



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, January 16, 2018
6:30 p.m.
AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, December 19, 2017 (pp. 5-8)
- B. Building Division Plan Check and Inspection Services (pp. 9-38)
- C. Animal Services Agreement (pp. 39-45)
- D. Resolution 2018-03, a Resolution of the City Council of the City of Winters Granting Authority to the Chief of Police Pursuant to Vehicle Code Section 21100(i) to Appoint Non-Student School Crossing Guards (pp. 46-50)

PRESENTATIONS

Swearing In Ceremony – Police Sergeant Kelly McCoy

In Recognition of Winters Police Sergeant Kelly Schroeder For His Service to the City of Winters

Volunteer Services Presentation by Winters Police Chaplain and VIP Robert Duvall, CSO Gail Jimenez and Police Officer Alan Pinette

Age Friendly Communities – Sheila Allen, Senior Services Consultant and Julie Bates, AARP

A Presentation by the Winters History Project to Show the Need for a Winters Museum

DISCUSSION ITEMS

- 1. Adoption of City of Winters Flood Safety Plans (pp. 51-55)
- 2. Putah Creek Nature Park Phase 3 Modifications (pp. 56-57)
- 3. Electric Car Charging Stations (pp. 58-59)
- 4. Resolution 2018-02, Calling for and Consolidating General Municipal Election on June 5, 2018 (pp. 60-64)

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

1. Resolution SA-2018-01, 2018-2019 ROPS (Recognized Obligation Payment Schedule) (pp. 65-70)

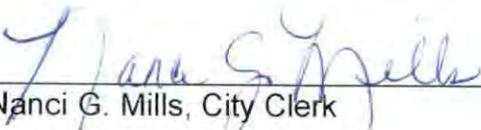
CITY MANAGER REPORT

INFORMATION ONLY

1. November 2017 Treasurer Report (pp. 71-77)
2. November 2017 Investment Report (pp. 78-79)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the January 16, 2018 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on January 11, 2018, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

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

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

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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 December 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, Mayor Wade Cowan
Absent: None
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Environmental Services Manager Carol Scianna, Public Works Superintendent Eric Lucero, Public Works Maintenance Workers Tony Luna and Ramiro Becerra, and Management Analyst Tracy Jensen.

Jesse Salinas, Yolo County Assessor and Clerk-Recorder led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested that Consent Item D be moved to Discussion Item 1, and the Public Works presentation to be given first. Motion by Council Member Biasi, second by Council Member Loren to approve the agenda with the noted 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, December 5, 2017
- B. Final Project Acceptance and Notice of Completion for Public Improvements for PG&E Gas Operation Technical Training Center (GOTTC)
- C. Final Project Acceptance and Notice of Completion for Grant Avenue & Main Street Signal and Pedestrian Improvements, Project No. 16-01
- D. Yolo Solano Clean Air Funds Grant Award Acceptance for Electric Car Charging Station **(Moved to Discussion Item #1)**

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

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

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

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

PRESENTATIONS

Public Works Superintendent Eric Lucero introduced Tony Luna and Ramiro Becerra, Public Works Maintenance Works IV and III, respectively, and said Tony runs the water distribution center. But Ramiro, with his D1, D2, WW1, T1 and T2 certifications, is following in Tony's footsteps. Eric also recognized the entire Public Works staff, listed the certificates held and the duties required of each staff member. Eric then reviewed the operating budget in the water and wastewater departments. Tony gave an overview of each of the five wells within the City and Eric reviewed photos of various projects that were completed by staff members. Mayor Cowan asked what the average daily water usage is and Tony replied that this time of year it's 600,000 gallons/day, but during the summer it's as much as 2,000,000 gallons/day! City Manager Donlevy said the well capacity was not built for demand but for fire capacity. The ISO (Insurance

Standard Organization) determines fire insurance rates based on water capacity and the City has improved from an 8 to a 5, thus lowering the fire insurance rate for the City. Tony is the key person within the water system and Ramiro is the future. Mayor Cowan and the Council thanked Eric and the entire Public Works team for their hard work.

Jesse Salinas, Yolo County Assessor, Clerk-Recorder and Registrar of Voters described the duties that are required within the Assessor, Clerk-Recorder, and Election/Registrar of Voters offices. He spoke about his wonderful staff who make things happen and introduced George Galang, the Chief Deputy Assessor. Jesse then gave a power point presentation including an overview of the 2017/2018 Assessment Roll Report. Council Member Biasi asked if the City of Winters was back up to its assessed value after viewing the 10-year historical statistics. Jesse said the City will finally be there this year, and Shelly added that the City should finally be receiving the amount of property tax we were receiving 10 years ago. Mayor Cowan and the Council thanked Jesse and George for their presentation and for providing this information.

DISCUSSION ITEMS

1. Yolo Solano Clean Air Funds Grant Award Acceptance for Electric Car Charging Station

City Manager Donlevy gave an overview and said this grant would give the City the opportunity to get a couple more car chargers and presented Council with two options: do not charge for parking or put \$3,000 into it and charge for parking. Council Member Biasi asked if the charger that is currently in place could be adapted to charge for parking and City Manager Donlevy said it could, confirming the current cost to the City is minimal and that someone could plug their car in all day as there are no limitations in place. Council Member Loren said she would like to see signage posted indicating the maximum charge hours allowed, and include the location of the charger(s) on the City and Chamber websites.

Motion by Council Member Biasi, second by Council Member Anderson to accept the grant, monitor the current usage and decide on Option 1 or 2 at the January 16th City Council meeting. Motion carried with the following vote:

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

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

1. None

CITY MANAGER REPORT: The roundabout was fully functional last night. Staff just needs to close out some project management items, ie: street lights, 2 additional signs, etc. Staff will also work on removing the 40 mph signs. Fire Captain Brad Lopez is the strike team leader on the Thomas fire in Southern California. Thursday, December 21st is the Holiday Luncheon and City Hall will be closed from Monday, December 25th and re-opening on Tuesday, January 2nd.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:44 p.m.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 16, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Gene Ashdown, Building Official 
SUBJECT: Contract with Interwest Consulting Group, TRB + Associates,
CEL Consulting, Inc. and 4LEAF, Inc.

RECOMMENDATION:

That the City Council:

1. Receive a Staff Report regarding Plan Check and Inspection Services
2. Approve Consultant Services Agreement No. 001-18 between the City of Winters and Interwest Consulting Group.
3. Approve Consulting Services Agreement No. 002-18 between the City of Winters and TRB + Associates.
4. Approve Consulting Service Agreement No. 003-18 between the City of Winters and Independent Code Consultants Inc.
5. Approve Consulting Service Agreement No. 004-18 between the City of Winters and 4LEAF, Inc.
6. Authorize City Manager to execute the above Agreements.

BACKGROUND:

The City of Winters Building and Code Enforcement Division, in addition to its in-house plan check and inspection process uses consultant services to facilitate review of plan checks and inspections as needed. The use of consultant firms supports timely and responsive services to the development community and residents.

With the increase in development and construction activities in the City, these services are in high demand and necessary for the success of the City's Building permitting and inspection process.

Staff believes a need for additional consultant services are necessary to keep plan check and inspection services on schedule.

The percentages and the amounts of the fees are consistent with industry standards and procedures throughout the region.

Staff recommends authorizing these contracts for on-call services.

FISCAL IMPACT:

No additional impact at this time.

Revenue to support these services will come from the building permit process.

ATTACHMENTS: EXHIBITS:

1. Interwest Consulting Group
 - A) Scope of Services
 - B) Fees for Services
 - C) Consultant Service Agreement 001-18

2. TRB + Associates
 - A) Statement of Qualifications
 - B) Fee Schedule
 - C) Consultant Services Agreement 002-18

3. Independent Code Consultants, Inc.
 - A) Statement of Qualifications
 - B) Cost Sheet and Rates
 - C) Consultant Services Agreement 003-18

4. 4LEAF, Inc.
 - A) Statement of Qualifications
 - B) Cost Sheet and Rates
 - C) Consultant Services Agreement 004-18



CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 001-18

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and Interwest Consulting Group (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide said services at the time, place, and in the manner specified with Exhibit "A". Scope of Services.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", CITY shall pay CONSULTANT for services rendered pursuant to the Agreement and described in Exhibit "A".

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.

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" Provided by Consultant

SCOPE OF SERVICES

Plan Processing Requirements

Upon receipt of plans and documents for review and approval, Interwest will develop and furnish the Building Official with a complete and legible correction list for each plan review. When plans are deemed complete and in full code compliance, 2 sets of plans and corresponding documents will be stamped with Interwest Consulting Group's approval stamp and signed by our plans examiners. Both sets of completed documents will be returned to the City for final approval and distribution to the applicant.

All construction plans and other related documents will be reviewed for compliance with the following codes:

- ✓ Architectural - Latest City Adopted Building and Residential Codes
- ✓ Structural - Latest City Adopted Building and Residential Codes
- ✓ Electrical - Latest City Adopted Electrical Code
- ✓ Plumbing - Latest City Adopted Plumbing Code
- ✓ Mechanical - Latest City Adopted Mechanical Code
- ✓ Fire - Latest City Adopted Fire Code
- ✓ Energy - Latest City Adopted Title 24 Energy Code
- ✓ Accessibility - Latest City Adopted Title 24 Accessibility Codes (State and Federal)
- ✓ Green Building - Latest City Adopted Green Building Code
- ✓ Other City Ordinances, Policies, Procedures

Time of Performance

Interwest Consulting Group understands the need for prompt and timely services and works hard to accommodate any turn around schedule desired by our clients. Our typical turn-around is ten (10) working days for first reviews and five (5) working days for subsequent reviews. We propose plan review turn-around times for large and/or complex projects be within 15 working days for the first review and 10 working days for subsequent reviews as agreed to, based on the complexity of the project.

The turn-around time for plan reviews will begin the day the documents are received in our office. Interwest Consulting Group will also accommodate special project plan review needs, such as fast-track or expedited reviews and phased plan reviews as agreed to, based on the complexity of the project and availability of staff.

Building Inspection Services

Interwest Consulting Group's staff of ICC certified inspectors has performed inspection services on a wide variety of construction projects including many large custom homes, new residential developments, commercial buildings, essential service buildings and industrial projects such as power plants and electrical wind turbines. When necessary for large or fast-track projects, multiple inspectors are available.

All inspection personnel provided for services will be ICC and/or CASp certified as required. Our inspectors are able to read, understand and interpret construction documents, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and work effectively with contractors, the public and City staff. Inspectors will possess knowledge of modern methods of construction, materials, tools and safety procedures utilized for building inspection.

SCOPE OF SERVICES-CONTINUED

Inspections performed by Interwest Consulting Group's inspectors will be performed in accordance with Yuba City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code and the California Electrical Code. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by State of California Title 24 and all applicable ordinances.

Interwest Consulting Group's inspectors will inspect projects for conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest Consulting Group's inspectors will complete all necessary City forms, computer entries and documentation as required providing seamless service. Interwest's inspection staff will report directly to the Building Official or other City designated person.

