



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, April 17, 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, April 3, 2018 (pp. 5-8)
- B. Homeless Coordination Project Contract (pp. 9-28)
- C. Final Acceptance of Public Improvements Along Matsumoto Lane for Starbucks and Directing the City Clerk to Final a Notice of Completion (pp. 29-31)
- D. Proclamation of the City Council of the City of Winters Honoring May 3rd, 2018 as the Big Day of Giving Led by the Sacramento Region Community Foundation (pp. 32-34)
- E. Claim Against the City of Winters by Adelaido Rodriguez (pp. 35-44)
- F. Street Closure Request and Amplified Sound Permit Application for "Youth Day Friday Festival" on April 27th, Sponsored by the Winters Chamber of Commerce (pp. 45-50)

PRESENTATIONS

Vasey Coman, Marketing Manager of the Sacramento Region Community Foundation to Receive the Proclamation Honoring May 3rd, 2018 as the Big Day of Giving

Public Works Presentation (pp. 51)

DISCUSSION ITEMS

- 1. Winters Police Department's Revised Axon Quote for the Purchase of Body Worn Cameras (BWC) (pp. 52-60)
- 2. Approval of Nature Park Extension Project (pp. 61-91)
- 3. 2016-2017 Comprehensive Annual Financial Report (CAFR) (pp. 92-95) *Report is Under Separate Cover at:*
http://www.cityofwinters.org/wp-content/uploads/2017/12/FinalCAFR_FY2016-17.pdf
- 4. Introduction of Ordinance 2018-01, an Ordinance of the City Council of the City of Winters Adding Chapter 10.36 to the City of Winters Municipal Code to Implement the Speed Limits Consistent with Current Engineering and Traffic Surveys (pp. 96-102)

5. Resolution 2018-09, a Resolution of the City Council of the City of Winters Amending the 2018-2019 Adopted Operating Budget to Amend the Landfill Monitoring Services Contract with Wallace Kuhl & Associates (pp. 103-109)

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

1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 17, 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 April 12, 2018, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

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

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City Hall – Finance Office - 318 First Street

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the Winters City Council
Held on April 3, 2018

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

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu and Mayor Wade Cowan
Absent: None
Staff: City Manager John W. Donlevy Jr., City Clerk Nanci Mills, City Attorney Ethan Walsh, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Fire Chief Brad Lopez and Management Analysts Dago Fierros and Tracy Jensen.

Dago Fierros led the Pledge of Allegiance.

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

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 20, 2018
- B. Parade Permit Application, Amplified Sound Permit and Request for Annual Donation for the Annual Youth Day Celebration to be held on Saturday, April 28, 2018
- C. Downtown Hotel Development Impact Fee Payment Agreement
- D. Proclamation Honoring Retiring Winters Fire Protection District Commissioner Donald A. Rominger
- E. Proclamation Recognizing National Library Week, April 8-14, 2018

Council Member Anderson recused himself from Items B & C due to a possible conflict of interest.

City Manager Donlevy gave an overview and confirmed the payment schedule included in the Downtown Hotel Development Impact Fee Payment Agreement will be on a quarterly basis, although the agreement contains a monthly payment schedule.

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

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

PRESENTATIONS

Council Member Neu read aloud and presented the National Library Week Proclamation to Scott Love, West Yolo Regional Manager, Toni Mendieta, Winters Community Library Supervisor, and WFOL representatives Rebecca Fridae and Carol Scianna.

DISCUSSION ITEMS

1. Resolution 2018-08 Adopting 2018-2019 Project List Funded by Senate Bill 1: Road Repair and Accountability Act (SB 1)

Management Analyst Dago Fierros gave an overview of the 2017/2018 and 2018/2019 Street/Road Rehabilitation Project lists and provided a 3-year project timeline by year. He reviewed the project lists containing the projects slated for this year as well as the projects slated for next year and said these lists must be submitted to the California Transportation Commission by May 1st of each fiscal year and must include a description, location, schedule for completion and the estimated useful life of the improvement.

