



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, October 3, 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*

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 19, 2017 (pp. 5-8)
- B. Amplified Sound Permit Application Submitted by Joaquin Feliciano for Event to be Held at the Community Center Amphitheater on October 21, 2017 (pp. 9-11)
- C. Amplified Sound Permit Application Submitted by Terry & Joanne Moore at 403 Baker St. for "A Day of Living" BBQ and Fundraiser on Behalf of 12 year old Kyra Williams (pp. 12-15)
- D. Resolution 2017-45, a Resolution of the City Council of the City of Winters Approving and Authorizing the City Manager to Execute Consultant Agreements between the City of Winters and Bennett Engineering and Clear Path Land Evolvement for On-Call Map Checking Services (pp. 16-30)
- E. Street Closure Request and Amplified Sound Permit for Salmon Festival to be Held on November 4, 2017 (pp. 31-33)
- F. Geocon Work Order One Geotech Services for Influent Screen Project (pp. 34-41)
- G. Final Acceptance of Public Improvements for First Street Re-Paving (pp. 42)
- H. Consideration of Consultant Services Agreement with Play by Design LLC for Project Playground (pp. 43-50)

### PRESENTATIONS

Winters Police Department - Certificates of Appreciation to Local Businesses for Supporting an Anti-Drug & Alcohol Campaign

Sheila Allen - City Consultant for Senior Services

BCSF Health & Human Services Presentation

DISCUSSION ITEMS

1. Public Hearing and Introduction of Ordinance 2017-05, an Ordinance of the City Council of the City of Winters to Consider the Request for a Rezoning to Add Planned Development (PD) Overlay Zone to the Property Located at 301 Main Street, APN 003-191-006 (pp. 51-59)
2. Public Hearing and Introduction of Ordinance 2017-06, an Ordinance of the City Council of the City of Winters to Consider the Request for a Rezoning to Add Planned Development (PD) Overlay Zone to the Property Located at 302 Abbey Street, APN 003-191-005 (pp. 60-66)
3. SB1: Project Lists, Road Maintenance and Rehabilitation Account Funding (pp. 67-78)

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

1. None

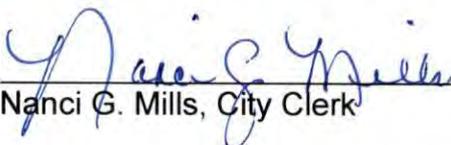
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CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 3, 2017 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://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 September 28, 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](http://www.cityofwinters.org/administrative/admin_council.htm)

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

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

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

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*View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://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 September 19, 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, Public Works Supervisor Eric Lucero, Environmental Services Manager Carol Scianna, Public Works Wastewater Facilities Manager Jim Keating, Public Works Maintenance Workers Robert Anderson, Ramiro Becerra and Ricky Castro, Police Officers Gordon Brown and Alan Pinette, Police Chaplain Robert Duvall & Kepi the Wonder Dog, and Management Analyst Tracy Jensen.

Police Chief John Miller led the Pledge of Allegiance.

APPROVAL OF AGENDA: Motion by Council Member Neu, second by Council Member Biasi to approve the agenda with no changes. 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, September 5, 2017
- B. Niemann Street Agreement between HBT of Winters Highlands LLC, Winters Joint Unified School District, and the City of Winters
- C. Seed Money Request for Winters Community Dinner
- D. First Reading of Ordinance 2017-04 to Amend Winters Municipal Code Section 2.52.100, "Level 1 Reserves-Eligibility Determination"
- E. Salmon Festival Funding Request

City Manager Donlevy gave an overview. City Attorney Walsh said Council Member Anderson noted some typographical errors in the Niemann Street agreement. Corrections will be made as necessary. Motion by Council Member Loren, second by Council Member Neu to approve the Consent Calendar with the noted corrections to Item B, the Niemann Street agreement. Motion carried with the following vote:

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

PRESENTATIONS

Winters Police Chief John Miller introduced new volunteer Sharon Walker and said it is a pleasure to have her on board. Sharon is retired from the Vallejo Police Department and assists with background investigations, the front office, and youth services. Sharon thanked the Council for the opportunity to work with Chief Miller and to assist within the City of Winters.

Winters Police Chief John Miller introduced new Reserve Police Officers Darion Cueto and Joseph Vegas. City Clerk Nanci Mills performed the swearing-in of the reserve officers and police badges were pinned to their uniforms by family members. Both Reserve Officers thanked Council for the opportunity to serve within the City of Winters.

The meeting adjourned at 6:49 p.m. for a brief reception and was called back to order at 7:00 p.m.

Public Works Supervisor Eric Lucero gave a power point presentation about the wastewater operations, one in a three-part series. He provided budget

breakdowns, an organizational chart, listed the City's sewer mains, identified the components out at the sewer ponds, and provided the current and proposed maintenance services at the Waste Water Treatment Plant. The presentation also included a wide range of photos of the Public Works employees hard at work performing a wide variety of jobs within the wastewater division. Eric then introduced the Wastewater Facilities Manager Jim Keating, who introduced Maintenance Workers Ramiro Becerra, Robert Anderson, and Ricardo Castro and spoke about the maintenance that is required out at the sewer ponds.

City Manager Donlevy said the Public Works Department includes an outstanding staff who are doing an outstanding job and he's proud of the members of the Public Works team. Eric said the public works staff is made up of mostly homegrown employees - 8 of 10 grew up in Winters and attended Winters High School. The staff is staying in Winters and they're building the department as a team. Two employees live out of town and are highly qualified, yet Winters is where they choose to be.

Council Member Biasi said he really appreciates the public works staff. With the complex sewer and water systems, the regulations that must be met, and the certifications that are required, staff is doing a good job. Mayor Cowan said it was a nervous time when the City was making the change, but the public works staff was brave enough to bring these services in-house and it has worked out very well. He thanked Eric for an entertaining presentation.

#### DISCUSSION ITEMS

1. None
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#### CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY

1. None
- 

CITY MANAGER REPORT: November 21<sup>st</sup> is Roberta (Bobbie) Greenwood's 100<sup>th</sup> birthday party at the Palms, so the start time for the City Council meeting will be moved up to 5:30 so everyone can attend the birthday dinner at 6:30. A tour of the Winters Ranch project will take place tomorrow at 9:15am to view the 2-story units on Kennedy & Main. The signal at Grant & Main is moving right along.

Dan Maguire, Lisa Baker and the City Manager met with representatives from the Blue Mountain Terrace project to do some value engineering on the project, pulling some things out to save some money. The project is \$1.5 million dollars

short and they may need to re-structure the financing. From a residential standpoint, this is a very important project. Staff will take it back to the Planning Commission so they can take a look at it. Attended the legislative session last Friday - there is a lot on the Governor's desk including numerous changes in housing and transportation, but the City Manager is waiting for a re-cap and will keep everyone updated. SB1, the gas tax, will be on the next City Council agenda, where staff will include a list of projects. Met with a financing team regarding the freeway hotel today and they are getting ready to move forward with the project. The PG&E grand opening will be held on 9/27. The event scheduled on 9/26 will be the pre-tour designed for those who were included on the project team. The City Council members were encouraged to go out to Walnut Park on a Saturday to see the magic of the design in full view. Soccer games are now being played there. Council Member Anderson asked if anyone was planning on attending the cannabis summit and the City Manager said he planned on attending on 9/27 @ 4pm.

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:56 p.m.

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Wade Cowan, MAYOR

ATTEST:

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Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 3, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager *JD*  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*  
**SUBJECT:** Approval of Amplified Sound Permit Application for Event Scheduled at the Winters Community Center Amphitheater on October 20-21, 2017

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**RECOMMENDATION:**

Approve the amplified sound permit application submitted by Joaquin Feliciano for the wedding and wedding rehearsal at the Winters Community Center Amphitheater on October 20<sup>th</sup> and October 21<sup>st</sup>, 2017, for a total of three hours.

**BACKGROUND:**

The Winters Community Center Amphitheater is available to rent by private parties as long as the Application for Use for City Facilities has been completed and submitted to the City with payment, along with any necessary permits, including the attached Amplified Sound Permit Application.

Per the Noise Ordinance, the Amplified Sound Permit Application requires Council approval on the attached form.

**FISCAL IMPACT:**

None

Date of Application: 9/18/2017 To City Council: \_\_\_\_\_

Name of Person(s)/ Organization: Joaquin Feliciano Contact: \_\_\_\_\_  
Business Address: 2222 E 8th St Telephone: 530.304.3367  
DAVIS CA 95618  
Telephone: 530.304.3367

Type of Event: Rehearsal  
wedding rehearsal (10/20) and wedding (10/21)

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

Date/Time of Event: 10/20 3-5 pm From: \_\_\_\_\_ To: \_\_\_\_\_  
10/21 5-6 pm

Location/Address of Event: Winters Community Center stage

Rated Output of Amplifier in Watts: 180W Number of Speakers: 1

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: Joaquin Feliciano

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:** October 3, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager *John*  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*  
**SUBJECT:** Approval of Amplified Sound Permit Application Submitted by Terry & Joanne Moore for a Residential Fundraiser at 403 Baker Street on October 8, 2017

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**RECOMMENDATION:**

Approve the Amplified Sound Permit Application submitted by Terry & Joanne Moore for "A Day of Living" BBQ and Fundraiser.

**BACKGROUND:**

Eleven year old Vacaville resident Kyra Williams was diagnosed with a non-operable brain tumor in June of this year. She is currently undergoing chemotherapy and the doctors are certain that she will have to undergo radiation treatment at some point. Winters residents Terry & Joanne Moore are hosting this event to give Kyra a day of love and support and to raise funds to help pay for medical bills. They are also planning to have a foundation set up in Kyra's name to help others in the same situation and it is their hope to hold future events at more formal locations.

A band has been hired to provide live music for this event, which requires the attached Amplified Sound Permit Application. And per the Noise Ordinance, the Amplified Sound Permit Application requires Council approval.

Donations will be accepted at Kyra's GoFundMe Page at:

<https://www.gofundme.com/fightforkyraandseth>

**FISCAL IMPACT:**

None

Date of Application: SEPTEMBER 25, 2017

To City Council: 10/3/17

Name of Person(s)/  
Organization: MR + MRS TERRY MOORE

Contact: JOANNE

Business Address: 403 BAKER STREET  
WINTERS, CA 95694

Telephone: (707)688-1233

Telephone: (707)688-1233

Type of Event: RESIDENTIAL FUND RAISER

Purpose of Event: (ie; fundraiser, parade, festival, etc.):  
A DAY OF LIVING BBQ WITH KYRA WILLIAMS (KYRA IS AGED 11)  
FUNDRAISER

Date/Time of Event: OCTOBER 8, 2017 From: 2:00 P.M. To: 9:00 P.M.

Location/Address of  
Event: 403 BAKER STREET  
WINTERS, CA 95694

Rated Output of Amplifier in Watts: 450 Number of Speakers: 2  
THE BAND CAN GO LOWER IF REQUIRED + TURN DOWN

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: \_\_\_\_\_

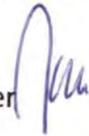
Address	Owner's Last Name	Object	Approve/Sign	NH*
403 EDWARDS ST	LAURA PASTORAL		[Signature]	
318 BAKER ST	WILLIAMS JESSICA		[Signature]	
607 FOURTH ST	RIES		[Signature]	
407 Baker	JOHN Lopez		[Signature]	
411 BAKER ST @ ANSWER				✓
413 Baker Street	Javier Soria Jr		[Signature]	
Willy Orozco 415 Baker St			[Signature]	
412 Baker Street	JEPSEN		[Signature]	
410 Baker Street	Barnette		[Signature]	
411 Baker St	Samajedon		[Signature]	
406 Baker st	Alejandrino		[Signature]	
407 BAKER ST.	AGUIRRE ADAMS		[Signature]	
602 fourth Street	Victor Querech		[Signature]	
616 4th St	SWANSON		[Signature]	
304 BAKER ST	DEAL		[Signature]	
310 BAKER ST	Arizaga		[Signature]	
308 4th St	Graf/Martin		[Signature]	
400 Edwards St	Biasi		[Signature]	
406 EDWARDS ST	GORDON		[Signature]	
407 EDWARDS ST	MILES		[Signature]	
404 Edwards St.	Drake		[Signature]	
306 BAKER ST	Ballow		[Signature]	
303 Baker St	Marquez/Herrera		[Signature]	
306 BAKER ST	DID NOT SPEAK ENGLISH			✗
307 BAKER ST				✓
311 BAKER ST	Branscum		[Signature]	✗
313 Baker ST	Garcia		[Signature]	
308 Baker St	Ralston		[Signature]	
518 4th St.	Biasi		[Signature]	
600 4th St.	Borba		[Signature]	

\* NH-Attempted to contact but noone was home.