EXHIBIT "B" Provided by Consultant

FEES FOR SERVICES

Interwest Consulting Group proposes the following fees for the various plan review and building inspection services:

- ✓ Complete plan review services – 75% of the plan review fee per the current fee schedule adopted by the City
- ✓ Structural only plan review services – 50% of the plan review fee per the current fee schedule adopted by the City
- ✓ Plumbing, Mechanical and Electrical plan review services– 33% of the plan review fee per the current fee schedule adopted by the City
- ✓ Expedited plan Review services – 150% of the identified fee
- ✓ CASp plan review services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ CASp inspection services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ Fire plan review services – Hourly fee using the Schedule of Hourly Billing Rates Below
- ✓ Partial Reviews, preliminary reviews, site civil reviews, foundation only, revisions to approved drawings, deferred submittals, etc. – Hourly fee using the Schedule of Hourly Rates Below
- ✓ Special Projects – Fees for special projects such as expedited projects, very large projects or City owned projects can be negotiated on a project by project basis.
- ✓ There is no charge for courier or shipping services
- ✓ Building inspection services – Hourly fee using the Schedule of Hourly Billing Rates below. There is a four hour minimum charge per inspector for any day inspection services are provided

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Senior Plan Review Engineer (Struct., Mech., Elect.)	\$130
Civil/Grading Plans Review Engineer	125
Senior Plans Examiner	95
CASp Plans Examiner / Inspector	95
Fire Plans Examiner / Inspector	95
Building Inspector Services	65-88
Administrative Support Services	60
Inspection Overtime	125% of Above Listed Hourly Rates
Miscellaneous charges will include:	
Mileage.....	Current IRS Rate

Invoices for plan review projects are typically generated upon the conclusion of the first review. Hourly services are invoiced monthly. Mileage for personal vehicle use within the City will be charged at the current IRS vehicle mileage rate. Interwest Consulting Group will work with the City to supply all necessary billing information.

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 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 of Winters 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, 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.



CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 002-18

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and TRB+Associates, Inc. (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide said services at the time, place, and in the manner specified with Exhibit "A", Scope of Services.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", CITY shall pay CONSULTANT for services rendered pursuant to the Agreement and described in Exhibit "A".

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.

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" Provided by Consultant

Gene Ashdown, CBO
City of Winters
Community Development Department
318 1st Street
Winters, CA 95694

SUBJECT: TRB + Associates, Inc. Statement of Qualifications – Building Department Services

Dear Mr. Ashdown:

TRB and Associates, Inc. (TRB+) is pleased to provide this Statement of Qualifications for Building Department Services to the City of Winters for its consideration. In the documentation, you will find information on the company, our building and fire life safety service offerings, key staff, representative project experience, and professional references for your review.

I would like to highlight the following about the company:

- Our firm provides as-needed Building Department services to the jurisdictions throughout California. These services include providing Plan Review, Building Inspection, and Permit Technician support roles.
- The staff of TRB+ includes licensed civil, structural, mechanical, fire protection, and electrical engineers; architects; and ICC, LEED®, SAP/ATC 20, and CASp certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry, encompassing delegate chief building official, plan review, inspection, and design across a full range of code disciplines.
- We are well-versed in building safety administration and project management. Past related roles/accomplishments include serving as Delegate Chief Building Official for the California Energy Commission on thirteen (13) design-build projects with a combined valuation of over \$3 billion.
- Our staff are active in industry organizations such as ICC, ASCE, SEAONC, ASME, and CSI. Of note, TRB+'s roster includes two ICC Chapter Presidents – Todd Bailey (East Bay Chapter, 2009) and Lowell Brown (Napa-Solano Chapter, 2017).
- We offer a field-proven, turnkey electronic plan review solution as an alternative to review of paper submittals as a means to expedite plan review processing and reduce generation of paper waste.
- Our firm has a solid track record of producing quality results and meeting its turnaround goals, a track record to which our clients will attest.

Our firm looks forward to the opportunity to continue to assist the City of Winters as a Building Department Services provider. If you have questions or need further information, please do not hesitate to contact me by phone at (925) 866-2633 or by email at tbailey@trbplus.com. I look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.
Todd Bailey, PE, LEED AP, CASp, MBA | ICC Certified Plans Examiner | Principal

EXHIBIT "B" Provided by Consultant

FEE SCHEDULE

TRB+ Associates, Inc. offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below; Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g. CASp consulting, fire plan review) would be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Building Plan Review Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and up to two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review.

Turnaround Timeframe (in business days)	Structural Only Review	Complete Review (Structural, Life Safety, E/M/P, Green, Title 24 Energy)
Standard - 10 days first check (15 days if complex) - 5 days rechecks (10 days if complex)	45%	65%
Expedited* Generally half the time of Standard Review Turnaround	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* Turnaround timeframe would be mutually agreed upon prior to commencement of work.

**Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/Plumbing Only, etc.), the fee compensation would be on an hourly basis.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

TRB+ provides services on an hourly basis as noted in the hourly rate and reimbursables schedule included below:

<u>Position</u>	<u>Rate</u>
Principal	\$145.00
Project Manager	\$135.00
Building Official	\$130.00
Senior Plan Review Engineer/Architect	\$125.00
Senior Plans Examiner (Building & Fire)	\$120.00
Plan Review Engineer/Architect	\$110.00
Plans Examiner (Building & Fire)	\$ 95.00
Permit Technician	\$ 65.00
Clerical/Admin	\$ 50.00
Fire Protection Engineer	\$175.00
CASp Certified Inspector/Examiner	\$120.00
Supervising Inspector	\$100.00
Senior Inspector II	\$ 90.00
Senior Inspector I	\$ 85.00
Inspector II	\$ 75.00
Inspector I	\$ 70.00
Intern Inspector	\$ 50.00
Emergency/After-Hours Inspections	Above rates plus 25%

- Overtime is billed at the rates shown above plus an additional 25 percent (Note that no overtime will be charged without client authorization)
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus fifteen (15) percent.
- Reimbursement for employee-owned vehicles used in connection with the work will be at the rate of \$0.60 per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2018 and may be adjusted thereafter.

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 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 of Winters 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, 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.



CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 003-18

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and Independent Code Consultants, Inc. (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide said services at the time, place, and in the manner specified with Exhibit "A", Scope of Services.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", CITY shall pay CONSULTANT for services rendered pursuant to the Agreement and described in Exhibit "A".

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.

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" Provided by Consultant

Gene Ashdown | Chief Building Official
City of Winters
Building and Code Enforcement Division
318 1st Street
Winters, CA 95694

Subject: Statement of Qualifications for Professional Services - Plan Review and Inspection Services

Dear Mr. Ashdown:

Independent Code Consultants, Inc. is pleased to submit our statement of qualifications to provide plan review and inspection services for the City of Winters (City). Independent Code Consultants, Inc. was originally established in January 1995 with Greg Shriver as its sole proprietor. For nearly 15 years, Greg Shriver's clients have come to know him for the quality of his work, reliability, and great customer service. As of December 2017, Independent Code Consultants, Inc. has been re-established with its original owner, Greg Shriver, serving an active role with the revival of the company.

Independent Code Consultants, Inc. is comprised of a team of highly qualified individuals that worked together in the building safety industry for over 4 years, and will strive to continue to serve the building safety industry with the customer service, reliability and quality that our clients expect – the same quality, reliability and customer service that Greg Shriver offered his clients throughout his tenure as principal. Independent Code Consultants, Inc. will work with you and your team to ensure all plan reviews and inspections are performed to ensure compliance with all currently adopted State and local codes, ordinances, rules and regulations.

Independent Code Consultants, Inc. will manage all communication and coordination with the City through the use of a single point of contact, Abigail Obligacion. Abigail will coordinate and ensure resources and personnel are made available for the City.

Thank you for the opportunity to provide our statement of qualifications to assist with your City's needs. If you have any questions or require additional information, please do not hesitate to contact Abigail Obligacion at 925.433.1991 or aobligacion@independentcodeconsultants.com

Respectfully submitted,

Abigail Obligacion President
Independent Code Consultants, Inc.

EXHIBIT "B" Provided by Consultant

Proposal Cost Sheet and Rates
PLAN REVIEW TIMELINE

Independent Code Consultants, Inc. will be able to cater to your needs, which includes attending meetings and workshops when necessary. We also are able to meet or exceed the following timelines for plan review services:

Small to Mid-Scale Projects		Larger to More Complex Projects	
Standard Turnaround Times:		Standard Turnaround Times:	
First Submittals:	10 days	First Submittals:	15 days
Subsequent Submittals:	5 days	Subsequent Submittals:	10 days
Expedited Turnaround Times**:		Expedited Turnaround Times**:	
First Submittals:	5 days	First Submittals:	10 days
Subsequent Submittals:	3 days	Subsequent Submittals:	7 days

** Expedited Turnaround Times will be subject to discussion by all concerned parties to ensure milestones are met and completed on-time and on-schedule.

FEE SCHEDULE

Plan Review Services	Unit Rate	Unit
Complete Plan Review Fee (first submittal plus two (2) additional subsequent	65% of Plan Review Fee	
Hourly Rate for Complete Plan Review Submittals	\$120.00	Hour
Structural Review	\$120.00	Hour
Non-Structural Review	\$90.00	Hour
Building Department Support Staff	Unit Rate	Unit
Building Inspector I	\$80.00	Hour
Building Inspector II	\$90.00	Hour
Senior Building Inspector	\$100.00	Hour
CASp Inspector	*Rate varies by building	
Permit Technician	\$65.00	Hour
Basis of Charges	Unit Rate	
Work over 8 hours a day	Time and One-Half	
Work over 12 hours, Monday through Friday	Double Time	
Work on Saturdays	Time and One-Half	
Work over 8 hours on Saturday	Double Time	
Work on Sundays/Holidays	Double Time	
Reimbursables	Cost	

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.

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(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.

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(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 of Winters 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.

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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, 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.



CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 004-18

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and 4Leaf, Inc. (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide said services at the time, place, and in the manner specified with Exhibit "A", Scope of Services.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", CITY shall pay CONSULTANT for services rendered pursuant to the Agreement and described in Exhibit "A".

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.

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" Provided by Consultant

City of Winters
Community Development Department
318th Street
Winters, CA 95694
Attn: Gene Ashdown, Building Official

RE: Request for Proposals for Professional Services: Plan Review, Building Inspection, and Permit Technician Services.

Dear Mr. Ashdown,

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our proposal to provide professional Plan Review, Building Inspection, and Permit Technician Services for the City of Winters (City). 4LEAF has been providing these services for numerous public and private clients throughout California for more than 17 years and is looking forward to the opportunity to provide these services for the City. 4LEAF is the ideal choice for the following reasons:

Depth of Resources

Regardless of your personnel needs, 4LEAF has the depth of resources to provide staff on short notice. 4LEAF has a proven track record of providing building officials, inspectors, permit technicians, and plan review engineers typically **within 24 hours of request**. 4LEAF has the **largest pool of inspectors** in the industry (**more than 100 inspectors**) and has the desire to serve any building, fire inspection, or plan review need the City of Winters may have, regardless of duration. The City of Winters will have access to 4LEAF's comprehensive plan review team which includes Engineers, Architects, Fire Inspectors / Fire Protection Engineers, and ICC-Certified Plan Review staff.