Council Member Biasi said there had been progress made regarding sidewalks but noted there were no sidewalks listed on the 2018/2019 project list and he wants to keep sidewalks on the radar. He also asked if staff would be coming back with the 2019/2020 list at a later date. Dago said the project list for each fiscal year and a resolution will come back for Council approval by May 1 of each year to be eligible for SB1 funding. Council Member Loren asked whether the City had a backup plan if SB1 is overturned.

A motion was made by Council Member Loren to adopt Resolution 2018-08, adopting the 2018-2019 Project List funded by SB1, the Road Repair and Accountability Act. Mayor Cowan asked if anyone would like to comment on this item and there was no response. Council Member Biasi then seconded the motion, which was approved by 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: City Manager Donlevy said he had gone to the Governor's Office of Planning and Research (OPR) website, which provided a lot of information and a guidebook on general plans and various elements. The website contained an aggressive implementation plan, which the City is not ready to do. Staff will go through and make sure the City meets the state requirements and money will be allocated in the upcoming budget to address any general plan requirements.

Kate Kelly thanked Council for directing staff to review the OPR website information. She said the statewide policy applies to metropolitan areas, but a lot of it also applies to smaller jurisdictions. Kate recommended collecting a general plan update fee as part of the building permit fee, reflecting the concept that the permit holder would benefit from a new general plan. City Manager Donlevy said a monitoring fee is included with impact fees, which were recently updated. Once the City gets past paying the existing general plan debt, funds would then be applied to future general plan amendments. The City amassed a huge debt in 1989-1992 and the City has chosen to pay for it and not make developers or builders pay for it. Council Member Loren asked if staff could look at monitoring fees from other cities and compare.

City Manager Donlevy and Council Member Anderson, Board Member and Liaison to Yolo County Transportation, respectively, sat on the panel to award the transit operator for the next 12 years. Of the three applicants, the panel unanimously recommended Transdev, who included micro transit opportunities and provided a solid proposal from a financial standpoint.

Staff and an environmental consultant will meet with Regional Water Quality Board regarding the issue at the landfill. Staff will stress that the City has had an extensive ground water monitoring program since 2003 and have installed 16 wells since then. The report does not consider wells and over the past three year, two of the monitoring wells have gone dry due to the drought. Most of the wells are less than 100 ft. The City knows there is no toxic plume based on the other wells in the area.

Staff is working on an impact fee program to bring to Council. One area where they are increasing is parks, including the sports park and the Community Center. They are the first major facilities to be put into that element..

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:25 p.m. in memory of Newt Wallace, who passed away on Easter Sunday a couple months shy of his 99th birthday. Newt was part of Winters history and was the Oldest Paperboy on record and may he rest in peace.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Homeless Coordination Project Contract

RECOMMENDATIONS:

Staff recommends that the City Council authorize the execution of the Agreement for the Homeless Coordination Project

BACKGROUND:

In 2007, Yolo County and the Cities in the County joined West Sacramento, lead agency for the project, to apply for a Community Development Block grant (“CDBG”) to develop a 10 year plan for Ending and Preventing Homelessness throughout the County. With the award of a planning and technical grant in 2008, work began on the development of the plan.

In partnership with the Yolo County Board of Supervisors and the City of Davis, West Sacramento, and Woodland, Winters participated in the development of a Ten-Year Plan to End Homelessness in Yolo County. The 10-Year Plan was presented and approved by the City Council on January 19, 2010. At the April 20, 2010 City Council meeting, approved Resolution 2010-20, appointing a City Council member to serve on the Executive Commission.

Now referred to as the “Yolo County Strategic Plan to End Homelessness”, these plans are encouraged by the U.S. Interagency Council on Homelessness and are result-oriented plans that incorporate cost-benefit analyses, prevention, housing and service innovations, and best practices with a goal of reducing homelessness. In addition, having an approved plan provides additional funding opportunities to local organizations that serve homeless individuals and families.

As a result of the strategic planning activity of the Executive Commission, an agreement

for establishing and funding a Homeless Coordination Project was developed. The Winters City Council authorized the execution of the Agreement for the Homeless Coordination Project at the City Council meeting of January 15, 2013. That agreement commenced on July 1, 2012 and with a self-renewing clause for 2 additional years, that agreement was set to expire on June 30, 2015. At the June 15, 2015 City Council meeting, Council approved an agreement that ran July 1, 2015 through June 30, 2016, with the option to renew for two additional years. The Homeless Coordination Project includes a Homeless Coordinator and a Cold Weather Shelter. The Agreement for the Homeless Coordination Project uses the cost sharing agreement made between the City Managers. While it does not require a financial contribution from the City of Winters, it does recognize the City of Winters as an ongoing partner in the Project.

