Amplified Sound Permit Request for the Hispanic Advisory Committee's Festival de la Comunidad to be Held on September 30, 2017 from 5pm - 10:30pm (pp. 19-21)
- E. Purchase of Aerator Parts for Wastewater Treatment Facility (pp. 22-23)

PRESENTATIONS

None

DISCUSSION ITEMS

- 1. Highway 128 Marketing Project - BID Funding (pp. 24-27)

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

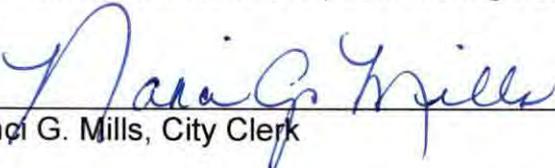
- 1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the September 5, 2017 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 August 30, 2017, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

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

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 Regular Meeting of the Winters City Council
Held on August 15, 2017

Mayor Wade Cowan called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu, and Mayor Wade Cowan
Absent: None
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, City Clerk Nanci Mills, Police Chief John Miller, Administrative Coordinator Karla Ferguson, Police Sergeant Jose Ramirez, Police Officers Jose Hermosillo, Alan Pinette and Victor Barajas, Police Chaplain Robert Duvall and Kepi, Division Fire Chief Dean Sarley, Fire Captains Brad Lopez, Art Mendoza and Matt Schechla, Volunteer Firefighters Brian Madsen, Tyler Fleshman and Isaac Ponce and Management Analyst Tracy Jensen.

Robert Duvall and Kepi led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Motion by Council Member Neu, second by Council Member Loren to approve the agenda. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 1, 2017
- B. Project Acceptance and File Notice of Completion for Downtown Water and Storm Drain Improvement Project

City Manager Donlevy gave a brief overview. Council Member Anderson recused himself from Consent Item B due to a possible conflict of interest. Motion by Council Member Neu, second by Council Member Biasi to approve Consent Item A. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: None
ABSTAIN: None

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

AYES: Council Members Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: Council Member Anderson
ABSTAIN: None

PRESENTATIONS

Police Chief Miller introduced new Police Officer Victor Barajas, who grew up in Dixon, became a cadet with the Dixon Police Department and graduated from the Napa Valley Criminal Justice Training Center. City Clerk Nanci Mills performed the swearing-in ceremony and Victor's father, a 31-year employee for Martinez Ranches, pinned Victor's badge to his uniform.

Mayor Cowan adjourned the meeting for a brief celebration and the meeting resumed shortly thereafter.

Fire Captain Brad Lopez (Operations and Training), kicked off the Fire Department's presentation by introducing Division Fire Chief Dean Sarley, Fire Captain Art Mendoza (Fire Prevention and Public Education) Fire Captain Matt Schechla (Facilities & Equipment and EMS Coordinator) and Fire volunteers Brian Madsen, Tyler Fleshman and Isaac Ponce. Brad reviewed his responsibilities as head of operations and training and said the department currently has 47 volunteers and two resident volunteers (those with certification training.) There has been a slight increase in call volume this year and the average response time in 2016 within the City was 4:17 and 9:18 within the

district. There are several national standards that must be met by fire personnel, including California State Fire Training.

Fire Captain Art Mendoza (Fire Prevention and Public Education), said his priority is to respond to calls, but he also performs fire investigations and fire safety inspections, such as the PG&E Facility and new homes in Winters Ranch. Art has also assisted 6-8 Winters High School seniors with their capstone projects and reports that 2 seniors are going on to the Fire Academy. Art performs outreach to the local schools, delivering hats, stickers, and conveys the importance of fire safety.

Fire Captain Matt Schechla (Facilities & Equipment and EMS Coordinator) covers the station maintenance and emergency medical services and said Station 26 covers approximately 90 square miles. Cardiac arrest is the most serious call they can respond to, and of the 300,000 cardiac arrests that occur annually nationwide, 92% don't survive. On average, Winters Fire responds to 700 calls per year, with 64% being medical emergencies, and responds to 5-10 cardiac arrests annually. Matt is currently working on getting AED's into the Police patrol cars and into the school district. WFD always trains for the worst case scenario, with the goal of being better prepared to respond and treat cardiac arrest calls. Unfortunately, when a cardiac arrest occurs, brain damage occurs within 4-8 minutes and brain tissue is dead within 10-15 minutes. CPR starts ASAP and bystander CPR is key! Defibrillation also starts ASAP. It can take as many as 7 EMS personnel for a cardiac arrest call.