Approach

Our staff incorporates the right combination of experience, education, certifications, and registrations, allowing the 4LEAF team to provide a wide range of resources customized to the specific requirements of each client and project. 4LEAF principals and project managers have the experience to handle any requests. You can be confident that your team will be partnering with staff that understands your department and service protocols. **Our approach to providing professional, Plan Review, Building Inspection, and Permit Technician Services to the City is straight forward:**

- Provide you with a lineup of **highly-qualified professionals** who know how to partner successfully with the City.
- Offer **resource reliability and flexibility**.
- **Respond** to your needs.
- **Communicate** with you honestly and candidly.

☑ Comprehensive Plan Review Services

4LEAF is one of the Building & Safety industry's leader in providing professional plan review. 4LEAF's plan review services include:

- Structural Engineers and Mechanical/Electrical/Plumbing Plan Review Staff.
- Fire Review.
- Civil Review.
- Electronic plan review services.
- Expedited plan review services.
- Hourly plan review.
- Special negotiated discounted rates for large/complex reviews.

☑ Building Inspection Services

4LEAF has the largest group of building inspectors (more than 100) in Northern California. We currently manage four large contracts with large inspection teams of approximately ten or more staff. Most of these contracts include plan review and inspection with many of the technological giants of the East Bay, South Bay, and Peninsula including, Apple, VMware, Work Day, and Sybase (SAP). These projects range from the several million to billions of dollars of construction valuation in those cities/state agencies. They include:

- California Department of Parks and Recreation (Statewide)
- City of Cupertino
- City of Palo Alto
- City of Dublin

4LEAF also has a proven track record of providing staff as-needed including staffing for short term assignments including one-day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.

☑ CASp Expertise

4LEAF has approximately 10 Certified Access Specialists on staff. We have performed CASp inspection and plan review projects and have consulted on numerous construction projects for accessibility questions and advice.

☑ Leadership

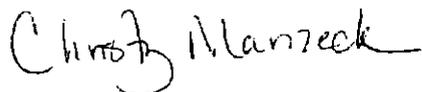
The contract with the City of Winters will be managed by Mike Leontiades, CBO. Mike has a proven track record of success with cities and counties throughout California. We can be reached at:

4LEAF, Inc.
2126 Rheem Drive
Pleasanton, CA 94588

Office: (925) 462-5959
Cell: (925) 961-8842
Email: mleontiades@4leafinc.com

We appreciate this opportunity to present our qualifications. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,
4LEAF, Inc.



Christy Manzeck
Project Coordinator

EXHIBIT "B" Provided by Consultant

Section 5: Proposal Costs Sheet and Rates

NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review & CASp Services	Plan Review Percentage Cost: 65% Plan Review Hourly Cost: \$90 Non-Structural Review \$130 Structural Review CASp Inspection and/or Review: \$150/hour Fire Review: \$155/hour * Fee includes initial review and two (2) rechecks.

Staff Augmentation Services

Interim Chief Building Official	\$130/hour
Senior Combination Building Inspector (Building Inspector III)	\$95/hour
Commercial Building Inspector (Building Inspector II)	\$85/hour
Residential Building Inspector (Building Inspector I)	\$75/hour
Training Building Inspector	\$65/hour
Code Enforcement	\$85/hour
Permit Technician	\$65/hour
On-Site Plan Review Engineer	\$130/hour
On-Site Non-Structural Plans Examiner	\$90/hour
Fire Review	\$155/hour
Project Inspector (including DSA or OSHPD)	\$97 - 125/hour
Public Works Inspector	\$141/hour
CASp Inspection	\$150/hour
Off-Site Project Manager	\$165/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel.

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed in Section 5.0, Proposal Costs Sheet and Rates.
- All plan review services will be subject to 2-hour minimum fee.
- 4LEAF assumes that these rates reflect the 2017-2018 contract period. 3% escalation for 2019 and 2020 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Night Time (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8 hours M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8 hours Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours' rest between shifts will be charged the appropriate overtime rate.
- Mileage, driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

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 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 of Winters 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, 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.



**CITY COUNCIL
STAFF REPORT**

DATE: January 16, 2018
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Animal Services Agreement

RECOMMENDATION:

That the City Council APPROVE AN AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WINTERS FOR ANIMAL CONTROL SERVICES.

BACKGROUND:

Since the 1970's, the City of Winters along with the cities of Davis, Woodland and West Sacramento have contracted with the Yolo County Sheriff's Office for Animal Control Services. This includes the combination of shelter, field services and licensing for dogs and felines.

Discussion:

On December 5, 2017, the City Council approved a two year agreement for Animal Control Services. Subsequent to that approval, the County provided an amended agreement which now includes fees toward the design of a new animal shelter.

In difference in the contract amounts is as follows:

<u>Fiscal Year</u>	<u>Original</u>	<u>New</u>	<u>Difference</u>
FY 2017-18	\$55,958	\$57,637	\$2,242
FY 2018-19	\$58,200	\$59,946	\$2,309

The difference total for the two years is \$4,551. The contract agreement with Yolo County runs in a two year cycle and is up for renewal. The \$43,983 and will increase to \$57,637 in FY 2017-18 and \$59,946 in FY 2018-19. The increase in the current fiscal year is 24% and an additional 5% in the next. The City represents approximately 3.2% of the total operational costs for Animal Services.

Staff is recommending approval of the agreement.

FISCAL IMPACT: \$57, 637 in FY 2017-18 and \$59,946 in FY 2018-19.

Revised
Agreement

YOLO COUNTY AGREEMENT NO. _____

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

This Agreement ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Yolo, a political subdivision of the State of California, ("County") and the City of Winters, a municipality under the laws of the State of California, ("City").

RECITALS

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

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

WHEREAS, the City desires to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

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

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

I. SERVICES TO BE PROVIDED BY THE COUNTY

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

Services provided shall include:

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

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

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

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

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

II. COMPENSATION TO BE PAID BY THE CITY

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

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2017-06/30/2018	\$ 58,200	\$ 14,550
07/01/2018-06/30/2019	\$ 59,946	\$ 14,986.50

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

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

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

In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$18,295, the final quarter payment due to the County from the City shall be adjusted accordingly.

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

III. REPORTS

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

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

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

V. RECORDS RETENTION

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

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2017 until June 30, 2019, unless sooner terminated as hereinafter provided.

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

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

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

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

VII. APPLICABLE LAWS

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

VIII. NOTICE

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

City of Winters: City of Winters Police Department
702 Main Street
Winters, CA 95694
Attn: Chief John P. Miller
(530) 795-2261

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

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

City: (530) 795-4935

County: (530) 668-5283

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

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

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

IX. AMENDMENT

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

X. WAIVER

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

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

XI. ENTIRE AGREEMENT

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

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

County of Yolo

By _____
Supervisor Duane Chamberlain, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

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

By _____
Carrie Scarlata, Asst. County Counsel

City of Winters

By _____
Wade Cowan, Mayor
City of Winters

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

By _____
Deputy (Seal)

Approved as to Form:

By _____
Ethan Walsh, City Attorney



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: January 16, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John P. Miller, Chief of Police
SUBJECT: Adoption of a Resolution Granting the Chief of Police the Authority to Appoint Non-student School Crossing Guards

RECOMMENDATION:

That the Council adopt Resolution No. 2018-03, granting the Chief of Police the authority to appoint non-student school crossing guards.

BACKGROUND:

The Winters Unified School District employs nonstudent crossing guards at several locations throughout the City of Winters. It recently came light the crossing guards were not "appointed" pursuant to the California Vehicle Code and, therefore, violations of California Vehicle Code §2815, Failure to Obey School Crossing Guard, were not enforceable by the Winters Police Department or other law enforcement agencies.

Pursuant to California Vehicle Code §21100, local authorities may adopt rules and regulations by ordinance or resolution regarding the appointment of nonstudent school crossing guards for the protection of persons who are crossing a street or highway in the vicinity of a school or while returning thereafter to a place of safety. In order to ensure that the Police Department and other law enforcement agencies have the authority to enforce Vehicle Code §2815, City staff is recommending that the City Council adopt the attached resolution, which grants the Chief of Police the authority to appoint non-student crossing guards.

If this resolution is adopted, the City and School District will draft and enter into a Memorandum

of Understanding clarifying that nonstudent crossing guards would be appointed by the Chief of Police pursuant to the authority granted by the City Council pursuant to the resolution, after appropriate screening measures as determined by the Chief of Police. However, these crossing guards will remain employed by, and the responsibility of, the Winters Unified School District. Additionally, the School District will be required to provide the nonstudent crossing guards with appropriate equipment bearing the "official insignia of such a school crossing guard" in order to comply fully with California Vehicle Code §2815 and the Police Department will develop and provide training for the nonstudent crossing guards.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Applicable California Vehicle Codes [§§2815, 21100(i)]. - - - -
2. Resolution No. 2018-03

RESOLUTION NO. 2018-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
GRANTING AUTHORITY TO THE CHIEF OF POLICE PURSUANT TO
VEHICLE CODE SECTION 21100(i) TO APPOINT NON-STUDENT
SCHOOL CROSSING GUARDS**

WHEREAS, the Winters Unified School District employs nonstudent crossing guards at several locations throughout the City of Winters; and

WHEREAS, these crossing guards were not “appointed” pursuant to the California Vehicle Code and, therefore, violations of California Vehicle Code §2815, Failure to Obey School Crossing Guard, were not enforceable by the Winters Police Department or other law enforcement agencies; and

WHEREAS, pursuant to California Vehicle Code §21100, local authorities may adopt rules and regulations by ordinance or resolution regarding certain matters, including: (i) Providing for the appointment of nonstudent school crossing guards for the protection of persons who are crossing a street or highway in the vicinity of a school or while returning thereafter to a place of safety; and

WHEREAS, the City Council desires to delegate to the Chief of Police authority to appointment of nonstudent school crossing guards for the protection of persons who are crossing a street or highway in the vicinity of a school or while returning thereafter to a place of safety, subject to appropriate screening measures as determined by the Chief of Police;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby authorizes Chief of Police to appoint nonstudent school crossing guards for the protection of persons who are crossing a street or highway in the vicinity of a school or while returning thereafter to a place of safety.

SECTION 2. The Chief of Police is directed to appoint such nonstudent school crossing guards only after screening measures of such individuals are satisfactorily completed, as deemed appropriate by the Chief of Police.

SECTION 3. The Chief of Police is hereby directed to prepare a Memorandum of Understanding with the Winters Joint Unified School District which clarifies that non-student crossing guards would be appointed by the Chief of Police after completion of the required screening measures, but those crossing guards would remain employed by and the responsibility of the Winters Joint Unified School District. Additionally, the Memorandum of Understanding will require that the School District provide the non-student crossing guards with appropriate equipment bearing the “official insignia of such a school crossing guard: in order to comply fully with California Vehicle Code §2815, and will further provide that the Police Department will develop and provide training for the non-student crossing guards. The form of the Memorandum

of Understanding shall be approved by the City Attorney and the City Manager.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 16th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

Applicable California Vehicle Codes:

§2815

Any person who shall disregard any traffic signal or direction given by a nonstudent school crossing guard, appointed pursuant to Section 21100 , or authorized by any city police department, any board of supervisors of a county, or the Department of the California Highway Patrol, when the guard is wearing the official insignia of such a school crossing guard, and when in the course of the guard's duties the guard is protecting any person in crossing a street or highway in the vicinity of a school or while returning thereafter to a place of safety, shall be guilty of an infraction and subject to the penalties provided in Section 42001.1 .