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE:** October 3, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** **Resolution 2017-45, A Resolution of the City Council of the City of Winters Approving and Authorizing the City Manager to Execute Consultant Services Agreements between the City of Winters and Bennett Engineering and the City of Winters and Clear Path Land Evolvment for On-Call Map Checking Services**

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**RECOMMENDATION:** Staff recommends that the City Council adopt Resolution 2017-45, approving and authorizing the City Manager to execute consultant services agreements with Bennett Engineering and Clear Path for on-call map checking services for future private land development.

**BACKGROUND:** On October 8, 2015, the City Council approved amendments to agreements with Laugenour and Meikle and Clear Path Land Evolvment, for on-call map checking services, which extended the contracts for a 2-year period. Those contracts will expire this month. Winters continues to attract commercial and residential development, and developers and land owners have been filing maps for division of land. Therefore, it is imperative that the City have a licensed Land Surveyor (LS) under contract to review the maps. Per the Map Act, the City Engineer is not permitted to provide such a service.

On August 21, 2017, the City Engineer issued a Request for Qualifications (RFQ) to qualified Land Surveyors located in Northern California, for on-call map checking services, with the intent to enter into a two year on-call contract with two firms or individuals for map-checking services for private development. The City Engineer recommends that two (2) firms be retained, because of the potential conflict for one local firm that may be the LS or Engineer of Record that prepares and files the map for review.

The City received qualification statements from five (5) firms: Bennett Engineering, Carlile Macy, Cinquini & Passarino, Clear Path, and Willdan. The qualifications were reviewed by staff and the City Engineer, using the following criteria: Staff/Firm Qualifications, Pertinent Experience, Fee Schedule, and Location of Firm. Based on the review, the panel concurred that Bennett and Clear Path were the most qualified firms.

Staff recommends adoption of Resolution 2017-45, to authorize the City Manager to execute on-call contracts with both Bennett and Clear Path for a period of two years from execution, with the ability for extension of the contracts for one additional two-year period. The services will alternate between the firms, and work orders will be issued specific to each map.

**ALTERNATIVES:** No alternatives recommended.

**FISCAL IMPACT:** No impact to the General Fund. The costs associated with the contracts will be funded with project-specific funds from plan check fees adopted by the City.

**ATTACHMENTS:** Resolution 2017-45  
Consultant Services Agreements

**RESOLUTION 2017-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONSULTANT SERVICES AGREEMENTS BETWEEN THE CITY OF WINTERS  
AND BENNETT ENGINEERING AND THE CITY OF WINTERS AND CLEAR PATH  
LAND EVOLVEMENT FOR ON-CALL MAP CHECKING SERVICES**

**WHEREAS**, the City needs the services of a Licensed Land Surveyor for checking Parcel Maps and Final Maps in accordance with the Subdivision Map Act; and,

**WHEREAS**, the City Engineer issued a Request for Qualifications (RFQ) to qualified Land Surveyors located in Northern California for on-call map checking services; and,

**WHEREAS**, five firms responded to the solicitation with Statements of Qualifications (SOQs); and,

**WHEREAS**, a selection panel independently reviewed the SOQs, scored them against criteria, and ranked Bennett Engineering and Clear Path Land Evolvement as the top two firms.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Winters as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.
2. The City Manager is authorized to execute on behalf and in the name of the City of Winters Consultant Services Agreements for on-call map checking services with Bennett Engineering and Clear Path Land Evolvement.
3. The City Manager is authorized to appropriate and encumber sufficient funds to pay for the services provided for in said agreements.

**PASSED AND ADOPTED** by the City Council of the City of Winters held on the 3<sup>rd</sup> day of October, 2017, the following roll call vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**Wade Cowan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Nanci G. Mills, City Clerk**



**CONSULTANT SERVICES AGREEMENT**  
**AGREEMENT No. 030-17**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("CITY") and Bennett Engineering ("CONSULTANT"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, the CONSULTANT shall provide the CITY with on-call Map Check Services for various projects. The Scope of Services includes examining Final Maps and Parcel Maps for projects located within the City of Winters to determine conformance with the requirements of the Subdivision Map Act and any applicable local ordinance(s) prior to filing with the County Recorder. Upon request of the CITY, the CONSULTANT shall prepare a schedule and fee for the assigned project. For each project, a Work Order will be executed with specific scope information.
2. **PERIOD.** The CONSULTANT shall provide said Services for a period of two (2) years from the date of execution of this Agreement, with an option to re-new the Agreement, upon mutual consent of both parties, for an additional two (2) year term.
3. **PAYMENT.** The CONSULTANT shall be paid for the actual costs, for all time and materials expended, in accordance with the attached Rate Schedule in Exhibit "A. For each project, a Work Order will be executed with specific compensation information. The CITY shall pay consultant for services rendered pursuant to the Agreement.
4. **FACILITIES AND EQUIPMENT.** The CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
5. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
6. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS, a municipal corporation

CONSULTANT

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

By:   
Leo Rubio, President

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK

**EXHIBIT "A"**  
**RATE SCHEDULE**

# EXHIBIT A

## STATEMENT OF QUALIFICATIONS

### City of Winters Survey Rate Schedule | July 2017 - June 2018

#### Professional Staff

<b>Professional Staff</b>	<b>Hourly Rate</b>
Principal Engineer .....	\$240
Surveyor IV .....	\$165
Surveyor III .....	\$155
Surveyor II .....	\$140
Surveyor I .....	\$125
Engineering Intern .....	\$75
Designer III .....	\$150
Administrative .....	\$75

#### Additional Rate Information

- ▶ Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit.
- ▶ Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Substantial changes in the required Scope of Work or Schedule will result in the revision of the proposed fees and total contract amount.
- ▶ Rates are subject to change annually effective July 1st.

## EXHIBIT "B"

### GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

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

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Sections 2778 and 2782.8 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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

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

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

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



**CONSULTANT SERVICES AGREEMENT**  
**AGREEMENT No. 031-17**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("CITY") and Clear Path Land Evolvment Inc. ("CONSULTANT"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, the CONSULTANT shall provide the CITY with on-call Map Check Services for various projects. The Scope of Services includes examining Final Maps and Parcel Maps for projects located within the City of Winters to determine conformance with the requirements of the Subdivision Map Act and any applicable local ordinance(s) prior to filing with the County Recorder. Upon request of the CITY, the CONSULTANT shall prepare a schedule and fee for the assigned project. For each project, a Work Order will be executed with specific scope information.

2. **PERIOD.** The CONSULTANT shall provide said Services for a period of two (2) years from the date of execution of this Agreement, with an option to re-new the Agreement, upon mutual consent of both parties, for an additional two (2) year term.

3. **PAYMENT.** The CONSULTANT shall be paid for the actual costs, for all time and materials expended, in accordance with the attached Rate Schedule in Exhibit "A. For each project, a Work Order will be executed with specific compensation information. The CITY shall pay consultant for services rendered pursuant to the Agreement.

4. **FACILITIES AND EQUIPMENT.** The CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

5. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

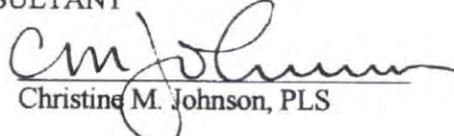
6. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS, a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CONSULTANT

By:   
Christine M. Johnson, PLS

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK

**EXHIBIT "A"**  
**RATE SCHEDULE**

# EXHIBIT A



## FEE SCHEDULE 2017

Principal Land Surveyor.....	\$150.00 hour
Project Surveyor.....	\$115.00 hour
CAD technician.....	\$95.00 hour
2 person Field Crew.....	\$150.00 hour
2 person GPS / Union scale crew.....	\$245.00 hour
Printing and copying.....	cost + 15%
Sub-consultants.....	cost + 15% administration fee
Vehicle Mileage.....	\$.055 / mile

Invoices are due within 30 days of date of invoice unless other arrangements have been made.

Certificates of Insurance are available upon request.

*Clear Path Land Evolvement, Inc. is certified as a DBE / SWBE (Caltrans),  
SB (DGS) and WBE (CPUC)*

## EXHIBIT "B"

### GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

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



**STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 3, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager   
**SUBJECT:** Street Closure Request and Amplified Sound Permit Application for Salmon Festival -November 4, 2017

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**RECOMMENDATION:**

Approval of street closure of East Main Street between Railroad Avenue and Elliot Street and approval of Amplified Sound Permit Application to allow for the the Second Annual Salmon Festival in Rotary Park on November 4<sup>th</sup>, from 11am-4pm

**BACKGROUND:**

City staff has been working with several local groups including Solano County Water Agency, Putah Creek Council, Putah Creek Trout, Solano Parks and Rec, Bureau of Reclamation and others planning our Second Salmon Festival. The Festival celebrates the return of salmon to Putah Creek. The event will have several informational booths, food booths, merchandise vendors and music throughout the day.

Staff is requesting the closure of East Main Street between Railroad Avenue and Elliot Street from 7:00 a.m. to 5:00 p.m.

If approved, closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

**FISCAL IMPACT:** Staff time as needed



### 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>Salmon Festival Committee</u> Organization: <u>'</u>	
Address: <u>City of Winters</u>	Mailing Address:
Telephone: <u>794-6715</u>	Today's Date: <u>9/27/17</u>
Streets Requested: <u>E Main between Railroad - Elliot</u>	
Date of Street Closure:	Time of Street Closure:
Description of Activity: <u>Festival Activities</u>	<u>7am - 5pm</u>
Services Requested of City:	
APPROVED:	City Council:
	Date Approved:
	Public Works Department:
	Police Department:
	Fire Department:
	Administrative Services:

Date of Application: Sept 27, 2017

To City Council: \_\_\_\_\_

Name of Person(s)/ Organization: Salmon Festival Committee

Contact: Carol Sciana

Business Address: City of Winters

Telephone: 794-6715

Telephone: \_\_\_\_\_

Type of Event: Salmon Festival -

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

Date/Time of Event: November 4 From: 11am To: 4pm

Location/Address of Event: Rotary Park

Rated Output of Amplifier in Watts: 60 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: Carol Sciana

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:** October 3, 2017  
**THROUGH:** John Donlevy, City Manager *JN*  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** Geocon Work Order Number One for Materials Sampling and Testing and Geotechnical Engineering Services

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**RECOMMENDATION:** Staff recommends the City Council authorize the City Manager to execute Work Order Number One Geocon, for materials sampling and testing, and geotechnical engineering services associated with Sewer Influent Screen Project.

**BACKGROUND:** The City recently contracted with Geocon for on call Materials Sampling/ Testing and Geotechnical Engineering Services. As part of the improvements associated with the Main Street Lift Station in the northwest end of town, the City will be installing an influent screen at the WWTF. Staff has been working with West Yost Associates to design the new Wastewater Treatment Facility(WWTF) Influent Screen. The Main Street Lift Station will be pumping wastewater from the new housing developments, Winters Ranch, Stones Throw and Callahan Project directly to the WWTF rather than going to East Street Pump Station(ESPS). This will be a much more efficient process and will increase capacity at the ESPS. The City will also be diverting wastewater from some of the existing neighborhoods at the northwest end of town directly to the WWTF.

Since the wastewater will not be going to ESPS where screening takes place, it is very important to install a screen at the WWTF in order to maintain optimum operations. The work proposed by Geocon is required to determine soil conditions at the WWTF in order to facilitate the new influent screen design and installation. Geocon also recommends that once design is complete and construction begins, we retain their services for the construction phase as well.

**FISCAL IMPACT:** The cost of Geotechnical Investigation and Plan Review/Consultation is estimated at \$8,300. These funds will be coming from Sewer Capital Project budget

Attachments: Proposal for Geotechnical Investigation of WWTF Influent Screen



**WORK ORDER NO. ONE**

This work order is an addendum to the agreement No. 024-17(Agreement) between the City of Winters(City) and Geocon Consultants, Inc ( Geocon), dated July 18, 2017

1. **Incorporation of Agreement.** All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.