City Manager John Donlevy said "Pulse Point" contains 2 apps for your phone: notifies you if CPR is needed within 300 feet of your location, and also identifies the closest AED. As a bonus, it also receives Winters Fire calls!

Captain Lopez summarized the presentation by saying the department is actively engaged in the community through public education programs, they are working on the implementation of AED's with the Police Department and WJUSD, and staff continues to recruit, develop and mentor volunteers. Administration and operations continue to network and improve efficiency in the resources provided, and expected growth and development will continue to impact department operations.

Council Member Biasi thanked all the Fire Captains for all the work they do and said the fire department has come a long way. With the limited number of full-time staff, they do a great job. Mayor Cowan also thanked them for their service. Brad thanked the team and said that volunteers are the backbone of the organization.

DISCUSSION ITEMS

1. Consideration of Resolution No. 2017-43, Approving a Public Improvements Reimbursement Agreement between the City of Winters and HBT of Winters Highlands LLC (Stone's Throw Development)

City Attorney Ethan Walsh gave an overview and said the proposed public improvements reimbursement agreement provides that the developer would commit to construction improvements but would enter into a reimbursement agreement so when the building goes forward, the developer would be reimbursed. The improvements will benefit their property as well as other properties in the area. The Public Improvement Agreement has previously been approved; this is the reimbursement mechanism.

Council Member Biasi asked if all the property owners in the area are in agreement and Ethan replied no, the agreement was not taken to all the other developments because they are not ready to develop now. The City will be developing a mechanism to calculate the impact fees for these properties. Within the agreement is Exhibit D, the proportionate share of costs for benefitting properties, which will be processed under separate agreements.

Motion by Council Member Neu, second by Council Member Loren to approve Resolution 2017-43 approving a Public Improvements Reimbursement Agreement between the City of Winters and HBT of Winters Highlands LLC (Stone's Throw Development.) Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: None
ABSTAIN: None

2. Parking Study Update

City Manager Donlevy gave an overview and said all of the data has been provided to the consultant, Kimley Horn, who will provide a draft report and recommendations the week of September 5th. The parking committee will review this information the following week and will hold community meeting #2 the week of October 9th that will also include the City Council and Planning Commission for an overall parking plan. The completion and adoption of the plan is expected sometime in November, 2017.

3. Succession Planning

City Manager Donlevy gave an overview and said succession planning was part of the recent City Manager performance evaluation by the City Council. Staff is trying to come up with an overall plan to retain the overall knowledge base and the retention of information, the continuity of operations, and the maintenance of systems.

Council Member Loren asked about the City Clerk and Treasurer positions that are currently elected positions and how the City will be handling these. Will these positions be included on the ballot next year? City Manager Donlevy said staff will be bringing recommendations forward. Mayor Cowan thanked City Manager Donlevy for his report on an important topic.

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

1. None
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CITY MANAGER REPORT: Will meet with CalTrans as the signal is kicking off again. Mayor Cowan said unfortunately the roundabout construction will coincide with walnut harvest. The PG&E GOTTC Grand Opening is scheduled for Wednesday, September 27 and a program of the events scheduled will be provided.

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:57 p.m.

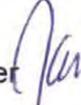
Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: September 5, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Generator Service Contract Renewal

RECOMMENDATION: Staff recommends that City Council authorize City Manager to execute renew services agreement with Cummins Pacific Sales and Service for three year annual service of City generators in the amount not to exceed \$22,825.00.