§21100.

Local authorities may adopt rules and regulations by ordinance or resolution regarding all of the following matters:

(i) Providing for the appointment of nonstudent school crossing guards for the protection of persons who are crossing a street or highway in the vicinity of a school or while returning thereafter to a place of safety.



DATE: January 16, 2018
TO: Mayor and City Council
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Economic Development and Housing Manager 
SUBJECT: Adoption of City of Winters Flood Safety Plans

RECOMMENDATION:

That the City Council:

- 1) Receive the staff report, and
- 2) Adopt Resolution 2018-01 approving the "City of Winters Flood Safety Plan."

BACKGROUND:

In 2016, the County of Yolo received a Flood Emergency Response Project grant and entered into a contract with the State Department of Water Resources (DWR) to develop flood emergency response planning and mapping services and products for cities and unincorporated areas throughout the County.

Called the "Yolo County Flood Response Project" it addresses the State priorities of 1) improving local flood emergency plans and incorporating them into multi-hazard emergency response plans, and 2) improving regional and interagency coordination. The project was developed in accordance with the Federal Integrated Planning System (IPS) and Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101, as well as applicable standards of the California Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

DISCUSSION:

The project included developing Flood Safety Plans for cities and levee maintaining agencies. These Flood Safety Plans consist of a Public Safety Map and a Citizen Map. The Public Safety Map was developed in close consultation with City staff. The Public Safety Map identifies tactical facilities, staging areas, critical facilities, and evacuation routes among other assets and options. The purpose of these Public Safety Maps is to provide both City and County Flood Emergency Response

Personnel with a listing of potentially available assets, critical facilities, and potential evacuation routes during an active emergency. These maps were also developed for the surrounding cities in Yolo County and the supporting spatial data is housed at the Yolo County GIS Department. The shared nature of this data will permit City Flood Emergency Response Personnel to more closely coordinate with surrounding jurisdictions to permit a more comprehensive and unified Flood Fight Response.

The Citizen Maps are intended to provide the general public with information on where to go for evacuation assistance if an evacuation order is issued and were developed from information provided by City Staff, including Law and Fire Personnel. They provide general guidelines on which routes to use during an evacuation and provide rally points where transportation out of the evacuated area can be obtained.

The data collected during the development of these maps has been used by Yolo County Office of Emergency Services to develop Countywide Flood Emergency Response and Coordination Plans. These Countywide plans will enable Yolo County Office of Emergency Services to better assist, coordinate, and facilitate Flood Emergency Responses both within the City of Winters and throughout Yolo County.

The adoption of this Flood Safety Plan does not relinquish the jurisdiction's authority or otherwise limit freedom of action for the City to respond to a Flood Emergency. The adoption of this City of Winters Flood Safety Plan is requested by Yolo County Office of Emergency Services so that Yolo County may adopt these (and other) Flood Safety Plans and comply with State Grant requirements.

Staff is recommending the adoption of this plan.

FINANCIAL IMPACT:

There will be no financial impacts for the City of Winters.

ATTACHMENTS:

1. Resolution 2018-01
2. Public Safety Map for the City of Winters.
3. Citizen Map for the City of Winters.

Resolution No. 2018-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING THE ADOPTION OF THE CITY OF WINTERS FLOOD SAFETY PLANS

WHEREAS, In 2016, the County of Yolo received a Flood Emergency Response Project grant and entered into a contract with the State Department of Water Resources (DWR) to develop flood emergency response planning and mapping and,

WHEREAS, The City of Winters staff, including Public Safety, worked with the County Office of Emergency Services and their consultant, KSN Inc., to develop flood safety plans and maps for Winters and,

WHEREAS, the safety of the public is improved by the development of flood safety plans and maps and,

WHEREAS, formal adoption by the Local Maintaining Agencies (Yolo County Cities and Levee Maintaining Agencies) as well as adoption by the County of Yolo is required to ensure full compliance with both the Water Code and the grant funding agreement

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters does hereby approve the adoption of the City of Winters Flood Safety Plans.

DULY AND REGULARLY ADOPTED this 16th day of January, 2018 by the following vote:

Ayes:

Noes:

Absent:

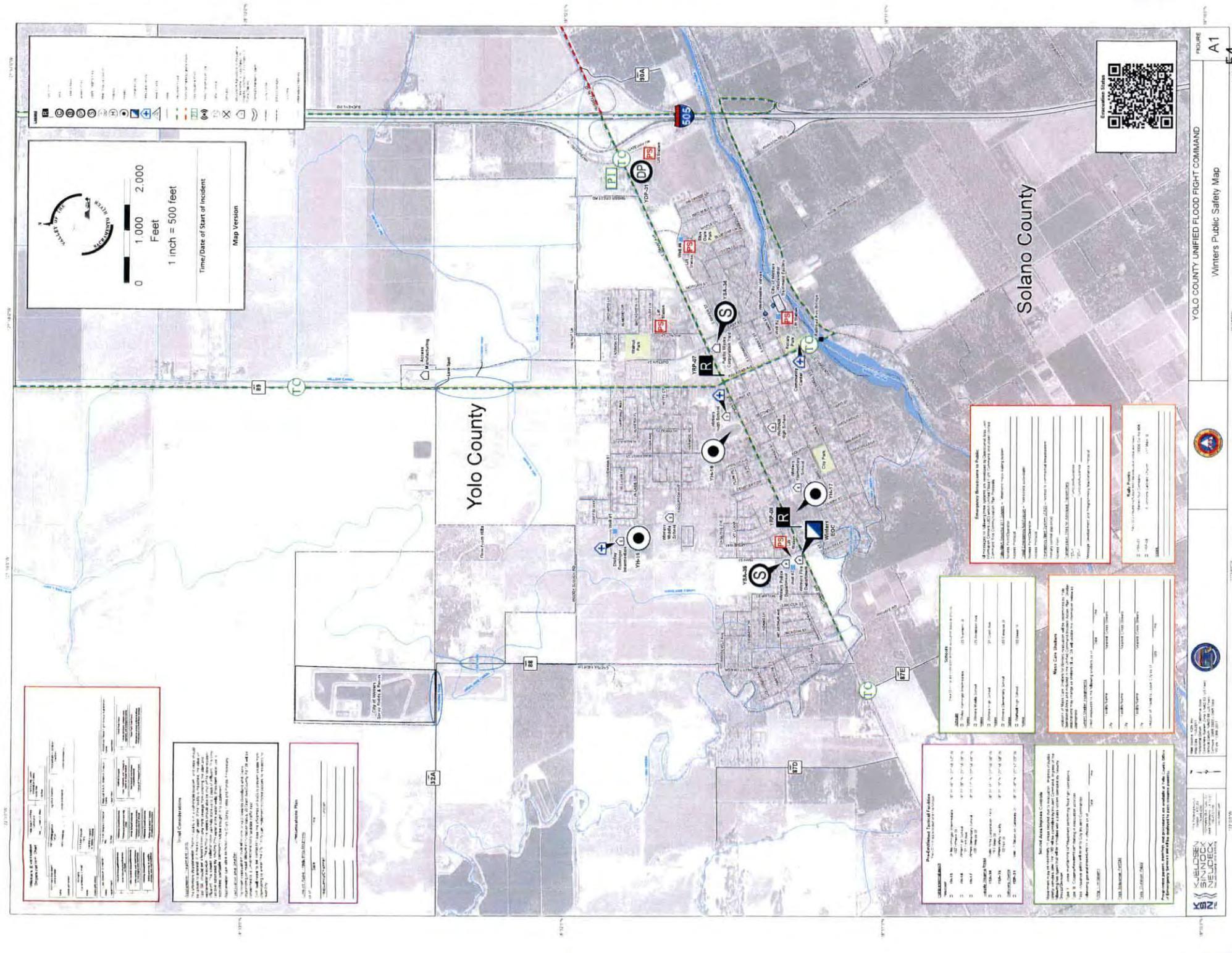
Abstain:

CITY OF WINTERS

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, City Clerk



Map Version

Time/Date of Start of Incident

1 inch = 500 feet

0 1,000 2,000 Feet

Map Version

Legend

- Emergency Services
- Public Safety
- Fire Department
- Police Department
- Sanitation
- Water
- Sewer
- Gas
- Electric
- Telephone
- Internet
- Other

Emergency Services

Fire Department

Police Department

Sanitation

Water

Sewer

Gas

Electric

Telephone

Internet

Other

Public Safety

Fire Department

Police Department

Sanitation

Water

Sewer

Gas

Electric

Telephone

Internet

Other

Water

Fire Department

Police Department

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Police Department

Sanitation

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Telephone

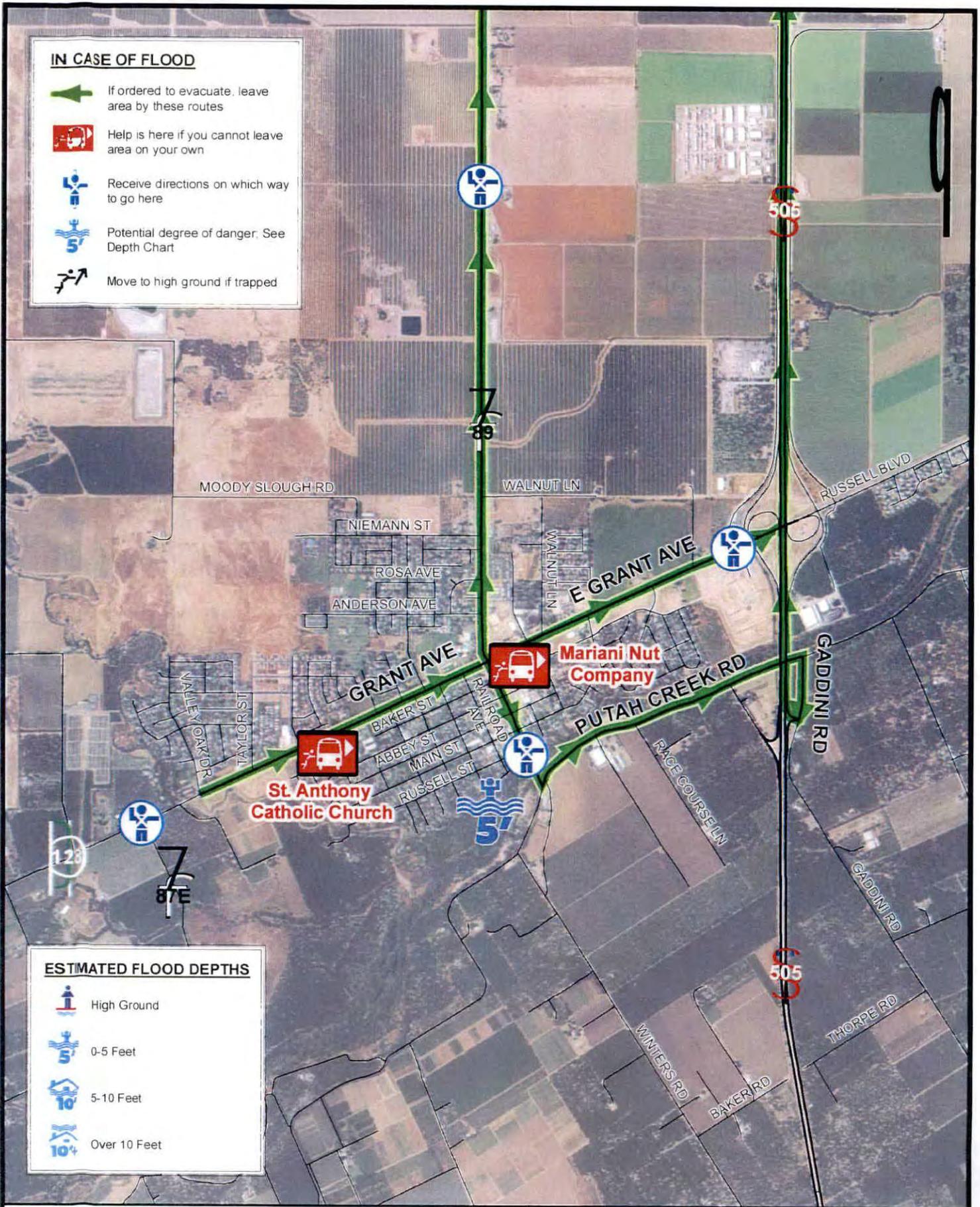
Internet

Other



IN CASE OF FLOOD

-  If ordered to evacuate, leave area by these routes
-  Help is here if you cannot leave area on your own
-  Receive directions on which way to go here
-  Potential degree of danger; See Depth Chart
-  Move to high ground if trapped