2. **Scope of Services.** Geocon shall perform the following services as per: Proposal For Geotechnical Investigation for City of Winters WWTP Influent Screen Project, dated September 20, 2017- see attached **Exhibit A - Scope of Services**

3. **Compensation.** City shall compensate Geocon, as follows:  
 Task A- Geotechnical Investigation \$7800 (Lump Sum)  
 Task B- Plan Review/Consultation \$ 500 (Time and Materials)  
 Task C- Geotechnical Testing and Observation Services during Construction \$ TBD

4. **Schedule.** Geocon shall perform the services described in Exhibit A in accordance with the following schedule:

Coordination, USA	Weeks 1-2
Field Exploration, Lab Testing	Weeks 2-3
Geotechnical Investigation Report	Weeks 3-4

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Work Order as of the last date set next to the signatures appearing below:

CITY OF WINTERS

GEOCON CONSULTANTS, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John W. Donlevy  
 Title: City Manager

Name: Jeremy J. Zorne, PE, GE  
 Title: Senior Engineer  
 Geotechnical Group Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

318 First Street  
 Winters, CA 95694  
 Phone.530.795.4910  
 Fax. 530.795.4935

**COUNCIL MEMBERS**  
 Harold Anderson  
 Jesse Loren  
 Pierre Neu

**MAYOR**  
 Wade Cowan  
**MAYOR PRO TEM**  
 Bill Biasi

**CITY CLERK**  
 Nanci Mills  
**TREASURER**  
 Michael Sebastian

**CITY MANAGER**  
 John W. Donlevy, Jr.



Proposal No. S1366-05-01P  
September 20, 2017

VIA ELECTRONIC MAIL

Carol Scianna, Environmental Services Manager  
City of Winters  
318 1<sup>st</sup> Street  
Winters, California 95694

Subject: PROPOSAL FOR GEOTECHNICAL INVESTIGATION  
CITY OF WINTERS WWTP INFLUENT SCREEN  
WINTERS, CALIFORNIA

Dear Ms. Scianna:

In accordance with your request, we are pleased to provide this proposal to perform a geotechnical investigation for the proposed improvements at the City of Winters Wastewater Treatment Plant (WWTP) in Winters, California.

We understand that the City of Winters is planning to construct a concrete influent screening basin on the west side of the existing access road adjacent to the aeration water basins. The proposed screening basin will be approximately 8-feet wide by 20-feet long by 4-feet tall and will be constructed at grade on approximately 5 to 6 feet of engineered fill; the fill material will be obtained from a nearby borrow site.

The purpose of our geotechnical investigation will be to evaluate subsurface conditions at the site and provide geotechnical engineering design parameters and recommendations for the project as presently proposed. Our investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis and report preparation.

### SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

#### Task A – Geotechnical Investigation

- Perform a limited geologic literature review to aid in evaluating the geologic conditions present at the site.
- Review available design plans to select exploratory boring locations.
- Perform a site reconnaissance to review project limits, determine drill rig access, and mark exploratory boring locations for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the site.
- Retain the services of a California C57-licensed drilling subcontractor to perform exploratory borings.
- Perform four exploratory borings using a truck-mounted drill rig equipped with solid-flight or hollow-stem augers to a depth of 15 feet. Two borings will be performed at the location of the proposed screening basin and two borings will be performed at the borrow area.

- Since our borings will only extend 15 feet and will not encounter groundwater, a permit is not required per Yolo County Environmental Health Division.
- Obtain representative samples from the exploratory borings.
- Log the borings in accordance with the Unified Soil Classification System.
- Upon completion, backfill the borings with soil cuttings.
- Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters.
- Analyze the field and laboratory testing data, and develop geotechnical recommendations and design parameters with respect to design and construction of this project.
- Prepare a summary report with our conclusions and recommendations. Our report will include (but not be limited to) the following:
  - Site Plan showing the locations of the exploratory borings,
  - Logs of the exploratory borings, including depth to groundwater (if encountered),
  - Laboratory test results,
  - Summary of geotechnical constraints and mitigation alternatives (if necessary),
  - Seismic hazards evaluation (e.g. faulting, liquefaction potential),
  - Anticipated excavation conditions, grading and fill recommendations,
  - Recommended foundation type(s) and associated foundation design parameters, estimated settlement,
  - Lateral earth pressures, and
  - Seismic design criteria (2016 California Building Code or American Water Works Association (AWWA) guidelines, as appropriate.
- We will email a draft report for your review, followed by three, wet-signed and stamped originals and one electronic copy (PDF format) of our report.

**Task B – Plan Review and Consultation during Final Design**

We will review the project plans and specifications to verify our recommendations have been properly implemented and/or provide additional recommendations, if necessary. We will also provide geotechnical consultation as requested.

**Task C – Construction Services (Future Service)**

To maintain continuity of geotechnical interpretation, we recommend that we be retained to provide geotechnical testing and observation services during construction. Our testing and observation services are important to verify that conditions encountered during grading/earthwork are similar to those encountered during our investigation and that our recommendations have been properly implemented. Our experience indicates maintaining the same Geotechnical Engineer of Record throughout design and construction significantly reduces the potential for contractor change orders. We would be happy to prepare a proposal for construction services once a general project construction schedule has been established. Our construction services would be provided on a time-and-materials basis in accordance with the attached *2017 Schedule of Fees*.

## PROPOSED FEES

We propose to perform the scope of services described herein for the following fees:

Services	Fee
Task A – Geotechnical Investigation	\$7,800 (Lump Sum)
Task B – Plan Review/Consultation	\$500 (Time and Materials)
Task C – Geotechnical Testing and Observation Services during Construction	\$TBD*
<i>*We can prepare a proposal for construction services once a project construction schedule has been established</i>	

Our fee is based on our 2017 Schedule of Fees/Terms and Conditions, which is incorporated into and made a part of this proposal, and current subcontractor rates. If we encounter unforeseen conditions, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees.

## PROPOSED SCHEDULE

The following approximate schedule is anticipated for the project:

<u>Task</u>	<u>Completion Milestone</u>
Coordination, USA	Weeks 1-2
Field Exploration, Laboratory Testing	Weeks 2-3
Geotechnical Investigation Report	Weeks 3-4

## CONTRACT EXECUTION

Please review the contents of this proposal and if acceptable, please issue a Work Order pursuant to our existing Consultant Services Agreement between Geocon and the City of Winters, dated July 18, 2017. We will commence with the scope of services outlined herein upon receipt of your written authorization; however, services provided by Geocon will be pursuant to our 2017 Schedule of Fees until or unless a mutually agreed upon, negotiated contract is finalized.

## ASSUMPTIONS AND LIMITATIONS

We assume the following:

- The client will coordinate site access/permission to enter.
- The site is accessible to truck-mounted drilling equipment, and drilling will be allowed during regular daytime business hours, Monday through Friday.
- Site plans provided for our use will show the locations of all underground utility lines and structures. We will not be responsible for damage to any such lines or structures that are not shown accurately on the plans provided to us or properly marked by USA subscriber companies.
- The scope of services detailed in this proposal does not include the evaluation or identification of environmental contamination.

We appreciate the opportunity to provide continuing services on this project. Please contact us if you have any questions regarding this proposal or if we may be of further service.

Sincerely,

**GEOCON CONSULTANTS, INC.**



Jeremy J. Zorne, PE, GE  
Senior Engineer  
Geotechnical Group Manager



Victor M. Guardado, EIT  
Staff Engineer

Attachments: 2017 Schedule of Fees



**2017 SCHEDULE OF FEES**

**PROFESSIONAL SERVICES**

Engineering Assistant/Laboratory Technician .....	\$80/hr.
Engineering Field Technician/Special Inspector I .....	75/\$100(PW)*/hr.
Engineering Field Technician/Special Inspector II .....	85/110(PW)*/hr.
Engineering Field Technician/Special Inspector III .....	95/120 (PW)*/hr.
Word Processor/Technical Editor .....	75/hr.
Engineering/Research Assistant/Technical Illustrator .....	90/hr.
Project Coordinator/GIS Specialist .....	95/hr.
Staff Engineer/Geologist .....	110/hr.
Senior Staff Engineer/Geologist .....	120/hr.
Project Engineer/Geologist .....	130/hr.
Senior Project Engineer/Geologist .....	140/hr.
Senior Engineer/Geologist/Geophysicist .....	160/hr.
Associate Engineer/Geologist .....	185/hr.
Principal Engineer/Geologist/Litigation Support .....	225/hr.
Deposition or Court Appearance .....	400/hr.
Overtime and Saturday Rate .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Professional Fee .....	\$500/Project
Minimum Field Services Fee (per day or call-out) .....	2 Hours

\*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

**TRAVEL**

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem) .....	\$150/day
Vehicle Mileage .....	0.75/mile

**EQUIPMENT & ANALYTICAL TESTS**

Nuclear Gauge .....	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	50/day
Equipment Truck .....	200/day	55-gallon drum .....	55/ea.
Direct-Push Rig/Operator .....	165/190(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B) .....	70/ea.
Direct-Push Sample Liner .....	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B) .....	100/ea.
Equipment Trailer .....	100/day	TPHd/TPHmo (EPA 8015M) .....	75/ea.
Wenner 4-Pin Earth Resistivity Meter .....	150/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Coring Machine (concrete, asphalt, masonry) .....	175/day	Volatile Organic Compounds (EPA 8260B) .....	150/ea.
Dynamic Cone Penetrometer .....	200/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dilatometer (DMT) Test Equipment .....	800/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Generator or Air Compressor .....	100/day	Single Metal (EPA 6010B) .....	20/ea.
GPS Unit .....	160/day	Pesticides (EPA 8081) .....	125/ea.
Drive-Tube Sampler or Hand-Auger .....	40/day	Soil pH (EPA 9045C) .....	20/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	WET or TCLP Extraction .....	75/ea.
Water Level Indicator .....	40/day	Sample Compositing .....	20/composite.
Battery-Powered Pump .....	75/day	48-hour Turnaround Time .....	60% surcharge
Photo-Ionization Meter .....	125/day	24-hour Turnaround Time .....	100% surcharge

**LABORATORY TESTS**

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698) .....	\$175/ea.	Resistance Value, R-Value (D2844/CAL301) .....	\$275/ea.
6-inch mold (D1557/D698) .....	190/ea.	R-Value, Treated (CAL301) .....	300/ea.
California Impact (CAL216) .....	200/ea.	California Bearing Ratio (D1883) .....	175/pt.
Check Point .....	85/ea.	Stabilization Ability of Lime (C977) .....	180/ea.

**SOIL AND AGGREGATE PROPERTIES**

#200 Wash (D1140/C117).....	\$60/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	175/ea.
Sieve Analysis with Hydrometer (D422).....	180/ea.	Sand Equivalent (D2419/CAL217).....	90/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

**SHEAR STRENGTH**

Unconfined Compression (D2166).....	\$100/ea.
Direct Shear (D3080) (3pt).....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

**PERMEABILITY, CONSOLIDATION AND EXPANSION**

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	175/ea.

**AGGREGATE QUALITY**

Sieve Analysis to #200 (C136).....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

**CONCRETE / MASONRY / REINFORCING STEEL**

Compressive Strength, Cast Cylinders (C39).....	\$25/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch.....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger).....	175/200/ea.
CMU Compressive Strength (C140).....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	115/ea.

**HOT MIX ASPHALT**

Density, Hveem (D2726/CAL308).....	\$100/pt.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Extraction/Sieve Analysis (C136/CAL202).....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	200/ea.
% Voids (CAL 367).....	275/ea.

**\*2X surcharge on rush turnaround for laboratory testing**

**TERMS AND CONDITIONS**

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$10,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.  
  
Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$20,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



**TO:** Honorable Mayor and Council Members  
**DATE:** October 3, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager *JD*  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** **Final Acceptance of Public Improvements for First Street RePaving**

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

**BACKGROUND:** The project consisted of removal and replacement of 3 inches of AC, on First St. between Main and Abbey at total of 10,500 sq feet. Gas Tax funds were authorized by Council for the project in the amount not to exceed \$42,000.

On June 21, 2016 a contract was awarded to Vintage Paving Company and contract was executed. Work on this project was delayed in order to coordinate the Downtown water main and storm line improvements in Newts Alley. The final payment was made on 8/1/17 total construction cost was \$40,0005.

The improvements have been constructed in accordance with the approved improvement plans and City Staff has approved the work. Staff recommends the City Council accept the improvements and direct the City Clerk to file a Notice of Completion.

**FISCAL IMPACT:** No funding impacts are associated with this request.



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** October 3, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Ethan Walsh, City Attorney  
**SUBJECT:** Consideration of Consultant Services Agreement with Play by Design LLC

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**RECOMMENDATION:** That the City Council approve a Consultant Services Agreement with Play by Design LLC, and authorize the City Manager to execute the Agreement on behalf of the City.

**BACKGROUND:** As the Council knows, Project Playground, an unincorporated group of local residents and volunteers have been in the process of fundraising and preparation for the development of the new community built playground at City Park. As part of this process, Project Playground has been working with Play by Design LLC ("PBD"), a company that specializes in the design and project management for community built playgrounds throughout the country and internationally.

The City Council previously approved an MOU with Project Playground that set forth the agreed upon expectations of the City and Project Playground's members related to the project. The MOU provided that once all the funding for the playground project was secured by Project Playground, the City would enter into an Agreement with PBD that would govern the design and consulting services to be provided by PBD. Project Playground has secured the funding needed to complete the project, and City staff is now bringing this agreement for Council consideration in accordance with the terms of the MOU.