BACKGROUND: In 2014 staff solicited quotes from 3 vendors for annual generator service for both the stationary and portable generators. There are five units: three in water department, one in sewer department and one in the fire department. Cummins Pacific was low bidder at that time and we executed a three year agreement with them. Staff has been satisfied with the work performed over the last three years and recommends we renew their service agreement for another three years. The new contract reflects a 3% increase. The quote received is \$22,457.07 with the addition of sales tax the total would be estimated at \$22,825, spending about \$7600

FISCAL IMPACT: NOT TO EXCEED \$22,825

Attachments:

Cummins Pacific Proposal



Cummins Pacific, LLC
 875 Riverside Pkwy.
 W. Sacramento, CA 95605
 Phone: (916) 371-0630
 Fax:

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
City Of Winters 318 First St Winters, CA 95694 Customer #: 183841 Payment Type: Pay As You Go	Name: Eric Lucero Phone: (530) 681-1529 Cell: Fax: (530) 795-4935 E-mail:	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	8/16/2017 10/15/2017 QT-2076 Bernie Lapos 3 Year

Site Name: CITY OF WINTERS

(318 FIRST STREET WINTERS CA 95694)

Unit Name: 200KW KOHLER

Make: Kohler

Model: 200ROZD71-132611-711

S/N: 293486

Size: 200kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	August	Full Service	1	\$862.33	\$862.33
1	August	Loadbank (2 Hrs)	1	\$353.96	\$353.96
Year 1 Total: \$1,216.29					
2	August	Full Service	1	\$883.24	\$883.24
2	August	Loadbank (2 Hrs)	1	\$357.08	\$357.08
Year 2 Total: \$1,240.32					
3	August	Full Service	1	\$927.04	\$927.04
3	August	Loadbank (2 Hrs)	1	\$363.61	\$363.61
Year 3 Total: \$1,290.65					

Unit Name: FIRE DEPT

Make: Cummins

Model: 400DFEH-2688057F

S/N: G100140036

Size: 400kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	August	Full Service	1	\$1,161.48	\$1,161.48
1	August	Loadbank (2 Hrs)	1	\$826.96	\$826.96
Year 1 Total: \$1,988.44					
2	August	Full Service	1	\$1,191.37	\$1,191.37
2	August	Loadbank (2 Hrs)	1	\$839.02	\$839.02
Year 2 Total: \$2,030.39					
3	August	Full Service	1	\$1,253.96	\$1,253.96
3	August	Loadbank (2 Hrs)	1	\$864.27	\$864.27
Year 3 Total: \$2,118.23					

Unit Name: GENERAC PORT

Make: Generac

Model: 20A01054-S

S/N: 2055596

Size: 20kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	August	Full Service	1	\$790.02	\$790.02
1	August	Loadbank (2 Hrs)	1	\$617.96	\$617.96
Year 1 Total: \$1,407.98					
2	August	Full Service	1	\$808.76	\$808.76
2	August	Loadbank (2 Hrs)	1	\$633.50	\$633.50
Year 2 Total: \$1,442.26					
3	August	Full Service	1	\$848.02	\$848.02
3	August	Loadbank (2 Hrs)	1	\$666.04	\$666.04
Year 3 Total: \$1,514.06					

Unit Name: WELL 6

Year	Month of	Service Type	Qty	Sell Price	Extended Price
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Make: Cummins
 Model: G855
 S/N: 25192948
 Size: 20kW
 ATS Qty: 1
 Notes:

1st Service						
1	August	Full Service	1	\$789.02		\$789.02
2	August	Full Service	1	\$807.73		\$807.73
3	August	Full Service	1	\$846.93		\$846.93

Unit Name: WELL 7
 Make: Cummins
 Model: 300DQHAB-5515119B
 S/N: I100153647
 Size: 300kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	August	Full Service	1	\$1,153.33	\$1,153.33
1	August	Loadbank (2 Hrs)	1	\$644.96	\$644.96
Year 1 Total:\$1,798.29					
2	August	Full Service	1	\$1,182.97	\$1,182.97
2	August	Loadbank (2 Hrs)	1	\$656.81	\$656.81
Year 2 Total:\$1,839.78					
3	August	Full Service	1	\$1,245.06	\$1,245.06
3	August	Loadbank (2 Hrs)	1	\$681.62	\$681.62
Year 3 Total:\$1,926.68					