ESTIMATED FLOOD DEPTHS

-  High Ground
-  0-5 Feet
-  5-10 Feet
-  Over 10 Feet



Winters Evacuation Map

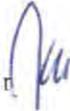
Yolo County Office of Emergency Services
Prepared by Kjeldsen, Sinnock & Neudeck, Inc.

Aerial Imagery Source: DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 16, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager 
SUBJECT: Winters Putah Creek Nature Park Phase 3 Design Modification

RECOMMENDATION: Staff recommends the Council accept the recommendation from Winters Putah Creek Committee to support the design modification for the Winters Putah Creek Nature Park (WPCNP) Phase 3 project to leave a backwater on the east half of Phase 3 for wildlife viewing and habitat diversity.

BACKGROUND: The Phase 3 project for the WPCNP has been supported by Council as part of the WPCNP Master Plan that was adopted in 2008. The completion of Phases 1 and 2 in 2011 created access for residents and visitors of all ages to enjoy and connect to nature in a way that few cities are able to do. The improvements and restoration work that has taken place have allowed much better access to the WPCNP for families and the return of the salmon is clear evidence that these projects are a success. Phase 3 will continue these efforts. Completion of the Phase 3 project has been delayed by three years due to a new requirement for a 408 permit from the U.S. Army Corps of Engineers. However Solano County Water Agency (the project proponent) is expecting to have permits in hand this spring. Solano County Water Agency (SCWA) has received information from Melanie Truan the UCD wildlife biologist - who has been doing extensive and continuous wildlife monitoring including WPCNP for nearly two decades - recommending that the creation of a back channel would provide greater wildlife diversity than creating a floodplain in this section. The value of these backchannels for habitat diversity became evident only in recent years. SCWA is proposing a modification to the project in the eastern 600 feet of the Phase 3 section by creating this backchannel.

The creation of a backchannel will not preclude the creation of an earthen ramp from the paved trail to the floodplain as has been planned as part of Phase 3. However the contiguous northbank

trail at the toe of the bank will not be feasible in the section where the backwater channel is proposed, but it is not precluded as a future enhancement. Meanwhile, seasonal foot bridges may be used to connect a toe of bank trail.

This backchannel also provides a compromise to those who have expressed concerns regarding the loss of habitat the realignment of the channel that Phase 3 may create. By leaving part of the backchannel intact the beavers and otters may choose to stay in the area.

FISCAL IMPACT: None



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: Jan. 16, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Elliot Landes, Associate
SUBJECT: Electric Car Charging Stations

RECOMMENDATION:

Staff is asking the Council to advise staff on a choice of electric car charging stations. Choice one is a charger that offers free electricity to two vehicles. Choice two requires the City to add funds to the grant in place and allows the City to charge for electricity provided to two vehicles.

BACKGROUND:

The City installed a Level II (220 volt) car charger in March of 2013. The unit was provided by a grant arranged through ClipperCreek Inc., the manufacturer of the charging equipment, along with the Reconnect California program. The program was funded in part by the California Energy Commission.

Currently:

The City provides electricity for this car charger free of charge through the electrical service panel at the Community Center. There is a dedicated parking place in front of the charging unit in the Community Center parking lot.

The space has signage restricting the use of the space to car charging and there is another sign on Railroad Avenue notifying drivers of the availability. The City's goals are to reduce the City's carbon footprint and at the same time encourage visitors to Winters.

While not assured at first, the station has turned out to be a success, with electric car owners lining up to charge their cars in Winters. The space is almost always in use afternoons and evenings, and often in use mornings as well. Frequently, a second car is next to the car using the charger, awaiting its turn. The geographical location of Winters on the I505 interstate link may be a factor, along with our efforts to make sure our station shows up on mapping software that electric car owners make use of.

We are currently providing only one charging spot, which frustrates visitors, particularly if they are running low on power for their trip. One car can tie up one slot for quite a bit of time. Having three slots will add a great amount of flexibility, and will result in many more plug-in and electric car visits to

Winters.

In March 2017, the City applied for \$6,144 from the YSAQMD Clean Air Funds program for the construction of a new dual charging station to service two parking spaces next to the existing single charging station. The YSAQMD approved the grant, but reduced the grant amount to \$5,000. Staff was able to change to a less expensive charger to dial back costs to suit the reduced grant amount.

Council accepted the grant at the December 19, 2017, Council Meeting.

The City is currently considering the two options below. Option One falls within the grant funding budget and offers free car charging to users. Option Two requires the City to add \$2,958 for the initial install and allows the City to charge users for electricity use. With this option, the City can choose to charge for electricity or not. If we choose to charge, there is an additional annual fee of \$360. Ten percent of the fees collected go to processing the charges. The charging system the City is considering allows users to buy power with their credit card without joining a particular network.

Option One - Lower Priced System Within Grant Funding Limit

Two ClipperCreek Chargers on Pedestal	
Two ClipperCreek HCS-40 32 Amp chargers	1270
Pedestal	695
Signage	165
Tax	98
Electrician	2620
Contingency	150
Total Installation	4998

Option Two - Fee Based System

PowerCharge dual station that accepts fee payment	
Dual 32 Amp PowerCharge Charger	4495
Shipping	180
Tax	348
Electrician	2620
Signage	165
Contingency	150
Total Installation	7958
Annual Fee	360
also	10% of funds charged

FISCAL IMPACT:

There would be no additional funding required for Option One. Option Two would cost the City a one-time \$2,958 on top of the grant funding in place. Annual cost would be \$360 if we choose to sell electricity. Some compensation would come from selling the electricity.



TO: Honorable Mayor and Council Members
DATE: January 16, 2018
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *[Signature]*
Ethan Walsh, City Attorney
SUBJECT: Resolution 2018-02 Calling for and Consolidating General Municipal Election on June 5, 2018

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2018-02 calling a General Municipal Election for June 5, 2018 to fill three City Council Member seats, City Clerk and City Treasurer, as well as placing a ballot measure on appointive City Clerk and City Treasurer and requesting the Yolo County Board of Supervisors to consolidate the Elections with the Statewide Primary and any other elections, and directing the County Election's Official to provide services in relation to the Election.

BACKGROUND:

Council elections are held every even numbered year and are consolidated by Yolo County with other elections held on the same date. As part of the initial process, Council considers and adopts a Resolution to call for such an election and asks the County Board of Supervisors to direct the Elections Office to so consolidate and conduct our election.

Council is asked to adopt Resolution 2018-02 calling for a general election for June 5, 2018 to fill three seats on the City Council, City Clerk, City Treasurer, and requesting the Yolo County Board of Supervisors to consolidate the Elections with the Stateside Primary and other elections, and directing the County Election's Official to provide services in relation to the Elections.

The proposed resolution also calls for a ballot measure for the voters to consider whether to convert the offices of City Clerk and City Treasurer from elected positions to appointed positions. As municipal government has evolved and become increasingly complex, the positions of City Clerk and City Treasurer increasingly require special expertise. The majority of cities in California appoint these positions, and City staff

believes that the City would be best served by converting these positions to appointed positions.

Elections are consolidated by the County, which substantially lessens the cost to the individual cities and the County to conduct elections. The first step in the process is to adopt a Resolution to call for the elections and request the services of the County in conducting the consolidated election. In keeping with the required deadlines as per election law and the needs of the County Election's Office, the Board of Supervisors will be asked to take action at its next meeting to call for the election.

Also of note is that the filing period for Council seats begins on February 12, 2018 and continues to March 9, 2018 and can be extended for new candidates to March 14, 2018 should incumbent Council Members choose not to file for re-election.

The Resolution is published in the newspaper as well as the normal Agenda noticing requirements. A Notice of Election will also be posted in the newspaper to provide notice to any citizens wishing to run for Council.

FISCAL IMPACT:

The cost for consolidation of these elections is dependent upon how many other jurisdictions and items are included in the election. The candidates also have a cost for filing and printing which is paid to the County of Yolo. The City has no charges to candidates.

Attachments: Resolution No. 2018-02

RESOLUTION NO. 2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CALLING BOTH A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF THREE COUNCIL MEMBERS, CITY CLERK AND CITY TREASURER, AND CALLING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING A BALLOT MEASURE TO ASK THE VOTERS OF THE CITY OF WINTERS WHETHER THE OFFICES OF CITY CLERK AND CITY TREASURER SHALL BE APPOINTED BY THE CITY COUNCIL, TO BE HELD ON TUESDAY, JUNE 5, 2018, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION AND SPECIAL ELECTION WITH THE STATEWIDE PRIMARY ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Winters established that the City's regular municipal election would be consolidated with the Statewide primary election; and

WHEREAS, pursuant to Section 36508 of the Government Code, the City Council may submit to the voters the question of whether the offices of city clerk and city treasurer shall be appointed by the City Council; and

WHEREAS, pursuant to Section 36510 of the Government Code, if a majority of the voters vote for the measure, the City Council shall appoint a city clerk at the expiration of the term of the City Clerk then in office, or upon a vacancy in the office of the city clerk; and

— **WHEREAS**, the City Council desires to submit to the voters at the election the question of whether the offices of city clerk and city treasurer shall be appointed by the City Council; and

WHEREAS, the City may request the Yolo County Board of Supervisors to direct the County Elections Official to render services to the City relating to the conduct of an election; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS AS FOLLOWS:

Section 1. **Calling of the General Municipal Election.** Pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be, and there is hereby called and ordered held in the City of Winters, County of Yolo, State of California, on June 5, 2018, a general municipal election of the qualified electors of the City of Winters, for the purpose of electing three (3) members of the City Council for a full term of four (4) years, a city clerk for a full term of four (4) years, and a city treasurer for a full term of four (4) years. The general municipal election shall be held and conducted as provided for by law for the holding of municipal elections in the City.