**DISCUSSION:** The Agreement sets forth the design and project management services that PBD will provide in connection with the project. While they are being paid with funds raised by Project Playground, it is appropriate for the City to enter into an agreement directly with PBD. The playground is located on City property and will ultimately be owned by the City, so the City wants to be able to ensure that PBD will carry out their responsibilities in accordance with normal City expectations.

**FISCAL IMPACT:** No direct fiscal impact to City. The services to be provided by PBD are being paid for with funds that have been raised by Project Playground.

**ATTACHMENTS:** Agreement



**CONSULTANT SERVICES AGREEMENT**  
**AGREEMENT No. 032-17**

THIS AGREEMENT is made at Winters, California, as of October 3, 2017, by and between the City of Winters ("the CITY") and Play by Design LLC (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the Services described in Exhibit "A", which is the Scope of Work. Consultant shall provide said services at the time, place, and in the manner specified by Exhibit "A".

2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, with funding raised by the Project Playground committee, in accordance with the Payment Schedule included in Exhibit "B", but in no event shall total compensation exceed (\$40,200.00), without the prior written approval of the City and the Project Playground committee. Consultant shall be paid for services rendered pursuant to the Agreement and described in Exhibit "B".

3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. This shall not include construction materials, tools or other building supplies, which are to be provided by the Project Playground committee.

4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CONSULTANT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK

## Exhibit "A"

### Scope of Services

Working with the Project Playground committee, an organization of local citizens of Winters, Play by Design LLC (hereafter called PBD) will assist in creating a custom-designed creative playground. PBD will provide the custom design, project management and construction supervision. The Project Playground committee will provide all materials and volunteer labor to prepare the site and construct the playground.

The play area will be designed in accordance with all ASTM and CPSC guidelines and safety standards for public playgrounds, as well as requirements of the ADAAG (Americans with Disabilities Act Accessibility Guidelines).

### RESPONSIBILITIES

#### Play by Design LLC:

- Schematic design
- Design development including construction documents and details
- Materials takeoff and final materials list
- Organizational materials, including tools list and other useful coordinating information
- Project management
- Pre-construction visit to community for organizational meeting and design review
- On-site construction consultation, 3 consultants for 6 days
- Final inspection of completed structure at the end of construction

Note: Any overseas items and/or equipment must be ordered 15 weeks prior to construction.

Note: Play by Design orders manufactured playground parts and invoices Playground Project committee. The invoice is due 10 weeks before the build date.

#### Project Playground committee/City of Winters:

- All site preparation prior to the construction, including digging postholes for play structure (PBD will assist with the layout)
- Secure and store all construction materials prior to the build. All materials must meet exact specifications as outlined in materials list provided by PBD. The manufactured slides and swings will be sourced factory-direct through PBD.
- Supply all tools required for build as outlined in list provided, including temporary electrical service to the build site.
- Recruit and enlist volunteer labor necessary to complete construction of playground (Volunteer numbers as specified by PBD consultants)
- Provide food for volunteers (lunch, dinner and snacks)
- Provide hotel accommodations for PBD consultants for Design Day, pre-construction visit, and during construction..

**Exhibit "B"**

**Payment Schedule**

PLAY BY DESIGN PROFESSIONAL FEES

Design & Materials take-off: 120 hours at \$100/hour	\$12,000
Project Management: 30 hours at \$60/hour	\$1,800
Pre-construction Visit	\$1,200
Construction Consultation (3 consultants/7 days)	\$25,200

\*Reimbursement of all travel expenses including \$150 travel fee, due upon receipt of invoice.

## Exhibit "C"

### GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

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

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

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

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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

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

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

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



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and Councilmembers  
**DATE:** October 3, 2017  
**FROM:** David Dowsell, Contract Planner   
**THROUGH:** John Donlevy, Jr., City Manager   
**SUBJECT:** Public Hearing and Consideration of a request for a rezoning to add Planned Development (PD) Overlay Zone to the property located at 301 Main Street APN 003-191-006. Project applicants: Mathew and Laura Mariani

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**RECOMMENDATION:**

Staff recommends that the City Council take the following actions:

- 1) Find the proposed project Categorical Exempt from CEQA, Section 15305 (Minor Alterations in Land Use Limitations); and
- 2) Receive the staff report, conduct the public hearing, and introduce Ordinance No. 2017-05 adding a Planned Development (PD) Overlay Zone to the property located at 301 Main Street.

**SURROUNDING LAND USES AND SETTING:** Surrounding land uses are as follows:

North: Vacant lot – Zoned R-1  
East: Existing single-story Single - Family Housing – Zoned R-1  
South: Existing two-story Single-Family Housing – Zoned R-1  
West: Existing two-story Single-Family Housing – Zoned R-1

The site is developed with two units (duplex), formerly a Catholic church.

**GENERAL PLAN & ZONING DESIGNATION:** The General Plan land use designation for the property is Low Density Residential (LR). The project parcel is zoned Single Family Residential (R-1).

## **BACKGROUND:**

On August 26, 2014 the applicants, Matt and Laura Mariani, obtained approval from the Planning Commission to convert the former St. Anthony's Catholic Church into a duplex. In converting the duplex the applicants did so with the possibility of subdividing the property into two half-plexes.

On August 22, 2017 at a noticed public hearing the Planning Commission considered an application from Mathew and Laura Mariani to add a Planned Development (PD) Overlay Zone to allow for the creation of a substandard lot and to reduce the required front, side and rear yard setbacks. The Commission also approved a parcel map to subdivide the property into two parcels. The Commission voted unanimously to recommend Council approval of the request to rezone the property at 301 Main Street by adding a PD Overlay Zone.

## **PROJECT DESCRIPTION:**

The applicants are requesting approval to overlay the property at 301 Main Street with a Planned Development Overlay Zone and obtain a Planned Development Permit.

## **ANALYSIS:**

### **Planned Development Zoning**

Section 17.48.010 of the Municipal Code (Zoning Ordinance) states, "In order to achieve the general plan goal 'to promote the development of a cohesive and aesthetically pleasing urban structure for Winters,' the P-D overlay zone has been included within the scope of the zoning ordinance to allow for the maximum flexibility consistent with the minimum development standards within each underlying zone category." Footnote 1 in Section 17.52.020 Land Use/Zone Matrix in the Zoning Ordinance states, "Affordable or market rate duplexes are allowed on all corner lots in the R-1 and R-2 zones city-wide." Table 3B in Section 17.56.010 of the Zoning Ordinance allows in an R-1 and R-2 Zone lots sizes for corner lots of 3,500 square feet for attached or detached affordable housing units. The two sections conflict with each other; one allows duplexes on corner lots for affordable and market rate housing and the other only allows them for affordable housing.

The applicants recently completed remodeling the Old Catholic church into a duplex. When they remodeled the church they did so in a manner which allows them to split the duplex into two lots with a parcel map. They are requesting a P-D Overlay Zone be added to the existing zoning to allow them to create substandard size lots. If approved, the property would be subdivided into two lots and each unit or half-plex would be available for sale.

The Zoning Ordinance (Table 3B) allows corner lots as small as 3,500 square feet if they are developed with affordable attached or detached duplexes. In the Winters

Ranch subdivision, as part of the P-D overlay, the city approved allowing lots less than 7,000 square feet (range in size from 3,473 to 5,244 square feet) for 25 alley loaded lots, 11 of which are for affordable homes. In the Callahan Estates subdivision the city approved, as part of a P-D overlay, lots which are less than 7,000 square feet for the entire subdivision. For the Winters Highlands (Stones Throw) subdivision the city approved, as part of a P-D overlay, lots which are substandard in lot area, width and depth for the R-3 zoned properties. The lots that are substandard in area include 18 duplex lots for affordable housing and 152 market rate housing lots, some as small as 3,231 square feet.

The decision by the city to approve as part of the Winters Ranch, Callahan and Stones Throw subdivisions lots of varying sizes with non-affordable housing units was done to allow for housing diversity and indirectly, based on the smaller lot size, more affordable housing units. The applicants request to allow corner lots less than 7,000 square feet for two half-plexes indirectly will create somewhat more affordable housing units while providing a diverse style of housing. Staff believes what the applicants are requesting is consistent with city Policy II.A.5 to provide housing for all economic segments of the community. It is also consistent with Program II.6, "The City shall continue to allow for the development of duplexes on corner lots as permitted use within the single-family zoning designation (R-1 and R-2) zones). The City will promote the construction of duplexes, including duplexes affordable to the very-low- or low-income households, through the following actions: The City will encourage homebuilders to construct duplexes on corner lots as part of pre-application conferences."

### **Planned Development Permit**

As part of adding the PD Overlay zoning the City approves a permit that lists the R-1 zoning standards being modified due to the overlay zoning. The standards which are being modified are:

- Minimum lot size for Parcel 1 is less than 3,500 square feet, and
- Minimum lot depth of Parcel 1 of 60 feet, and
- Minimum rear yard setback of 25 feet for Parcels 1 and 2, and
- Minimum secondary frontage setback of 15 feet for Parcel 1, and
- Minimum front setback of 20 feet for Parcel 2, and
- Minimum side yard setback of 5 feet for Parcel 2.

### **PROJECT NOTIFICATION:**

Public notice for this planning application was published in the Winters Express on 9/21/17 and notices were mailed to all property owners who own real property within three hundred (300) feet of the project boundaries at least ten days prior to the hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since 9/28/17.

## **ENVIRONMENTAL ASSESSMENT:**

Staff has concluded that the Categorical Exemption provided in Section 15305 of the CEQA Guidelines (Minor Alterations in Land Use Limitations) is most applicable to the subject project.

## **RECOMMENDATION:**

Staff recommends the City Council introduce Ordinance 2017-05, adding a Planned Development (PD) Overlay zoning by making an affirmative motion as follows:

**MOVE THAT THE CITY OF WINTERS CITY COUNCIL INTRODUCE ORDINANCE 2017-05, THE PD OVERLAY FOR THE EXISTING DUPLEX LOCATED AT 301 MAIN STREET AND SCHEDULE A SECOND READING FOR OCTOBER 17, 2017, BASED ON THE FINDINGS FOR PROPOSED PLANNED DEVELOPMENT (PD) OVERLAY ORDINANCE BELOW.**

General Plan and Zoning Consistency Findings:

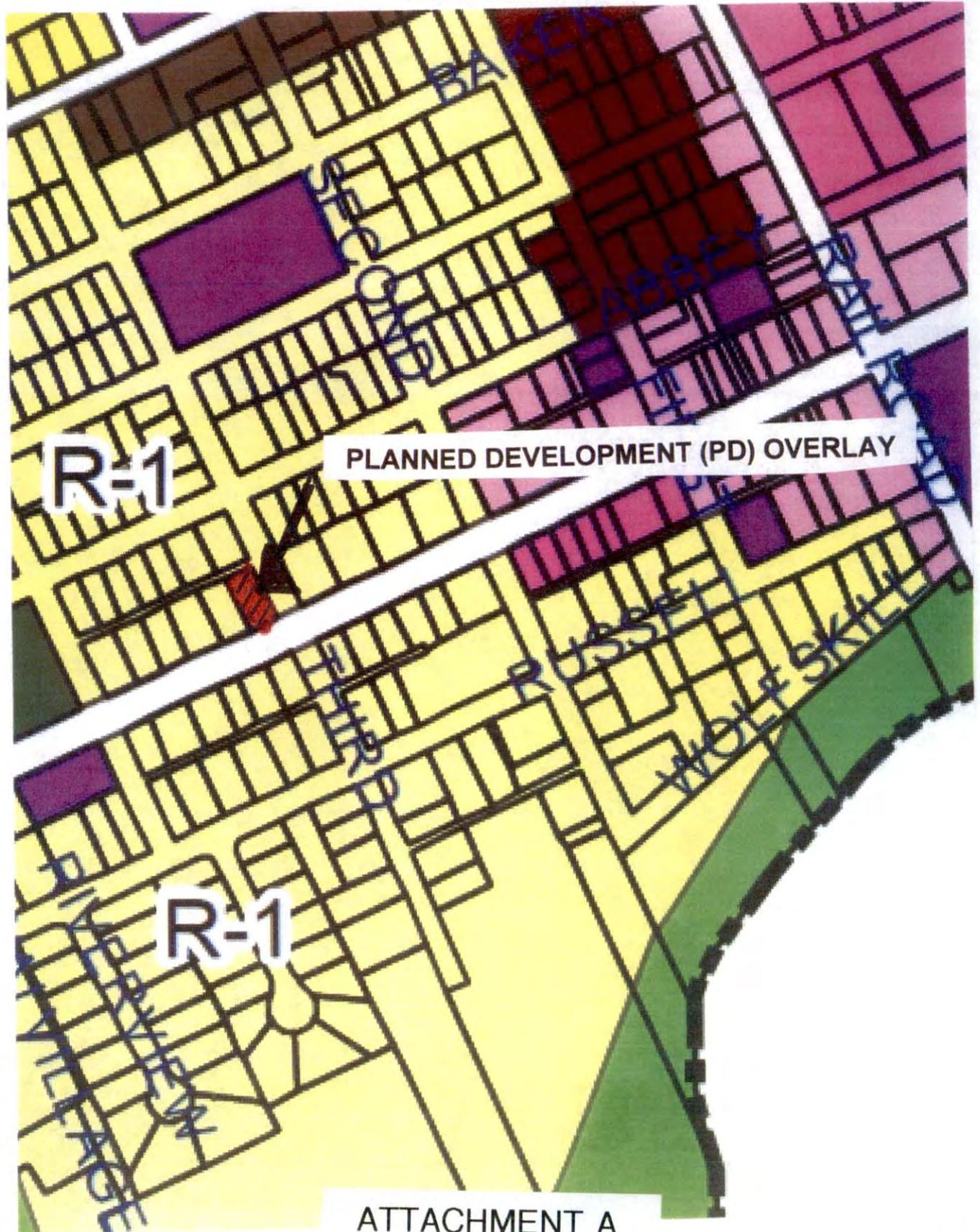
1. The project is consistent with the goals and policies of the General Plan. The General Plan designates the project site as Medium Density Residential (MR) and this designation provides for residential uses such as single-family dwellings, and two-family or duplex dwellings.
2. The project is consistent with the provisions of the Zoning Ordinance. The property is zoned Single-Family Residential (R-1) and this zone provides for residential use.