Total Agreement Amount:* **\$22,257.07**
**Quote does not include applicable taxes*



Cummins Pacific, LLC
 875 Riverside Pkwy.
 W. Sacramento, CA 95605
 Phone: (916) 371-0630

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
City Of Winters	Name: Eric Lucero	Quote Date:	8/16/2017
318 First St	Phone: (530) 681-1529	Quote Expires:	10/15/2017
Winters, CA 95694	Cell:	Quote ID:	QT-2076
Customer #: 183841	Fax: (530) 795-4935	Quoted By:	Bernie Lapos
Payment Type: Pay As You Go	E-mail:	Quote Term:	3 Year

Total Agreement Amount:* **\$22,257.07**
**Quote does not include applicable taxes*

Comment:

LOAD BANK TEST WILL BE FOR 2 HOURS STEPPED TO FULL LAOD AS PER CUSTOMERS DIRECTION .
 QUOTE IS FOR 3 YEARS .

Total Agreement Amount does not include applicable taxes. Please Email PMTEAM@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

- *25% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours
- 80% of the EPS nameplate kW rating for 2 continuous hours
- Other – Please Specify _____

Please return signed agreement to:
 My mailing or fax information provided above, or
 Email: PMTEAM@cummins.com

Cummins Pacific, LLC ("CP") hereby agrees to sell to Customer, and Customer hereby agrees to buy from CP, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-2076)

Cummins Pacific, LLC Approval

Signature: _____ Signature: _____

Date: _____ Date: _____

Please return this sheet only.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation.

Cummins shall provide the Services in a safe and workmanlike manner. Cummins has licenses, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations.

Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit.

3. DELAYS. Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED TWO TIMES THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

11. INTELLECTUAL PROPERTY. Any intellectual property rights created by Cummins in the course of the performance of any Agreement or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

12. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.



Generator Planned Maintenance Scope of Services

The following items are included in a typical Planned Maintenance Agreement (PMA):

Scheduled Checks

Cooling System

- Radiator air restriction
- Condition of hoses and connection leaks
- Antifreeze and coolant conditioner concentration
- Condition and tension of belts
- Ensure motor-operated louvers are working properly
- Pressure Testing

Air Intake System

- Visually check for leaks, holes, and loose connections/clamps

Exhaust System

- Visually check for leaks and restrictions
- Drain condensation trap

Electrical System

- Review meters for proper operation
- Specific gravity of battery liquid

Fuel System

- Proper fuel levels
- Fuel transfer pump

Annual Checks

Maintenance

- Change oil
- Oil sample (optional)
- Change filters
- Disposal of used oil and filters

Diesel Engine Checks

- Starter and all wiring
- Oil and coolant levels

Generator

- End bearing
- A.C. wiring
- Exciter stator
- Overspeed switch
- Cooling air
- Breakers

Engine Running

- Oil Pressure
- Leaks
- Alternator output
- Alarm
- Record A.C. output
- Frequency
- Amps under load

Intake and Exhaust Check

- Air cleaner
- Turbocharger
- Muffler and traps
- Leaks
- Breather
- Flex pipe
- Rain cap

Natural Gas and Gasoline Engine Checks

- Spark plugs
- Distributor wires
- Points and condenser
- Cap and rotor
- Starter and all wiring
- Oil and coolant levels

Controls

- Voltage regulator
- Wiring and relays
- Engine monitors
- Bulbs

Coolant System Check Only

- Antifreeze
- Radiator and cap
- Hoses and heater
- Belts and tension
- Louvers
- Coolant sample (optional)
- Leaks
- DCA level

Transfer Switch

- Time delays (adjust as needed)
- Exerciser clock (reset as needed)
- Clean cabinet
- Building load test (if permitted)

Fuel System

- Leaks
- Day tank - float switch pump
- Governor linkage
- Check for water in system

Semi Annual Checks

Battery and Charger

- Specific gravity test
- Clean corrosion as needed
- Adjust charger output as needed