Section 2. **Calling of the Special Election.** Pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be, and there is hereby called and ordered to be

held in the City of Winters, County of Yolo, State of California, on June 5, 2018 a special election for the purpose of placing on the ballot the following question:

MEASURE _____

Shall the offices of the city clerk and city treasurer for the City of Winters by appointive?	YES	
	NO	

Section 3. Impartial Analysis. The City Council hereby directs the City Attorney to prepare an impartial analysis of the measure in accordance with Section 9280 of the Elections Code showing the effect of the measure on existing law and the operation of the measure.

Section 4. Consolidation of the Election. The City Council hereby requests the Yolo Board of Supervisors to consolidate the general municipal election with the Statewide election and all other elections to be held within the City on June 5, 2018.

Section 5. Submittal of Arguments and Rebuttals. As the City has requested the consolidation of the general and special elections from Yolo County, the Yolo County Clerk shall fix the dates for submittal of arguments concerning the measure and rebuttal arguments. Written arguments may be filed in favor or against the measure pursuant to Section 9282 of the Elections Code. Rebuttal arguments may be submitted as provided for in Section 9285 of the Elections Code.

Section 6. Election Related Services. Pursuant to Elections Code Section 10002, the City requests and authorizes the Yolo County elections official to provide the services necessary to implement the election and to consolidate the election on June 5, 2018 Election Ballot for the County of Yolo. Such services include the publication of notices calling the election, provision of voter lists, obtaining and staffing polling places, hiring and training of precinct workers, provision and delivery of precinct supplies, provision of microfiche of voters and poll locations, if desired, counting of ballots and certification of the election, and all other aspects of elections not specified herein that may be agreed upon between the County Clerk and the City Clerk.

Section 7. City's Reimbursement of Costs. The City of Winters shall reimburse the County of Yolo for all costs and expenses incurred by the County in conducting said election upon presentation of a bill to the City.

Section 8. Forwarding of Resolution to the County. The City Clerk is authorized and directed to file a copy of this Resolution with the Board of Supervisors and the County Clerk upon its adoption by the City Council.

Section 9. Implementation Actions. The City Clerk is authorized and directed to take such further actions and execute such documents as are necessary to cause the election to be conducted on behalf of the City of Winters.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 16th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney



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

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

DATE: January 16, 2018

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

FROM: Shelly A. Gunby, Director of Financial Management 

SUBJECT: Consideration of Resolution SA-2018-01 of the City of Winters as Successor Agency to the Winters Community Development Agency adopting a Recognized Obligation Payment Schedule pursuant to AB1X 26.

RECOMMENDATION:

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

SUMMARY:

In accordance with Health and Safety Code Section 34177, added by Assembly Bill 1X 26, the City of Winters as Successor Agency to the Winters Community Development Agency (“Agency”) is required to adopt a Recognized Obligation Payment Schedule (ROPS) for each 6 month period beginning January 2012. Legislation approved in 2015 changed the filing requirement from a 6 month ROPS to a 12 month ROPS that is the same time period as the City’s Fiscal Year. The legislation requires that the July 1,2018 through June 30, 2019 ROPS be submitted to the Yolo County Auditor, the Department of Finance and the State Controller’s office by February 1, 2018.

DISCUSSION

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

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

FISCAL IMPACT:

Without the approved ROPS, the City, as successor agency would not be able to pay the obligations of the former redevelopment agency, including making debt service payments on the 2017 Refunding Tax Allocation Bonds.

ATTACHMENTS:

Recognized Obligations Payment Schedule 18-19
Resolution SA-2018-01

RESOLUTION NO. OB-2018-01

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE DISSOLVED COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WINTERS APPROVING A RECOGNIZED
OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2018
THROUGH JUNE 30, 2019**

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

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

WHEREAS, The Department of Finances requires the Recognized Obligation Payment Schedule (ROPS 18-19) for the period July 1, 2018 through June 30, 2019 be adopted and submitted to the Department of Finance no later than February 1, 2018.

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

The Oversight Board hereby approves and adopts the ROPS 18-19 attached to this Resolution as Exhibit A.

APPROVED AND ADOPTED by the Successor Agency to the former Community Development Agency of the City of Winters at a regular meeting held on the 22nd day of January 2018, by the following vote.

AYES:

NOES:

ABSENT:

Larry Justus, Chair

ATTEST:

Secretary

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary
 Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency: Winters
 County: Yolo

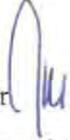
Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 545,013	\$ 549,083	\$ 1,094,096
F RPTTF	-	-	-
G Administrative RPTTF	545,013	549,083	1,094,096
H Current Period Enforceable Obligations (A+E):	\$ 545,013	\$ 549,083	\$ 1,094,096

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

 Name Title
 /s/ _____
 Signature Date



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 16, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: November 2017 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for November 2017.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review. Items of note in the attached report are as follows:

General Fund

General Fund revenues are 18% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will be received in January 2018.
- The first installment of Property Tax in lieu of VLF will be received in January 2018.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization, we have received approximately 15% of projected revenues.
- Utility User Tax is received approximately 1-3 months after the utilities are used; UUT receipts are 38% of the budgeted amount.
- Building permit fees received are 22% of the budgeted amount.
- General Fund expenditures are 44% of budget.
- Current Cash Balance for the General fund shows as overdrawn, however, due to the issue that we don't receive our major funding until 7 months throughout the year, we utilize the Service Reserve Fund and the Capital Equipment Fund to provide cash flow until the property tax amount is received. The total cash balance in these 2 reserve funds is

\$1,083,029. All Staff has been told to only purchase items absolutely necessary for operations at this time.

Other funds:

Fund 211 City Wide Assessment District: The first installment of the City Wide Assessment will be received in January 2018 at the same time that we receive the property tax distribution from Yolo County.

Fund 611 Water: Water fund revenues are 50% of budget and expenditures are 48% of budget.

Fund 621 Sewer: Sewer fund revenues are 38% of budget and expenditures are 47% of budget.

FISCAL IMPACT:

None

City of Winters
General Fund Revenues
July 1, 2017 through November 30, 2017

		% Of Year Completed			42%
G/l Code	Account Description	Budget 2017-2018	November 2017 Actual	Year to Date Actual	Percent of Budget Received
101-41101	Property Tax	\$ 833,414			
101-41103	Property Tax in Lieu of VLF	582,525			
101-41401	Sales & Use Tax	620,464	53,300	148,601	24%
101-41402	Prop 172	49,637			0%
101-41403	Franchise Fee	266,000	5,244	104,431	39%
101-41404	Property Transfer Tax	18,000			0%
101-41405	Utility Tax	713,000	72,676	268,725	38%
101-41406	Municiple Services Tax	313,960	25,440	126,770	40%
101-41408	TOT Tax	636,266	2,215	2,215	0%
101-41407	Business Licenses	26,000	200	4,170	16%
101-46102	Building Permits	231,671	22,420	51,575	22%
101-46103	Encroachment Permit	10,000	54	2,666	27%
101-46104	Other Licenses & Permits	73,452	4,779	42,135	57%
101-41507	Motor Vehicle in Lieu	3,000			0%
101-41509	Homeowners Property Tax Relief	15,000			0%
101-48106	Post Reimbursement	3,500			0%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	100	267	419	419%
101-42103	Plan Check Fees	105,401	4,848	29,549	28%
101-42104	Planning Application Fees	10,750	2,881	7,373	69%
101-42107	Project Monitoring Fees	3,500	1,966	10,426	298%
101-42108	Police Reports	500	63	301	60%
101-42109	Fingerprint Fees	3,500		1,550	44%
101-42111	Towing/DUI Reimbursement	300	185	860	287%
101-42112	Ticket Sign Off Fees	300	45	150	50%
101-42201	Recreation Fees	3,100	350	350	11%
101-42205	Basketball Revenues	6,700	6,890	9,280	139%
101-42211	Pool Ticket Sales	10,400		3,546	34%
101-42213	Pool Proceeds	1,000		780	78%
101-42212	Pool Concession Stand Revenues	7,000	25	5,966	85%
101-42215	Swim Passes	2,000		230	12%
101-42216	Swim Lessons	13,600		2,380	18%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,800	250	1,650	92%
101-42303	Community Center Rental	13,500	3,130	14,158	105%
101-42304	Community Center Insurance Collected	85			0%
101-42308	Ambulance Service Charge			52	
101-44101	Rents/Leases Revenues	66,000	5,832	35,172	53%
101-43151	Fire District Payments	255,623			0%
101-44102	Interest Earnings	1,000		1	0%
101-46106	Reinspect Fee	1,200	190	749	62%
101-49101	Contributions	99,098	4,883	26,755	27%
101-49102	Reimbursements/Refunds	110,000	54	14,906	14%
101-49104	Miscellaneous Revenues	35,000	40	776	2%
101-49999	Interfund Operating Transfer	16,600			0%
Total General Fund Revenues		<u>\$ 5,171,946</u>	<u>\$ 218,227</u>	<u>\$ 918,667</u>	<u>18%</u>