## **ATTACHMENTS:**

- A. Planned Development PD Overlay Rezone Map
- B. Ordinance 2017-05

Revised Zoning Map

October 3, 2017



ATTACHMENT A

CITY COUNCIL

ORDINANCE NO. 2017 - 05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
REZONING 301 MAIN STREET (APN 003-191-006) BY ADDING A PLANNED  
DEVELOPMENT (PD) OVERLAY ZONE TO THE EXISTING SINGLE FAMILY RESIDENTIAL  
(R-1) ZONING

The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to rezone 301 Main Street by adding a PD Overlay to the existing R-1 Zoning, subject to the criteria in the Planned Development Permit, "Exhibit A".

2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

3. Rezoning. The subject property is hereby rezoned as shown on "Exhibit B", attached hereto and incorporated herein by reference.

4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

**INTRODUCED** at a regular meeting on the 3rd day of October 3, 2017 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the \_\_\_\_ day of \_\_\_\_\_, 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Wade Cowan, Mayor

\_\_\_\_\_  
Nanci G. Mills, City Clerk

**Exhibit "A"**

**PLANNED DEVELOPMENT (PD) PERMIT No. 2017-01**

301 Main Street; APN 003-191-006

Approved October 3, 2017

TERM: Unlimited term pursuant to the requirements of Section 17.48.050 of the Winters Municipal Code (Title 17, Zoning) and subject to compliance with the conditions of approval.

LOT AREAS: Parcel 1 lot area of three thousand three hundred thirty (3,330) square feet instead of three thousand five hundred (3,500) square feet for duplex located on a corner lot in an R-1 Zone, as detailed on the site plan.

LOTS DEPTHS: Parcel 1 lot depth of fifty three and twenty-four hundredths (53.24) feet instead of sixty (60) feet for a lot located in an R-1 Zone, as detailed on the site plan.

SETBACKS: Parcel 1: rear yard setback of zero (0) instead of twenty-five (25) feet and a secondary frontage (Third Street) setback of nine (9) instead of fifteen (15) feet, as detailed on the site plan.

Parcel 2: front yard (Third Street) setback of nine (9) feet instead of twenty (20) feet, rear yard setback of thirteen (13) instead of twenty-five (25) feet and a side yard setback of zero (0) instead of five (5) feet, as detailed on the site plan.

**LEGEND**

- Boundary Line
- - - - - Adjainer Line
- - - - - Proposed Boundary Line
- - - - - Easement Line
- - - - - Fence Line
- emO Electric Meter
- gmO Gas Meter
- ssco Sanitary Sewer Cleanout
- SS Sanitary Sewer Manhole
- U Utility Pole
- emO Water Meter



**Owner:** Matthew and Laura Moran  
2012 The Harbinger  
Winters CA 95684

**Site Address:** 301 Main St.  
Winters CA 95684  
APN 003-181-008

**Existing Utilities:** Water - City of Winters  
Sewer - City of Winters  
Electric - P.G.&E.

**Site Plan**

OF THE LANDS OF THE  
Matthew L. Mariani and Laura J. Mariani

Document Number 2013-003860

APN 003-181-008

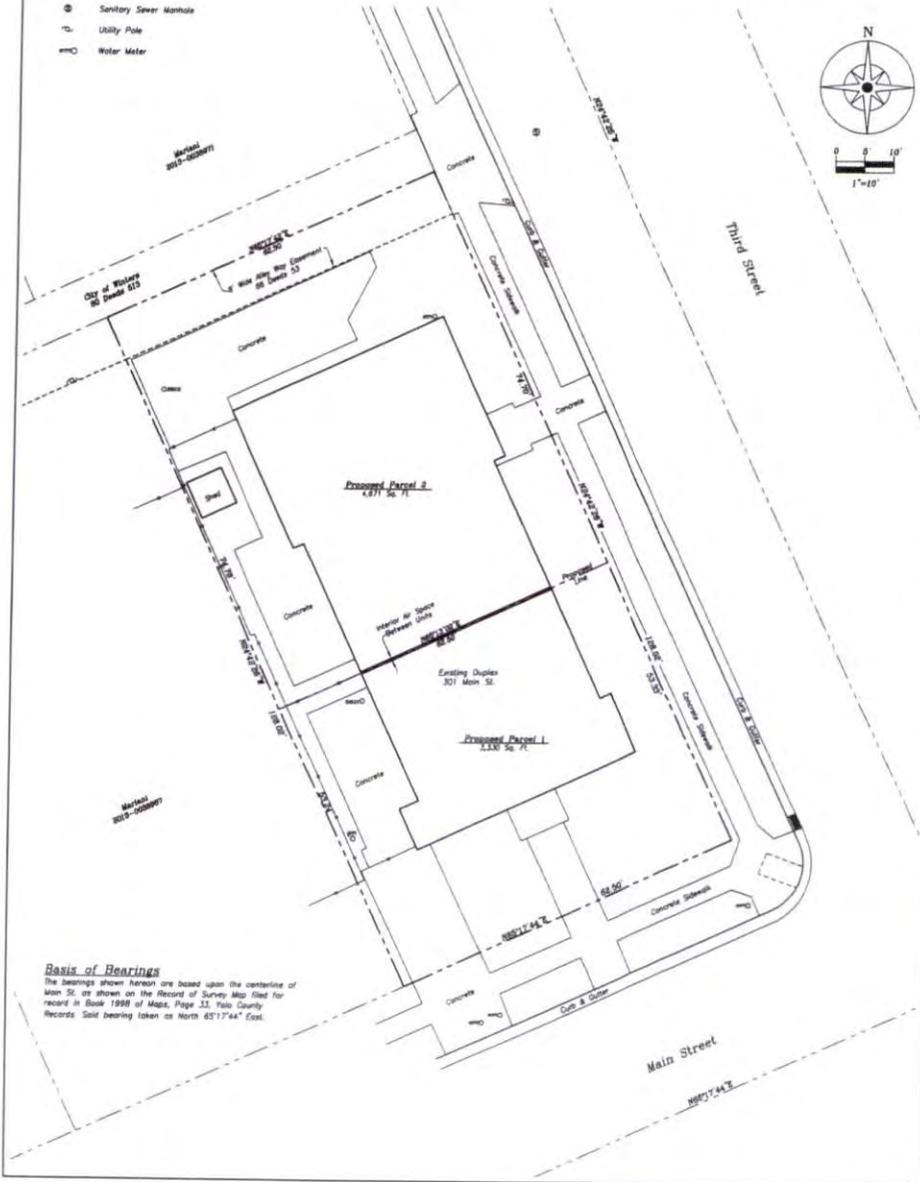
City of Winters

Yuba County

July 2013



77 Hawkins Ln 9970  
3636 Oak Canyon Ln.  
Yuba County, CA 95609  
(707) 874-8888



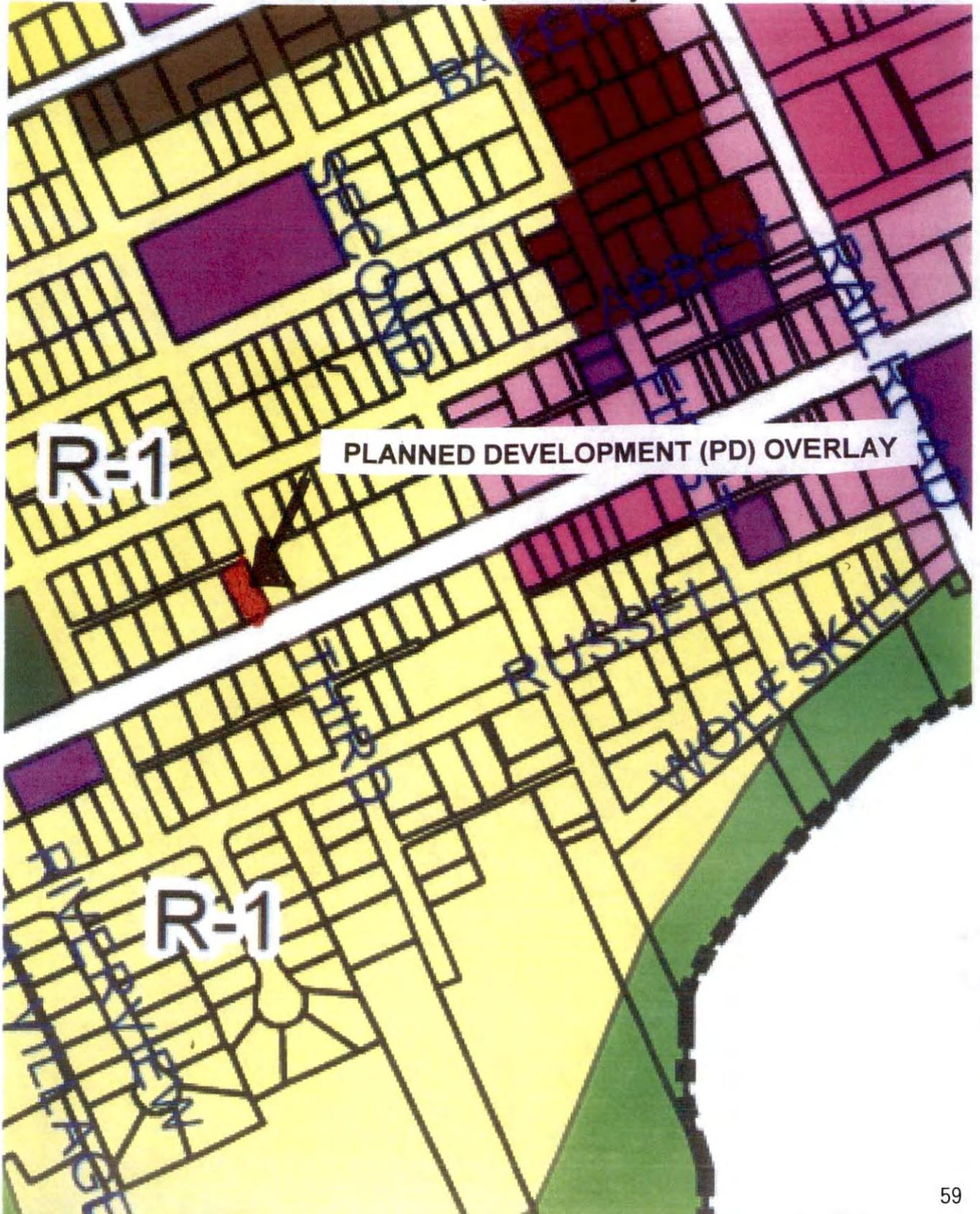
**Basis of Bearings**

The bearings shown herein are based upon the centerline of Main St. as shown on the Record of Survey Map filed for record in Book 1998 of Maps, Page 33, Yuba County Records. Said bearing taken as North 62°17'44" East.