Request Service: **1-800-CUMMINS**
salesandservice.cummins.com



8/16/2017

City Of Winters
318 First St
Winters, CA 95694
RE: Planned Maintenance Proposal

Dear Eric Lucero,

Cummins Pacific, LLC is a premier engine and power generation systems and services provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Equipment Maintenance "Agreement" proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Pacific, LLC to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Bernie Lapos

Bernie Lapos
Territory Manager
Office: 916-376-1509
Cell: (916) 765-1257
Email: bernie.lapos@cummins.com

Eric Lucero



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : September 5, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk
SUBJECT: Street Closure Request – Winters High School Homecoming Rally

RECOMMENDATION:

Approve the Request for Street Closure to allow for the Winters High School Homecoming Rally.

BACKGROUND:

The Winters High School will be holding its Annual Homecoming Rally on Friday, September 29, 2017 in and around the Main and First Street intersection.

Per the City's Street Closure Ordinance, this request requires Council approval for the identified streets on the attached street closure form.

FISCAL IMPACT:

None by this action.



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>Courtney Caniso</u>	Organization: <u>WHS ASB</u>
Address: <u>101 Grant ave Winters ca</u>	Mailing Address: <u>same</u>
Telephone: <u>(530) 515-2094</u>	Today's Date: _____
Streets Requested: <u>Main and 1st</u>	
Date of Street Closure: <u>09-29-17</u>	Time of Street Closure: <u>10:30-1:00</u>
Description of Activity: <u>Homecoming downtown rally for WHS</u>	
Services Requested of City: <u>Road blockers, 1 or 2 police officers, 1 patrol car</u>	
APPROVED: _____ Police Department _____ Public Works Department	

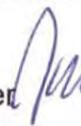
City of Winters Request for Street Closure

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.

magnificent *putah creek*
D. Lis - Cloth Case #9 and #14 Main St
Jean DeLeonardi 18 main st.
Ireland Agency - 26 main ST
Israel Cars
Barbara 400 MAIN ST
First Northern Bank 48 Main St
Eagle Drug 101 main ST
Avery's Boutique *Maria J. Lulie*
Maria German
Bianca A Ace



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: September 5, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dagoberto Fierros, Management Analyst
SUBJECT: Approval of Amplified Sound Permit application for the Carnitas Festival de la Comunidad

RECOMMENDATION:

Approve the Amplified Sound Permit application for the Carnitas Festival de la Comunidad

BACKGROUND:

September 30, 2017 marks the 10th Anniversary of the Carnitas Festival de la Comunidad. This is a family event with lots of great entertainment, activities of the public, great food, crafts and information.

The City of Winters and the Hispanic Advisory Committee work to foster communication, outreach and understanding between the Latino Community and the entire Community of Winters. Events like the Carnitas Festival de la Comunidad are important because a sense of unity and celebration is created between the entire community.

The Hispanic Advisory Committee of Winters is requesting the approval of the attached Amplified Sound Permit for Saturday, September 30, 2017.

FISCAL IMPACT:

None

ATTACHEMENTS:

Amplified Sound Permit application

Date of Application: 8/29/17 To City Council: _____

Name of Person(s)/ Organization: Hispanic Advisory Committee Contact: Pagoberto Freiros
Business Address: 318 First Winters, CA 95694 Telephone: 530 794 6760
Telephone: 530 554 5478

Type of Event: Festival de la Comunidad / Carnitas Cookoff

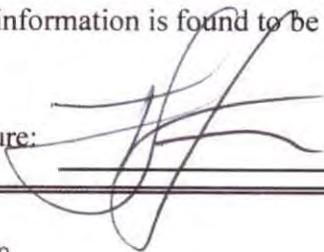
Purpose of Event: (ie; fundraiser, parade, festival, etc.):

Date/Time of Event: 9/30/17 From: 4:30 pm To: 10:30 pm

Location/Address of Event: Rotary Park / Comm. Center

Rated Output of Amplifier in Watts: 300 Number of Speakers: 4

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: 

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No
Rental Fee Paid: N/A (Not City Property) Yes No
Police Department: Approved Denied Date: _____
Authorized Signature: _____
City Council: Approved Denied Date: _____
Authorized Signature: _____



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: September 5, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Purchase of Aerator Parts for Wastewater Treatment Facility

RECOMMENDATION: Staff recommends Council approve the purchase of aerator parts from ECS House Industries in the amount of \$8238.41.