City of Winters
Summary of Revenues
July 1, 2017 through November 30, 2017

		% of Year Complete				42%
Fund	Fund Description	Budget 2017-2018	November 2017 Actual	Year to Date Actual	Amount to be Received	Percent of Budget Received
101	General Fund	\$ 4,923,488	\$ 218,227	\$ 918,667	\$ 4,004,821	19%
104	Fireworks Fund	15,000		3,905	11,095	26%
105	Senior Fund	2		1	1	50%
106	Winters Swim Lessons	500		5	495	1%
108	Munchkin Summer Camp	16,302		6,915	9,387	42%
107	Park Maintenance	6		6		100%
113	2007 Housing TABS	500		3,710	(3,210)	742%
115	Canine Program		100	9,028	(9,028)	
116	Police Cadet Fund		250	255	(255)	
117	Community Garden Fund		40	40		
201	Fire Prevention Grant	2		3	(1)	150%
208	First Time Homebuyer In Lieu	135		226	(91)	167%
209	In Lieu Affordable Housing		4	345	(345)	
211	City Wide Assessment	314,202			314,202	
212	Flood Assessment District	10		10		100%
221	Gas Tax	186,862	13,751	71,385	115,477	38%
231	State COP5 AB1913	100,000	75,368	114,784	(14,784)	115%
233	Realignment	8,020		178	7,842	2%
235	Avoid Grant	5,000			5,000	
251	Traffic Safety	6,260	330	2,641	3,619	42%
252	Asset Forfeiture	612	1,694	2,571	(1,959)	420%
254	Vehicle Theft Deterrent	28		134	(106)	479%
267	Grant Ave Improvement					
272	Boost Grant	17,320	5,126	9,227	8,093	53%
287	After School Contributions			1	(1)	
291	Beverage Recycling	5,036		5,051	(15)	100%
294	Transportation	341,054		6,766	334,288	2%
299	AFTER School Program	130,154	4,180	30,449	99,705	23%
321	EDBG 99-688 Buckhorn	15,953	378	1,909	14,044	12%
322	EDBG 96-405 Cradwick	15,247	729	3,674	11,573	24%
324	YQAMD Grant		5,000	5,000	(5,000)	
325	WRA Grants			12,020	(12,020)	
327	15-CDBG-10578			1,275	(1,275)	
351	RLF Housing Rehab		398	1,989	(1,989)	
355	RLF Small Business	8,757	95	492	8,265	6%
356	RLF HOME Program	180		294	(114)	163%
358	Program Income	40,936	4,076	22,788	18,148	56%
411	Street Impact Fee	188,914	23	8,346	180,568	4%
412	Storm Drain Impact Fee	3,180	1,449	2,901	279	91%
413	Parks & Recreation Impact Fee	106,550	49,905	49,905	56,645	47%
414	Public Safety Impact Fee	24,771	3,159	6,572	18,199	27%
415	Fire Impact Fee	76,930	9,243	16,383	60,547	21%
416	General Facilities Impact Fee	111,943	13,457	24,926	87,017	22%
417	Water Impact Fee	194,329		4,252	190,077	2%
418	Sewer Impact Fee	137,811	27,552	49,641	88,170	36%
419	Flood Fees	360		611	(251)	170%
421	General Fund Capital			1,251	(1,251)	
422	Landfill Capital	300		445	(145)	148%
423	Street Capital	100	4	17	83	17%
424	Parks & Recreation Capital		20	27,400	(27,400)	
427	Capital Equipment			6,229	(6,229)	
429	Service Reserve Fund			629	(629)	
481	General Plan 1992	61,403	8,162	12,826	48,577	21%
482	Flood Control Study			3	(3)	
492	RAJA Storm Drain	65		103	(38)	158%
494	CARF	5,264	852	5,101	163	97%
495	Monitoring Fee	61,403	8,162	12,826	48,577	21%
496	Storm Drain Non-Flood	1		1		100%
501	General Debt Service	94		150	(56)	160%
611	Water O & M	1,470,530	(7,174)	739,172	731,358	50%
612	Water Reserve	6,000		1,455	4,545	24%
616	Water Conservation	12,000		24	11,976	
617	Water Meter Fund	300		499	(199)	166%
619	Water Debt Service			100,000	(100,000)	
621	Sewer O & M	1,845,343	145,281	710,044	1,135,299	38%
629	Sewer Debt Service			120,000	(120,000)	
651	Centrak Service Overhead			16	(16)	
771	RORF	1,214,590	12,627	12,627	1,201,963	1%
773	2007 TABS			24	(24)	
803	Elderberry Mitigation	1,200			1,200	
831	Swim Team	29,436		11,455	17,981	39%
833	Festival de la Comunidad	10,012	199	21,486	(11,474)	215%
836	PCH HOA			41	(41)	
838	WPD Youth Services			1	(1)	
841	PD Cancer Fund			1,020		
839	Youth Day		1,020	185	(185)	
846	Quilt Festival	610		1	609	
Total Revenues		\$ 11,715,005	\$ 603,687	\$ 3,184,312	\$ 8,531,753	27%

City of Winters
 Summary of Expenditures
 July 1, 2017 through November 30, 2017

Fund	Description			% of Year Com		42%
		Budget 2017-2018	November Actual	Year to Date Actual	Budget Remaining	% of Budget Spent
101	General Fund Expenditures by Department					
110	City Council	\$ 14,260	\$ (2,430)	\$ 11,112	\$ 3,148	78%
120	City Clerk	8,959	33	2,515	6,444	28%
130	City Treasurer	381	6	30	351	8%
160	City Manager	41,338	(2,895)	18,808	22,530	45%
161	Economic Development & Housing	67,342	757	18,448	48,894	27%
163	Rogers Building			278	(278)	
170	Administrative Services	211,535	(5,188)	2,455	209,080	1%
180	Finance	4,156	(5,023)	(1,263)	5,419	-30%
210	Police Department	2,589,689	153,924	1,243,112	1,346,577	48%
310	Fire Department	906,881	49,781	494,319	412,562	55%
410	Community Development	116,025	18,553	72,630	43,395	63%
420	Building Inspections	296,671	23,423	139,922	156,749	47%
610	Public Works-Administration	413,925	4,345	44,791	369,134	11%
660	Public Works-Streets		(498)			
710	Recreation	10,286	1,889	3,793	6,493	37%
720	Community Center	107,221	9,911	53,715	53,506	50%
730	Swimming Pool	99,921	6,016	52,935	46,986	53%
999	Transfers Out			135	(135)	
	Total General Fund Expenditure	\$ 4,888,590	\$ 252,604	\$ 2,157,735	\$ 2,730,855	44%
104	Fireworks Fund	15,000		5,432	9,568	36%
106	Monitoring Fee	500			500	0%
105	Senior Fund	150			150	0%
108	Munchkin Summer Camp	23,457		21,420	2,037	91%
113	2007 Housing TABS		665	665	(665)	
115	Canine Program		3,404	3,512		
116	Police Cadet Program			367		
201	Fire Prevention Grant	200			200	0%
209	In Lieu Housing		-	178		
211	City Wide Assessment	309,288	21,744	160,909	148,379	52%
221	Gas Tax Fund	211,396	11,416	77,107	134,289	36%
231	State COPS 1913	99,276	6,860	34,847	64,429	35%
233	Realignment	8,000			8,000	0%
251	Traffic Safety	29,152	1,597	9,137	20,015	31%
252	Asset Forfeiture	3,000	2,518	8,409	(5,409)	280%
263	I-505 Overpass Grant		15,217	34,024		
272	Boost Grant	17,320	2,559	8,199	9,121	47%
278	Prop 84 Park Grant		1,592	8,892	(8,892)	
291	Beverage Recycling Grant	5,000		400	4,600	8%
294	Transportation	260,265	582,213	680,421	(420,156)	261%
299	After School Program	119,288	13,772	54,445	64,843	46%
308	RSTP Round About Grant		457,726	464,722		
309	SHOPP Round About Grant		36,078	36,630		
321	EDBG 99-688 Buckhorn	15,953	1,450	8,284	7,669	52%
322	EDBG 405-Cradwick	15,247	1,550	7,750	7,497	51%
324	YQAMD Grant			1,276	(1,276)	
351	RLF Housing Rehab		398	1,989	(1,989)	
355	RLF Small Business	87,557	676	3,383	84,174	4%
356	RLF HOME Program	180			180	0%
358	Program Income		1,320	21,453	(21,453)	
411	Street Impact Fee		15,702	979,116	(979,116)	
412	Storm Drain Impact Fee		6,311	15,683	(15,683)	
413	Park & Recreation Impact Fee		1,287	3,635	(3,635)	
414	Public Safety Impact Fee		1,225	3,350	(3,350)	
415	Fire Impact Fee		1,226	3,303	(3,303)	
416	General Facility Impact Fee		1,225	3,323	(3,323)	
417	Water Impact Fee		1,230	3,347	(3,347)	
418	Sewer Impact Fee		1,225	3,322	(3,322)	
419	Flood Fees		996	1,814		
422	Landfill Capital	9,500	18	7,977	1,523	84%
423	Street Capital		646	4,999	(4,999)	
424	Parks & Recreation Capital		2,148	81,907	(81,907)	
495	Monitoring Fee	61,403	8,162	12,826	48,577	21%
611	Water O & M	1,642,282	141,924	788,082	854,200	48%
612	Water Reserve		300	1,703	(1,703)	
615	07 Water Bonds		(96,115)	35,014	(35,014)	
616	Water Conservation Fund	2,700	62	308	2,392	11%
617	Water Meter Fund	6,000	23	296	5,704	5%
621	Sewer O & M	1,922,043	219,479	910,043	1,012,000	47%
622	Sewer Reserve		300	6,416	(6,416)	
651	Central Service Overhead	(2,000)	(18,458)	(18,458)	16,458	923%
652	Equipment Fund		2,432	2,432	(2,432)	
771	RORF	1,178,665	(66,778)	260,587	918,078	22%
773	2007 TABS		3,581	3,581	(3,581)	
831	Swim Team	70,088	3,212	10,605	59,483	15%
833	Festival de la Comunidad	7,950		14,736	(6,786)	185%
841	PD Cancer Fund		1,020	1,020		
846	Quilt Festival	200			200	0%
	Total Expenditures	\$ 11,007,650	\$ 1,647,743	\$ 6,952,553	\$ 4,597,364	63%

City of Winters
Cash and LAIF Balances Report
As of November 30, 2017

Fund	Description	Balance	Balance
		6/30/2017	11/30/2017
101	General Fund	\$ 15,918	\$ (827,896)
104	Fireworks Fund	(10,342)	(11,869)
105	Senior Fund	348	349
106	Monitoring Fee	1,712	1,720
107	Park Maintenance	2,281	2,292
108	Munchkin Summer Camp	16,145	1,489
110	Housing Successor Agency	(98,487)	(98,487)
113	Housing 2007 Tabs	824,073	827,527
115	Canine Program	17,253	22,807
116	Police Cadet	2,051	1,942
117	Community Garden Fund		40
201	Fire Prevention Grant	950	955
208	First Time Homebuyer	85,636	86,060
209	In Lieu Affordable Housing	248,633	248,623
211	City Wide Assessment	(52,112)	(205,749)
212	Flood Assessment District	3,882	3,902
221	Gas Tax	137,928	212,853
231	State COPS 1913	29,058	113,811
233	Realignment	109,341	109,674
236	BSCC Grant	9,403	9,403
237	Homeland Security Grant	(1,793)	(1,793)
251	Traffic Safety	94,724	91,064
252	Asset Forfeiture	8,139	2,364
254	Vehicle Theft Deterrent	50,638	50,888
263	I-505 Overpass Grant		(54,024)
272	Boost Grant	13,244	11,770
278	Prop 84 Park Grant	(176,135)	(213,144)
287	After School Contributions	765	767
291	Beverage Recycling Fund	27,028	30,539
294	Transportation(Including Bus S	479,221	105,908
299	After School Program	153,029	119,679
308	RSTP-Roundabout Grant		(303,145)
309	SHOPP Roundabout Grant		(23,894)
321	EDBG 99-688 Buckhorn	1,032	
324	YWAMD Grant	1,276	5,000
325	WRA Grants		12,020
355	RLF Small Business		(3)
356	RLF-HOME Program	111,645	112,197
358	Program Income Fund	653,897	656,432
411	Street Impact Fee	1,033,862	53,562
412	Storm Impact Fee	183,231	170,913
413	Parks and Recreation Impact Fe	(97,307)	(50,708)
414	Police Impact Fee	282,676	286,834
415	Fire Impact Fee	434,082	448,253
416	General Facilities Impact Fee	564,051	586,367
417	Water Impact Fee	540,567	542,588
418	Sewer Impact Fee	341,794	388,385
419	Flood Fee	232,407	232,138
421	General Fund Capital	474,212	476,555
422	Landfill Capital	176,027	168,900
423	Street Capital	112,073	105,935
424	Parks and Recreation Capital	706,978	653,259
427	Capital Equipment Fund	289,894	296,592
429	Service Reserve	785,259	786,437
481	General Plan 1992 Study	(396,636)	(383,588)
482	Flood Control Study	1,314	1,321
492	RAJA Storm Drain	77,350	77,543
494	Capital Asset Recovery Fee	127,310	132,577
496	Storm Drain Non-Flood	237	238
501	General Debt Service	56,954	57,236
611	Water O & M	(77,577)	(94,561)
612	Water Reserve	228,729	147,658
615	07 Water Bonds	38,046	(34,914)
616	Water Conservation	25,860	25,597
617	Water Meter	399,821	400,459
621	Sewer O & M	1,438,425	1,279,949
622	Sewer Capital	240,890	154,673
651	Central Services	1,206	18,126
652	Central Service w PD & FD	29,040	(1,122)
771	RORF	590,901	22,703
773	2007 TABS	12,781	5,601
831	Swim Team	67,175	65,559
833	Festival de la Comunidad	20,690	27,467
836	PCH HOA	15,364	15,440
838	WPD Youth Services	352	353
839	Youth Day	791	976
846	Quilt Festival	546	547
Total Cash and LAIF Balances		\$ 11,719,756	\$ 8,167,919