EXHIBIT B

ORDINANCE 2017-05

Planned Development Overlay





**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and Councilmembers  
**DATE:** October 3, 2017  
**FROM:** David Dowswell, Contract Planner  
**THROUGH:** John Donlevy, Jr., City Manager  
**SUBJECT:** Public Hearing and Consideration of a request for a rezoning to add Planned Development (PD) Overlay Zone to the property located at 302 Abbey Street APN 003-191-005. Project applicants: Mathew and Laura Mariani

---

**RECOMMENDATION:**

Staff recommends that the City Council take the following actions:

- 1) Find the proposed project Categorical Exempt from CEQA, Section 15305 (Minor Alterations in Land Use Limitations); and
- 2) Receive the staff report, conduct the public hearing, and introduce Ordinance No. 2017-05 adding a Planned Development (PD) Overlay Zone to the property located at 301 Main Street.

**SURROUNDING LAND USES AND SETTING:** Surrounding land uses are as follows:

North: Vacant lot – Zoned R-1  
East: Existing single-story Single - Family Housing – Zoned R-1  
South: Existing two-story Single-Family Housing – Zoned R-1  
West: Existing two-story Single-Family Housing – Zoned R-1

The site is developed with two units (duplex), formerly a Catholic church.

**GENERAL PLAN & ZONING DESIGNATION:** The General Plan land use designation for the property is Low Density Residential (LR). The project parcel is zoned Single Family Residential (R-1).

## **BACKGROUND:**

On August 22, 2017 at a noticed public hearing the Planning Commission considered an application from Mathew and Laura Mariani to add a Planned Development (PD) Overlay Zone to allow for the possible reduction to the required front, side and rear yard setbacks. The Commission also approved a parcel map to subdivide the property into two parcels. The Commission voted unanimously to recommend Council approval of the request to rezone the property at 302 Abbey Street by adding a PD Overlay Zone.

## **PROJECT DESCRIPTION:**

The applicants are requesting approval to overlay the property at 302 Abbey Street with a Planned Development Overlay Zone and obtain a Planned Development Permit. Overlaying the property will allow them to develop a duplex (either attached or detached units) similar to 301 Main Street.

## **ANALYSIS:**

### **Planned Development Zoning**

Section 17.48.010 of the Municipal Code (Zoning Ordinance) states, "In order to achieve the general plan goal 'to promote the development of a cohesive and aesthetically pleasing urban structure for Winters,' the P-D overlay zone has been included within the scope of the zoning ordinance to allow for the maximum flexibility consistent with the minimum development standards within each underlying zone category." Footnote 1 in Section 17.52.020 Land Use/Zone Matrix in the Zoning Ordinance states, "Affordable or market rate duplexes are allowed on all corner lots in the R-1 and R-2 zones city-wide." Table 3B in Section 17.56.010 of the Zoning Ordinance allows in an R-1 and R-2 Zone lots sizes for corner lots of 3,500 square feet for attached or detached affordable housing units. The two sections conflict with each other; one allows duplexes on corner lots for affordable and market rate housing and the other only allows them for affordable housing.

The Zoning Ordinance (Table 3B) allows corner lots as small as 3,500 square feet if they are developed with affordable attached or detached duplexes. In the Winters Ranch subdivision, as part of the P-D overlay, the city approved allowing lots less than 7,000 square feet (range in size from 3,473 to 5,244 square feet) for 25 alley loaded lots, 11 of which are for affordable homes. In the Callahan Estates subdivision the city approved, as part of a P-D overlay, lots which are less than 7,000 square feet for the entire subdivision. For the Winters Highlands (Stones Throw) subdivision the city approved, as part of a P-D overlay, lots which are substandard in lot area, width and depth for the R-3 zoned properties. The lots that are substandard in area include 18 duplex lots for affordable housing and 152 market rate housing lots, some as small as 3,231 square feet.

The decision by the city to approve as part of the Winters Ranch, Callahan and Stones Throw subdivisions lots of varying sizes with non-affordable housing units was done to allow for housing diversity and indirectly, based on the smaller lot size, more affordable housing units. The applicants request to allow corner lots less than 7,000 square feet for two half-plexes indirectly will create somewhat more affordable housing units while providing a diverse style of housing. Staff believes what the applicants are requesting is consistent with city Policy II.A.5 to provide housing for all economic segments of the community. It is also consistent with Program II.6, "The City shall continue to allow for the development of duplexes on corner lots as permitted use within the single-family zoning designation (R-1 and R-2) zones). The City will promote the construction of duplexes, including duplexes affordable to the very-low- or low-income households, through the following actions: The City will encourage homebuilders to construct duplexes on corner lots as part of pre-application conferences."

### **Planned Development Permit**

As part of adding the PD Overlay zoning the City approves a permit that lists the R-1 zoning standards being modified due to the overlay zoning. At this time the applicants have not submitted plans for how they might develop the parcel. Staff is recommending the Planned Development Permit be approved at such time as plans to develop the two parcels are brought forward. Staff is recommending the City Council give the Planning Commission the authority to approve the Planned Development Permit concurrent with the design/site plan approval.

### **PROJECT NOTIFICATION:**

Public notice for this planning application was published in the Winters Express on 9/21/17 and notices were mailed to all property owners who own real property within three hundred (300) feet of the project boundaries at least ten days prior to the hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since 9/28/17.

### **ENVIRONMENTAL ASSESSMENT:**

Staff has concluded that the Categorical Exemption provided in Section 15305 of the CEQA Guidelines (Minor Alterations in Land Use Limitations) is most applicable to the subject project.

### **RECOMMENDATION:**

Staff recommends the City Council introduce Ordinance 2017-06, adding a Planned Development (PD) Overlay zoning by making an affirmative motion as follows:

**MOVE THAT THE CITY OF WINTERS CITY COUNCIL INTRODUCE ORDINANCE 2017-06, THE PD OVERLAY FOR THE EXISTING DUPLEX LOCATED AT 302 ABBEY STREET AND SCHEDULE A SECOND READING FOR OCTOBER 17, 2017,**

**BASED ON THE FINDINGS FOR PROPOSED PLANNED DEVELOPMENT (PD) OVERLAY ORDINANCE BELOW.**

General Plan and Zoning Consistency Findings:

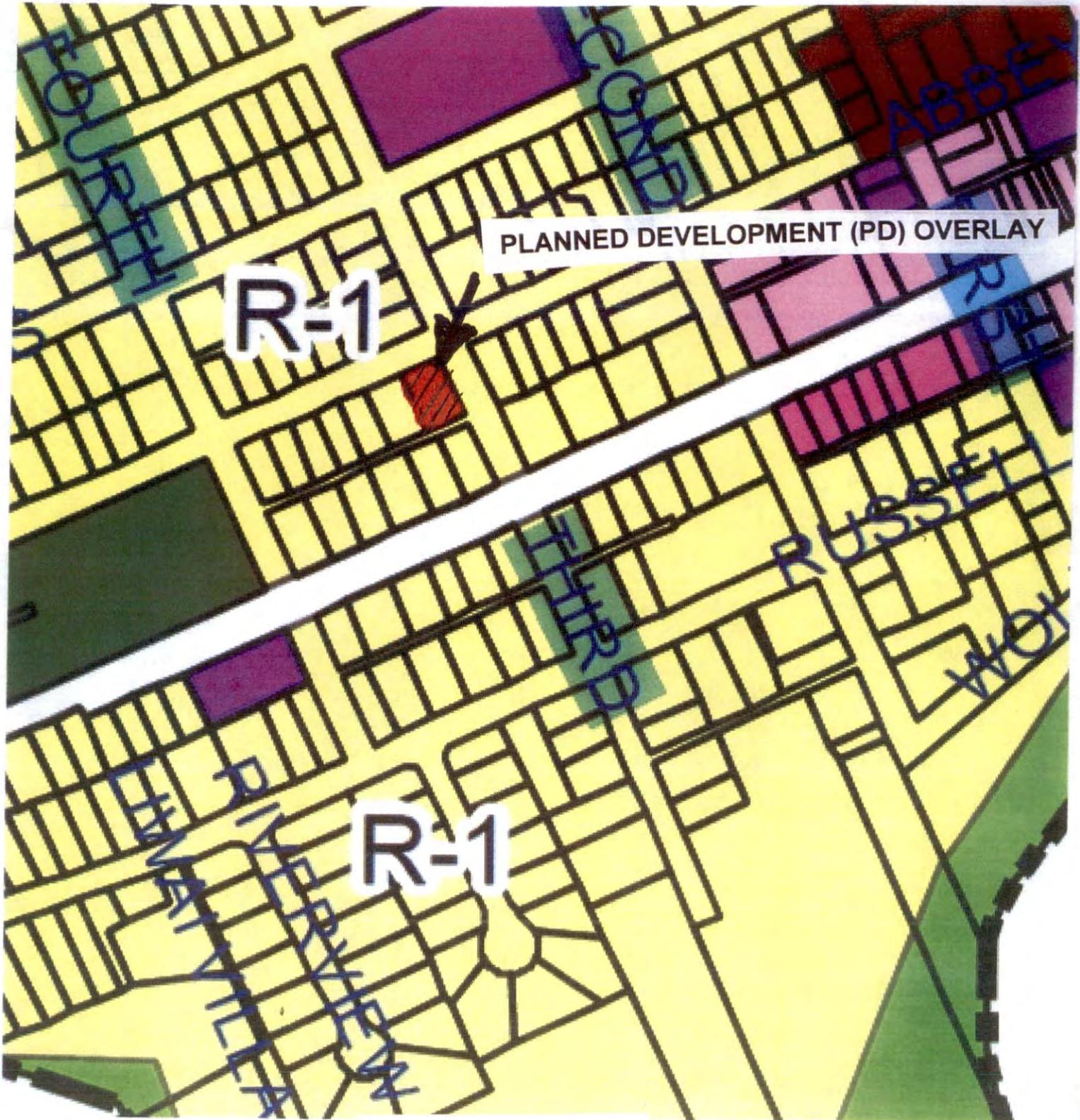
1. The project is consistent with the goals and policies of the General Plan. The General Plan designates the project site as Medium Density Residential (MR) and this designation provides for residential uses such as single-family dwellings, and two-family or duplex dwellings.
2. The project is consistent with the provisions of the Zoning Ordinance. The property is zoned Single-Family Residential (R-1) and this zone provides for residential use.

**ATTACHMENTS:**

- A. Planned Development PD Overlay Rezone Map
- B. Ordinance 2017-06

Revised Zoning Map

October 3, 2017



CITY COUNCIL

ORDINANCE NO. 2017 - 06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
REZONING 302 ABBEY STREET (APN 003-191-005) BY ADDING A PLANNED  
DEVELOPMENT (PD) OVERLAY ZONE TO THE EXISTING SINGLE FAMILY RESIDENTIAL  
(R-1) ZONING

The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to rezone 302 Abbey Street by adding a PD Overlay to the existing R-1 Zoning, subject to the Planning Commission approving the Planned Development Permit when plans to develop the parcels are brought forward.

2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

3. Rezoning. The subject property is hereby rezoned as shown on "Exhibit A", attached hereto and incorporated herein by reference.

4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

**INTRODUCED** at a regular meeting on the 3rd day of October 3, 2017 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the \_\_\_\_ day of \_\_\_\_\_, 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Wade Cowan, Mayor

\_\_\_\_\_  
Nanci G. Mills, City Clerk

EXHIBIT A

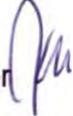
ORDINANCE 2017-06

Planned Development Overlay





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 3, 2017  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Dagoberto Fierros, Management Analyst;  
Charlie Tschudin, Assistant Planner  
**SUBJECT:** SB 1: Project Lists, Road Maintenance and Rehabilitation Account Funding

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**RECOMMENDATION:** That the City Council:

1. Receive SB 1: Project Lists, Road Maintenance and Rehabilitation Account Funding presentation.
2. Approve road rehabilitation projects list, design concept, locations and budget.
3. Amend proposed Road Maintenance and Rehabilitation Account funding into the City's 2017-18 regular operating budget.
4. Adopt budget adjustment resolution.
5. Authorize bids for construction and City Manager to execute agreements with contractors.

**BACKGROUND:** On April 28, 2017, Senate Bill (SB) 1 was signed into law by Governor Brown. SB 1 provides an estimated \$5.2 billion in funding annually for California streets, roads, and highways through a 12 cent per gallon increase to the gasoline excise tax, an additional 20 cent per gallon increase to diesel fuel excise tax, an additional vehicle registration tax called the "Transportation Improvement Fee", an additional \$100 vehicle registration tax on zero emissions vehicles of model year 2020 or later effective July 1, 2020, and provides for inflationary adjustments to tax rates in future years.

The funding received from SB1 revenues will be put into the newly created Road Maintenance and Rehabilitation Account (RMRA). Using a formula set at the State level, the State Controller will deposit various portions of the funding in eligible cities and counties

budgets for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads.