BACKGROUND: The two brush aerators purchased from ECS House several years ago have been non-operable for three years. Staff had acquired surplus aerators from City of Dixon to replace these two House aerators. Those have continued to function well, however there have been occasions when there is a need for more aeration in the ponds for optimum performance. Repair of these two brush aerators will provide additional aeration when needed and also a back-up unit if the need should arise. The labor to repair the units will be done by public works staff.

FISCAL IMPACT: Not to exceed \$8238.41 from Sewer O & M funds



ECS House Industries, Inc.
 P.O. Box 67
 Cherry Valley, AR 72324
 Phone: 870-588-3773

Quote

Date	Quote #
7/18/2017	2261

Name / Address
City of Winters WWTP 318 First Street Winters, CA 95694

Terms	Rep	FOB	Project
Net 15	JB		

Item	Description	Qty	Each	Total
MFG005936S2	Assy, DE 2-7/16" X 2-3/8" X 19.33" Stubshaft (For SDBTA3)	2	731.50	1,463.00T
MFG000249	Plate, Inner Seal (For 10HP)	2	71.33	142.66T
MFG000250	Plate, Outer Seal (For 10HP)	2	71.33	142.66T
5SLS9171H1L5	Seal, 2-7/16" JM Clipper 9171H1L5	4	34.06	136.24T
5BRG076074	Bearing, FC-SCED-207	2	326.95	653.90T
MFG000272	Plate, Seal Tail Bearing (For 10HP)	2	34.51	69.02T
MFG005961	Assy, Tail Bearing Bracket W/ Splash Shield (Complete Pre- Assy) (For SDBTA3)	2	866.46	1,732.92T
MFG005927S2	Assy, 1-15/16" TE Stubshaft 8.5"	2	325.80	651.60T
5GDR903001	Gear Reducer, TA3 25:1 Ratio	1	2,431.58	2,431.58T
5BSH903020	Bushing Kit, TA3 2-3/8"	1	240.06	240.06T
Quote does not include freight.				

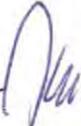
Notes:

Quote is Good For (30)
 Thirty Days!

Subtotal	\$7,663.64
Sales Tax (7.5%)	\$574.77
Total	\$8,238.41



**CITY COUNCIL
STAFF REPORT**

DATE: September 5, 2017
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Highway 128 Marketing Project- BID Funding

RECOMMENDATION:

That the City Council approve a funding request from the Winters Chamber of Commerce to fund \$5,000 toward the Highway 128 Marketing Project.

BACKGROUND:

Since 2015, the Highway 128 Committee for the Winters Chamber of Commerce has worked on a linkage campaign to work with economic communities along Highway 128 (Winters to Mendocino) to develop an overall marketing strategy. This has included the development of an overall marketing strategy, website and initial push toward highlighting the 128 corridor stretching from Winters, through the Napa Valley and Sonoma to the Mendocino Coast. Products developed include the Highway 128 logo, style guide, Facebook page and rack cards which are all available in Winters.

Much of the results can be viewed by visiting www.visit128.com.

DISCUSSION:

The group is now requesting \$5,000 in funding from the Business Improvement District (BID) toward a match from the Yolo Visitors Bureau and the Bureau of Reclamation to launch an Eastern Gateway focus for the campaign.