City of Winters
Fund Balances Report
Estimated Fund Balances as of November 30, 2017

Fund	Fund Name	Unaudited	Current Year	Current Year	Transfers	Estimated	Change From
		Fund Balance 6/30/2017	Revenues	Expenditures	In/(Out)	Fund Balance 11/30/2017	6/30/2017
101	General Fund	\$ (129,345)	\$ 918,667	\$ 2,157,735	\$ -	\$ (1,368,413)	\$ (1,239,068)
104	Fireworks Fund	(10,342)	3,905	5,432	-	(11,869)	(1,527)
105	Senior Fund	348	1	-	-	349	1
106	Monitoring Fee	1,716	5	-	-	1,721	5
107	City Park Maintenance	2,286	6	-	-	2,292	6
108	Munchkin Summer Camp	15,994	6,915	21,420	-	1,489	(14,505)
110	Housing Successor	36,177	-	-	-	36,177	-
112	Housing 04 TABS	150,000	-	-	-	150,000	-
113	2007 Housing TABS	824,482	3,710	665	-	827,527	3,045
115	Canine Program	-	9,028	3,512	-	5,516	5,516
116	Police Cadet Fund	-	255	367	-	(112)	(112)
117	Community Garden	-	40	-	-	40	40
201	Fire Prevention Grant	870	3	-	-	873	3
208	First Time Homebuyer	85,834	226	-	-	86,060	226
209	In Lieu Affordable Housing	248,456	345	178	-	248,623	167
211	City Wide Assessment	(45,011)	-	160,909	-	(205,920)	(160,909)
212	Flood Assessment District	3,891	10	-	-	3,901	10
221	Gas Tax	96,536	71,385	77,107	-	90,814	(5,722)
231	State COPS 1913	33,874	114,784	34,847	-	113,811	79,937
233	Realignment Funds	109,497	178	-	-	109,675	178
251	Traffic Safety	95,963	2,641	9,137	-	89,467	(6,496)
252	Asset Forfeiture	8,202	2,571	8,409	-	2,364	(5,838)
254	Vehicle Theft Deterrent	50,755	134	-	-	50,889	134
263	I-505 Overpass Grant	-	-	34,024	-	(34,024)	(34,024)
272	Boost Grant	14,843	9,227	8,199	-	15,871	1,028
278	Prop B4 Park	(204,251)	-	8,892	-	(213,143)	(8,892)
287	After School Program Contr	766	1	-	-	767	1
291	Beverage Recycling Grant	25,888	5,051	400	-	30,539	4,651
294	Transportation	620,339	6,766	680,421	-	(53,316)	(673,655)
299	After School Program	152,684	30,449	54,445	-	128,688	(23,996)
307	HRP Grant	150,000	-	-	-	150,000	-
308	RSTP Round About Grant	-	-	464,722	-	(464,722)	(464,722)
309	SHOPP Round About Grant	-	-	36,630	-	(36,630)	(36,630)
313	STBG-96-1043 Housing and P	(29,070)	-	-	-	(29,070)	-
314	98-HOME-347 Grant	127,146	-	-	-	127,146	-
316	HOME-Choc Project	2,843,180	-	-	-	2,843,180	-
321	EDBG 99-688 Buckhorn	94,274	1,909	(8,283)	-	87,900	(6,374)
322	EDBG 96-405 Cradwick	221,276	3,674	(7,749)	-	217,201	(4,075)
324	YQAMD Grant	-	5,000	1,276	-	3,724	3,724
325	WRA Grant	-	12,020	-	-	12,020	12,020
327	15-CDBG-10578 Grant	-	-	-	1,275	1,275	1,275
351	RLF Housing Rehabilitation	105,993	1,989	(1,988)	-	105,994	1
352	RLF Affordable Housing	308,788	-	-	-	308,788	-
355	RLF Small Business	39,930	492	(3,382)	-	37,040	(2,890)
356	RLF HOME Program	319,249	294	-	-	319,543	294
358	Program Income Fund	655,096	1,386	20,178	20,127	656,431	1,335
411	Street Impact Fee	944,239	8,346	979,116	-	(26,531)	(970,770)
412	Storm Drain Impact Fee	213,297	2,901	15,683	-	200,515	(12,782)
413	Parks & Recreation Impact	(92,462)	49,905	3,635	-	(46,192)	46,270
414	Public Safety Impact Fee	285,561	6,572	3,350	-	288,783	3,222
415	Fire Impact Fee	434,036	16,383	3,303	-	447,116	13,080
416	General Facilities Impact	564,826	24,926	3,323	-	586,429	21,603
417	Water Impact Fee	541,284	4,252	3,347	-	542,189	905
418	Sewer Impact Fee	341,668	49,641	3,322	-	387,987	46,319
419	Flood Control Fee	232,942	611	1,814	-	231,739	(1,203)
421	General Fund Capital	475,304	1,251	-	-	476,555	1,251
422	Landfill Capital	176,433	445	7,977	-	168,901	(7,532)
423	Street Capital	110,270	17	4,999	-	105,288	(4,982)
424	Parks and Recreation Capit	706,978	27,400	81,907	-	652,471	(54,507)
427	Equipment Replacement Fund	478,362	6,229	-	-	484,591	6,229
429	Service Reserve Fund	1,055,629	629	-	-	1,056,258	629
481	General Plan 1992	(395,871)	-	-	12,826	(383,045)	12,826
482	Flood Control Study	(123,683)	3	-	-	(123,680)	3
492	RAIA Storm Drain	67,851	103	-	-	67,954	103
494	CARF	127,476	5,101	-	-	132,577	5,101
495	Monitoring Fee	-	12,826	(12,826)	-	-	-
496	Storm Drain Non-Flood	238	1	-	-	239	1
501	General Debt Service	57,086	150	-	-	57,236	150
611	Water O & M	3,387,714	739,172	688,082	(100,000)	3,338,804	(48,910)
612	Water Reserve	148,524	1,455	1,703	-	148,276	(248)
615	2007 Water Bonds	146,185	-	35,014	-	111,171	(35,014)
616	Water Conservation	25,881	24	308	-	25,597	(284)
617	Water Meter Fund	400,256	499	296	-	400,459	203
619	Water Debt Service Fund	(3,074,226)	-	-	100,000	(2,974,226)	100,000
621	Sewer O & M	6,069,692	710,044	790,043	(120,000)	5,869,693	(199,999)
622	Sewer Reserve	161,090	-	6,416	-	154,674	(6,416)
629	Sewer Debt Service	(3,628,142)	-	-	120,000	(3,508,142)	120,000
651	Central Service Overhead	(394)	16	(18,458)	-	18,080	18,474
652	Equipment Lease	-	-	2,432	-	(2,432)	(2,432)
771	RORF	(14,142,531)	12,627	260,587	-	(14,390,491)	(247,960)
772	RDA Trust	608,993	-	-	-	608,993	-
773	2007 TABS	9,157	24	3,581	-	5,600	(3,557)
781	RDA Long Term Debt	1	-	-	-	1	-
803	Elderberry Mitigation Fund	253,020	-	-	-	253,020	-
831	Winters Library	64,706	11,455	10,605	-	65,556	850
833	Festival de La Comunidad	20,718	21,486	14,736	-	27,468	6,750
836	PCH HOA	15,399	41	-	-	15,440	41
838	WPD Youth Services	352	1	-	-	353	1
839	Youth Day Fund	791	185	-	-	976	185
841	PD Cancer Fund	-	1,020	1,020	-	-	-
846	Quilt Festival	546	1	-	-	547	1
911	General Fixed Assets	25,114,671	-	-	-	25,114,671	-
Total Estimated Fund Balance		\$ 28,810,181	\$ 2,928,809	\$ 6,697,046	\$ 0	25,041,944	(3,768,237)



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 16, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: November 2017 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2017 through November 30, 2017.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2017 through November 30, 2017. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of November 2017 reflects interest from the Money Market Account and the CDBG and EDBG loans.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
As of November 30, 2017

Fund	Description	November 30, 2017 Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND		\$ 1
105	SENIOR FUND		1
106	MONITORING FEE		5
107	PARK MAINTENANCE FUND		6
108	MUNCHKINS SUMMER CAMP		6
113	2007 HOUSING TABS		3,710
115	CANINE PROGRAM FUND		45
116	POLICE CADET FUND		5
201	FIRE PREVENTION FUND		3
208	FIRST TIME HOMEBUYER		226
209	In Ueu Affordable Housing	4	345
212	FLOOD ASSESSMENT DISTRICT		10
221	GAS TAX FUND		98
233	Realignment Fund		178
251	TRAFFIC SAFETY		241
252	ASSET FORFEITURE		6
254	VEHICLE THEFT DETERRENT		134
287	AFTERSCHOOL DONATIONS		1
291	BEVERAGE RECYCLE GRANT		51
294	TRANSPORTATION/BUS		213
299	AFTER SHCOOL PROGRAM		282
321	EDBG 99-688	378	1,909
322	EDBG 96-405 CRADWICK	729	3,674
351	RLF HOUSING REHAB	398	1,989
355	RLF SMALL BUSINESS	95	492
356	RLF HOME PROGRAM		294
358	PROGRAM INCOME FUND	2	1,386
411	STREET IMPACT FEE	23	118
412	STORM IMPACT FEE		426
414	POUCE IMPACT FEE		733
415	FIRE IMPACT FEE		910
416	GENERAL FACILITY IMPACT FEE		969
417	WATER IMPACT FEE		1,172
418	SEWER IMPACT FEE	7	240
419	FLOOD OVERLAY		611
421	GENERAL FUND CAPITAL		1,251
422	LANDFILL CAPITAL		445
423	STREET CAPITAL	4	17
424	PARKS & REC CAPITAL	20	101
427	EQUIPMENT REPLACEMENT FUND		764
429	SERVICE RESERVE		629
482	FLOOD CONTROL STUDY		3
492	RAJA STORM DRAIN		103
494	CARF		190
496	STROM DRAIN NON-FLOOD		1
501	GENERAL DEBT SERVICE		150
612	WATER RESERVE		16
616	WATER CONSERVATION		24
617	WATER METER FUND		499
621	SEWER O & M		2,027
771	RORF	12,627	12,627
773	2007 TABS		24
831	SWIM TEAM		202
833	FESTIVAL DE LA COMUNIDAD		33
836	PCH HOA		41
838	WPD Youth Services		1
839	Youth Day Fund		3
846	QUILT FESTIVAL		1
	TOTAL INVESTMENT EARNINGS	<u>\$ 14,287</u>	<u>\$ 39,642</u>