SB 1 emphasizes accountability and transparency in administering delivery of California's transportation programs. To be eligible to receive funding from the RMRA, SB 1 requires cities and counties provide basic annual project reporting to the California Transportation Commission (CTC), and all projects proposed to receive funding for each fiscal year must be included in the operating budget of city/county budget in the corresponding fiscal year.

A list of projects must be submitted to the CTC by October 16, 2017 and must include a description, location, schedule for completion, and the estimated useful life of the improvement. The CTC will report to the State Controller which cities and counties are eligible to receive portions of the RMRA, upon receipt of the report from the CTC the Controller will apportion RMRA funds to the eligible cities.

Cities and counties that receive and expend RMRA funding must submit a report documenting project description, location, amount of funds expended, and estimated useful life of each completed project. They must also sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009/10, 2010/11, 2011/12 fiscal years for street, road, and highway purposes from the city or county's general fund. RMRA funding is separate from HUTA.

**DISCUSSION:** In early 2016, iWorQ, a software service that aids municipalities in community development and public works projects, conducted a thorough assessment of streets within the City of Winters. Street and road quality were evaluated using the Pavement Condition Index (PCI), which scores street and road quality on a scale of 0 – 100. Winters average PCI score was 65. The City of Winters has an estimated 4.3 million sq. ft. of streets and roadways (not including HWY 128/Grant Ave).

Most streets within the City of Winters have rehabilitation projects recommended as a result of the assessment performed, varying levels of rehabilitation are determined by existing street conditions. Road treatment recommendations include: crack sealing, slurry sealing, spot repairs, and/or grinding and repaving (Overlay). The treatment selected provides a combination of extended life for the roadway, repair and general maintenance which will reduce future needs and costs.

Staff has developed a road rehabilitation project list for the following fiscal years: 2017-18, 2018-19, and 2019-20. In developing the project lists, city staff used iWorQ's PCI scores to map street and road conditions across the city. Using the maps, city staff identified street segments and corridors in need of maintenance and rehabilitation to be included in the RMRA project list timeline.

Methodology for selection was based on PCI score, proximity to other road corridors and segments identified for project inclusion, and cost of repair. The goal of each year's projects is to raise the average PCI score for the city through maintenance of roads before they can regress in quality, and repairs become much more costly to undertake.

Using a combination of the pre-existing California Highway User Tax Account funding and RMRA staff created a project list for road maintenance and repair that will be implemented and updated over the next three years.

**Project timeline:**

**2017-18 Street/Road Rehabilitation Project List:**

Street	Section	Sq. Ft.	Spot Repair	Crack Seal	Slurry Seal	Grind & Pave (Overlay)	Grind & Pave Cracks (Overlay)	Estimated Useful Life	Anticipated Year of Construction
Orchard Ln	All	17,640	x	x	x			5-7 years	2018
Almond Dr	All	38,916	x	x	x			5-7 years	2018
East Main St	Railroad Ave to Elliot St	17,950	x	x	x			5-7 years	2018
Edwards St	Main St to Railroad Ave	123,108	x	x	x			5-7 years	2018
Newt's Express Way	First St to Railroad Ave	8,000				x		15 +/- years	2018
	Total	<b>205,614 Sq. Ft.</b>	<b>Budget: \$84,760</b>						

Total square footage of work to be completed: 205,614 sq. ft.  
 Estimated cost: \$80,000  
 Budget: 2017-18: \$84,760

**2018-19 Street/Road Rehabilitation Project List:**

Street	Section	Sq. Ft.	Spot Repair	Crack Seal	Slurry Seal	Grind & Pave (Overlay)	Grind & Pave Cracks (Overlay)	Estimated Useful Life	Anticipated Year of Construction
Anderson Ave	All	111,456	x	x	x		x	15 +/- years	2018-19
Carrion Cir & Priscilla Ct	All	39,420	x	x	x			5-7 years	2018-19
Third St	All	80,532	x	x	x			5-7 years	2018-19
Main St	Grant Ave to Second St	153,328	x		x		x	15 +/- years	2018-19
Betty Ct	All	9,540	x	x	x			5-7 years	2018-19

E Baker St	Railroad Ave to E Main St	113,596	x	x	x			5-7 years	2018-19
Baker St	Waggoner Elementary to Railroad Ave	65,052	x	x	x			5-7 years	2018-19
East St	E Baker St to E Main St	29,472	x	x	x			5-7 years	2018-19
East St	E Baker to Grant Ave	11,808				x		15 +/- years	2018-19
	Total	<b>602,396 Sq. Ft.</b>	<b>Estimated Budget:</b>						<b>\$160,000</b>

Total square footage of work to be completed: 602,396 sq. ft.

Estimated cost: \$160,000

Estimated Budget for 2018-19: \$160,000

### 2019-20 Street/Road Rehabilitation Project List:

Street	Section	Sq. Ft.	Spot Repair	Crack Seal	Slurry Seal	Grind & Pave (Overlay)	Grind & Pave Cracks (Overlay)	Estimated Useful Life	Anticipated Year of Construction
E Main St	Grant Ave to E Baker St	27,420	x	x	x			5-7 years	2019-20
Westwood Ct	All	15,768	x	x	x			5-7 years	2019-20
Adams Ln	Taylor St to Valley Oak Dr	49,788	x	x	x			5-7 years	2019-20
Hampshire Ct	All	13,068	x	x	x			5-7 years	2019-20
Railroad Ave	Grant Ave to Russell St	49,140	x	x	x		x	15 +/- years	2019-20
First St	Grant Ave to Abbey St	34,164	x	x	x			5-7 years	2019-20
Second St	Grant Ave to Second St	34,164	x	x	x			5-7 years	2019-20
Haven St	Main St to Edwards St	22,356	x	x	x			5-7 years	2019-20
Abbey St	Railroad Ave to Dry Creek Ln	145,796	x	x	x			5-7 years	2019-20
E Abbey St	Railroad Ave to East St	33,680	x	x	x			5-7 years	2019-20

Riverview Ct	All	19,400				x		15 +/- years	2019-20
	Total	<b>444,753 Sq. Ft.</b>	<b>Estimated Budget: \$160,000</b>						

Total square footage of work to be completed: 444,744 sq. ft.  
 Estimated cost: \$160,000  
 Estimated Budget for 2019-20: \$160,000

**FISCAL IMPACT:** Revenue estimates expected from the Road Repair and Accountability Act of 2017 (SB 1) for the City of Winters are:

FY2017/18: Increase Revenues and Expenditures by \$40,760 from Road Maintenance and Rehabilitation Account

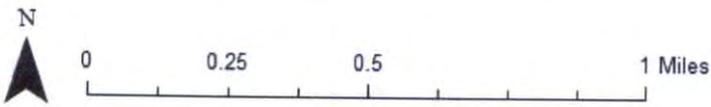
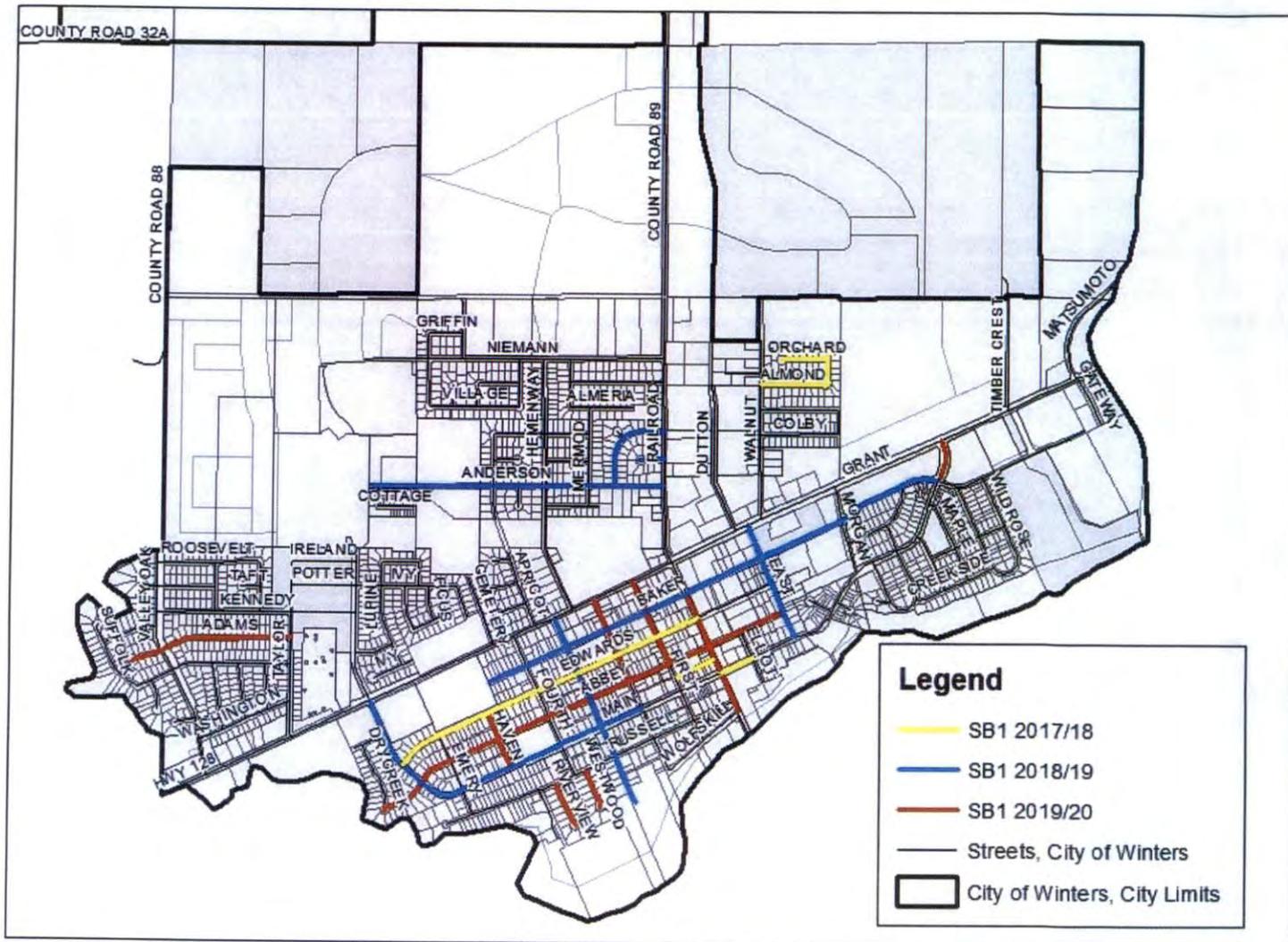
FY2018/19: Include Revenues and Expenditures of \$122,272 in the 2018-2019/2019-2020 budget from Road Maintenance and Rehabilitation Account.

Estimates for City of Winters after FY2018/19 have yet to be released, but 10-year RMRA revenue estimates for Yolo County, for which Winters will receive portions of, suggest Winters will receive similar funding in FY2019/20, future revenues will adjust with the rates of inflation.