The funding will specifically go toward:

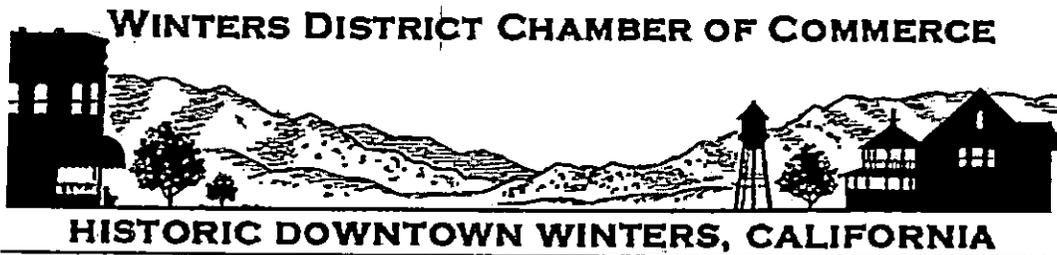
Highway 128 Funding Request
Agenda Report- September 5, 2017
Page 2

- Contract a design firm to create and print an eastern entrance map for highway 128 to compliment the overall effort;
- Create a digital media campaign that can be used at major media venues including Sacramento International Airport to market the area.

The group is now ready to move on the project and is requesting funding.

The request and use of the funds are consistent with the terms of the BID.

FISCAL IMPACT: \$5,000 from the Business Improvement District Fund for FY 2017-18.



201 First Street; Winters, CA 95694

Phone: (530) 795-2329; Fax: (530) 795-3202

email: director@winterschamber.com; www.winterschamber.com

August 10, 2017

Sent Via Electronic Mail Only

City of Winters
Attention: John Donlevy

Re: BID Reimbursement – Hwy 128 project (Phase II)

Hello John:

The Winters Chamber of Commerce is seeking BID funds, in the amount of \$5,000.00, for Phase II of the Highway 128 project. The use of BID funds for this project was approved by the Chamber of Commerce Board of Directors at its regularly scheduled meeting on June 9, 2017. I have attached a copy of the initial funding request from Chamber Board Member Tracy Rios, which details the project scope and proposed use of funds for additional information.

At this time, the Chamber Board of Directors respectfully requests that this be placed on the September 5, 2017 City Council agenda for review and approval.

Thank you for your assistance in this matter. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Carrie Green

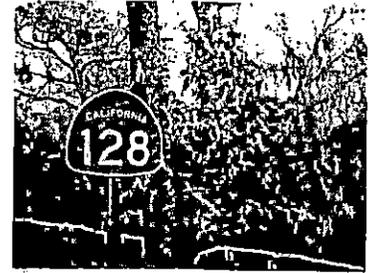
Carrie Green
Executive Director

Attachments

Winters California Chamber of Commerce

Winters, CA. 95694

Ref: Letter Approval



The Highway 128 Committee for the Winters Chamber of Commerce has determined a budget and contribution structure to continue moving forward with the Highway 128 project.

We have made great strides in achieving support both monetarily and unilaterally with all four corner counties, Yolo, Napa, Sonoma and Mendocino California, all of which are an integral part of the journey on Highway 128.

To date, we have accomplished a website (www.visit128.com) a Highway 128 Logo, Style Guide, FB page and Rack card for all counties. All of this completed with seed money from each county. We are now ready to secure the Eastern Gateway approach on Highway 128 which extends from all areas encompassing Winters to Lake Berryessa.

Our ASK incorporates three separate Eastern Highway 128 potential partners. We are asking Yolo County Visitors Bureau, Winters Chamber of Commerce and The Bureau of Reclamation to support us with an investment of \$5,000 each as additional seed money to launch the Eastern Gateway Entrance on Highway 128.

Funding will be used to:

- Contract a designer that will create & print an eastern entrance map of Highway 128 that fits with previous collateral and brand identity.
- Create a digital media campaign that can be used in a variety of different venues e.g. Monitor screen shot at the Sacramento International Airport and other areas that support this type of marketing.

We are now ready to take this presentation on the road to recruit additional stakeholders and ambassadors. Be a part of the design for Highway 128 and join us in providing the most beautiful scenic approach into Wine County from Yolo County.

Thank you,

Tracy Rios, Committee Chair

Committee members: Chris Turkovich, Corrine Martinez, John Pickerel, Frank Carney, Lynda Hines, Kate Fraizer, Carrie Green, Mike Olivas and Janette Dahn.