**Attachments:**

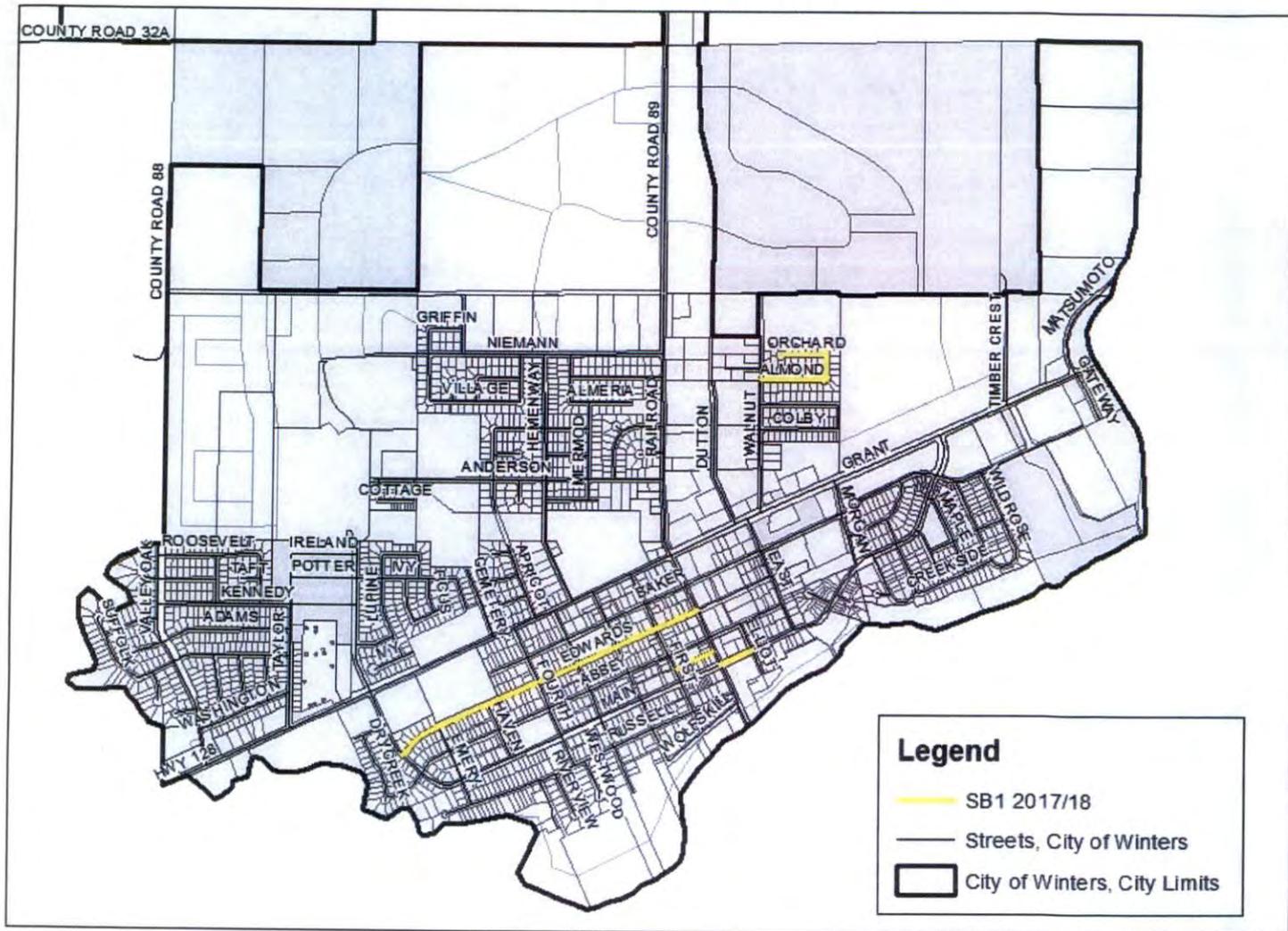
- A. SB1 3-year Project Timeline
- B. SB1 2017/18 Projects
- C. SB1 2018/19 Projects
- D. SB1 2019/20 Projects
- E. Resolution 2017-44

# SB1 RMRA 3-year Project Timeline



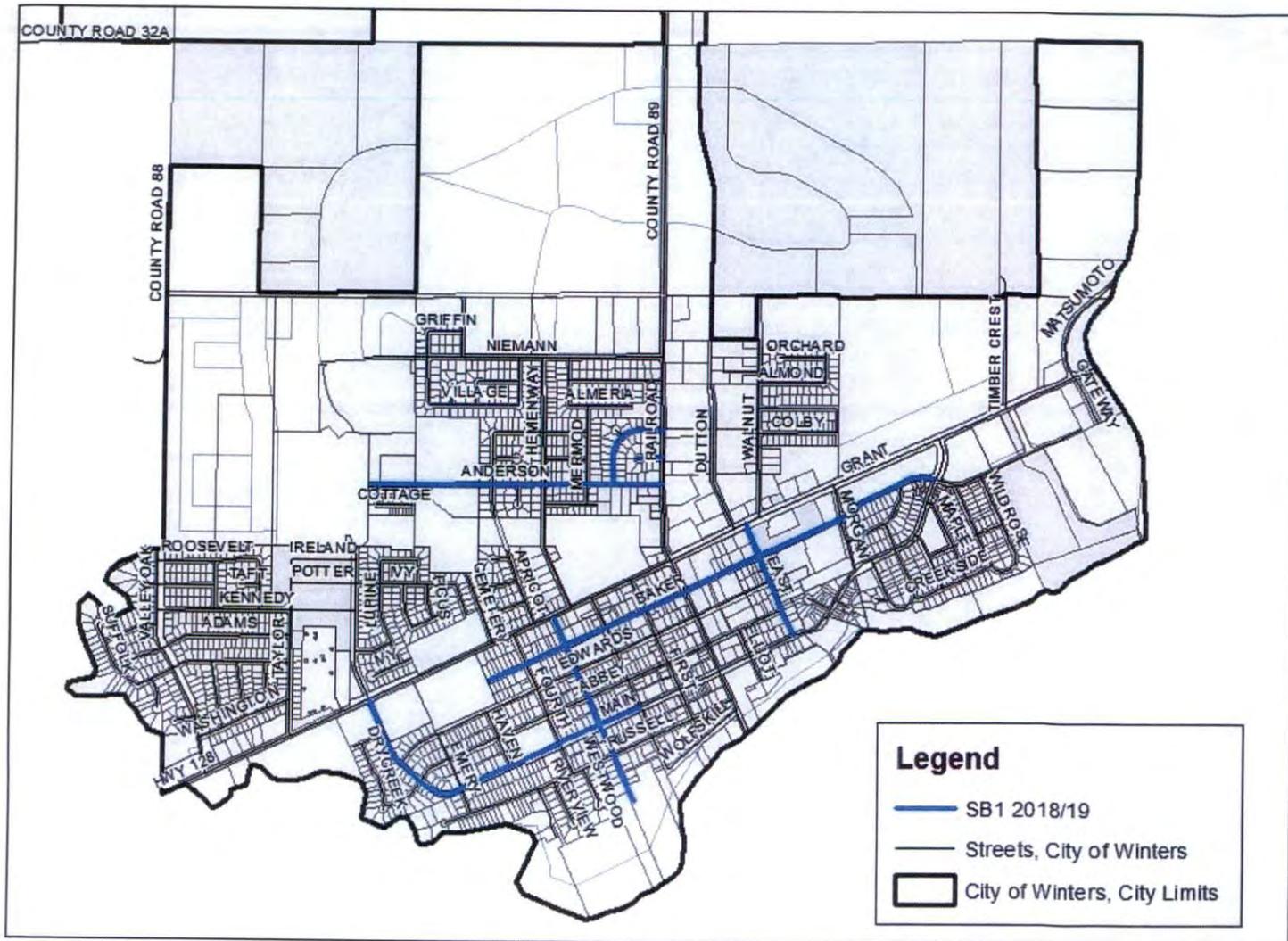
Charles Tschudin  
Assistant Planner  
City of Winters

# SB1 2017/18 RMRA Project



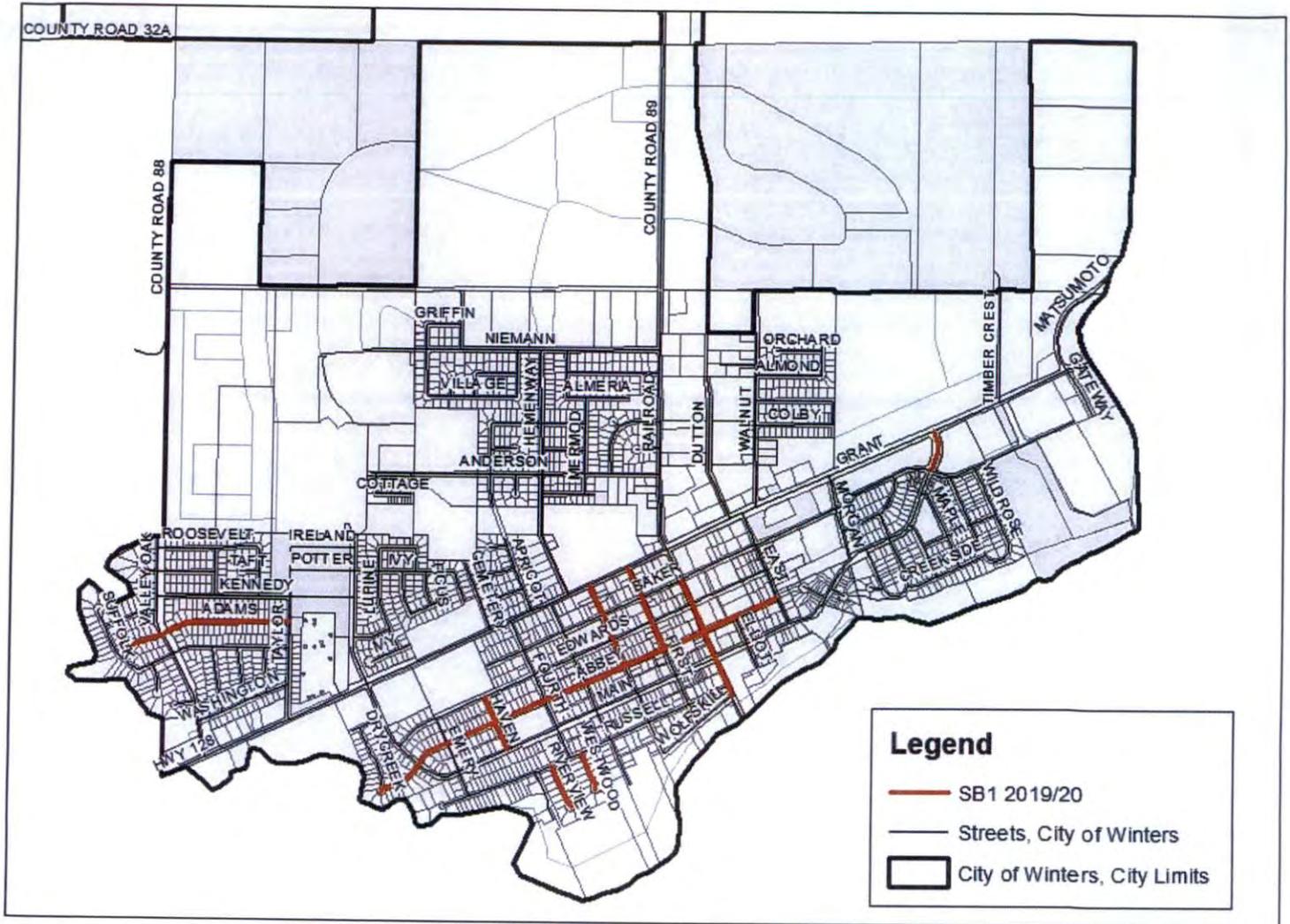
Charles Tschudin  
Assistant Planner  
City of Winters

# SB1 2018/19 RMRA Project



Charles Tschudin  
Assistant Planner  
City of Winters

# SB1 2019/20 RMRA Project



Charles Schudin  
Assistant Planner  
City of Winters

**RESOLUTION NO. 2017-44**

**RESOLUTION AMENDING THE 2017-18 BUDGET TO INCORPORATE A LIST OF  
PROJECTS FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Winters are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Winters must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City of Winters budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Winters, will receive and estimated \$40,760 in RMRA funding in Fiscal Year 2017-18 from SB 1; and

**WHEREAS**, the City of Winters has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City of Winters used a Pavement Conditions Index to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City of Winters maintain and rehabilitate selected streets/roads and add active transportation infrastructure throughout the City of Winters during the 2017-18 fiscal year and hundreds of similar projects into the future; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Winters streets and roads are in an good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

**WHEREAS**, without revenue from SB 1, the City of Winters, would have otherwise been canceling street/road rehabilitation projects throughout the community; and

**WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

**WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

**WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Winters, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The adopted operating budget for fiscal year 2017-18 is amended to incorporate the following list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues:

**2017-18 Street/Road Rehabilitation Project List:**

Street Section	Location	Sq. Ft.	Spot Repair	Crack Seal	Slurry Seal	Grind & Pav (Overlay)	Grind & Pav Cracks (Overlay)	Estimated Useful Life	Anticipated Year of Construction
Orchard Ln	Almond Dr to end	17,640	x	x	x			5-7 years	2018
Almond Dr	Orchard Ln to end	3,960		x	x			5-7 years	2018
Almond Dr	Walnut Ln to Orchard Ln	34,956	x	x	x			5-7 years	2018
East Main St	Railroad to Elliot	17,950	x	x	x			5-7 years	2018
Edwards St	Main to Railroad	123,108	x	x	x			5-7 years	2018
Newt's Express Way	First to Railroad	8,000				x		15 +/- years	2018
	<b>Total</b>	<b>205,614</b>	<b>Budget \$80,000</b>						

3. The adopted operating budget for fiscal year 2017-18 is amended as follows:

**Increase in expenditures as follows:**

\$40,760.00 for projects listed that are being funded by the Road Maintenance and Rehabilitation Account (RMRA).  
(Account #: 221-57311-660)

**PASSED AND ADOPTED** by the City Council of the City of Winters, State of California this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Wade Cowan, MAYOR

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, City Clerk