The term of the Agreement shall be July 1, 2018 to June 30, 2021. The total contract amount for each of the 3 fiscal years is \$73,300.

FISCAL IMPACTS:

No Fiscal Impact

ATTACHMENTS:

Homeless Coordination Project Agreement and Attachments

AGREEMENT No. _____
(Agreement for the Homeless Coordination Project)

This Agreement is made and entered into this 8th day of February 8, 2018, by and among the County of Yolo, a political subdivision of the State of California, ("County"), and the City of Davis, City of West Sacramento, City of Winters and City of Woodland, each of which is a municipal corporation, ("City" or "Cities").

RECITALS

WHEREAS, the parties desire to continue activities begun on February 15, 1988 pursuant to Yolo County Agreement No. 88-36, and continued by Agreement Nos. 90-23, 93-154, 96-162, 99-297, 02-268, 05-275 and 06-284 to:

- A. Improve and expand services to homeless and very poor citizens of Yolo County;
- B. Increase funding for local agencies serving the homeless and very poor citizens of Yolo County;
- C. Increase the efficiency with which grant funds are obtained and managed by these agencies;
- D. Develop and maintain the resources necessary for these agencies to fulfill their missions.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. County will provide the homeless services coordination and cold weather shelter services and materials as set forth in Attachments A (Homeless Coordinator Scope of Work) and B (Cold Weather Shelter Scope of Services), in accordance with the budget and cost shares set forth in Attachments C (Budget) and D (Cost Shares). Attachments E (State Law and Regulations) and F (Federal Law and Regulations) are also attached to this Agreement to indicate, together with Attachment B, the general terms and conditions that will govern any subsequent contract with a consultant or contractor to operate the Cold Weather Shelter.

2. Term:

The term of the Agreement shall be July 1, 2018 to June 30, 2021.

3. Licenses:

County shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to provide the services required in this Agreement.

4. Standards:

County shall perform the services described in a professional and business-like manner. All work products shall be prepared in accordance with the standards of quality satisfactory to the Cities in their reasonable discretion.

5. Personnel:

County shall assign only competent personnel to perform services pursuant to this agreement.

6. Indemnification:

Each party (the indemnifying party) shall indemnify, defend and hold harmless the other parties, their officers, agents, employees and volunteers from and against all claims, demands, losses, damage, liability, cost and expenses of whatsoever nature including court costs and attorneys' fees accruing or resulting to any party who may be injured by the negligent acts or omissions of the indemnifying party in the performance of this Agreement.

7. Records:

County shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each City at any reasonable time during the performance of this Agreement and for a period of three years from and after the date of final payment under this Agreement.

8. Independent Contractor:

It is specifically understood and agreed that the County is an independent contractor and is not subject to the direction and control of any City except as to the final result. County shall be solely liable and responsible to pay all required taxes and other personnel and retirement obligations including, but not limited to, withholding and Social Security. County agrees to indemnify and hold each City harmless from any such liabilities that it may incur to the Federal or State governments as a consequence of this Agreement.

9. Time:

Time is of the essence of this Agreement.

10. Amendments:

The parties reserve the authority to modify the terms of this Agreement; however, no amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the parties hereto.

11. Laws:

The County shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits in performing the services required by this Agreement. The County shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

12. Successors:

This Agreement shall inure to the benefit and bind the successors of each of the parties.

13. Payment:

Each City shall to pay to County the sums set forth in Attachment E (Cost Shares) within 30 days of execution of this Agreement, and by December 31st of each subsequent contract year. Any unexpended funds shall be returned to the Cities according to the Cost Shares set forth in Attachment E no later than November 30th of each contract year.

14. Notice:

All notices authorized or required by this Agreement shall be deemed to be served and effective for all purposes on the fifth day after which they are reduced to writing and deposited in the United States mail, postage prepaid and addressed as follows:

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695

Mike Webb, City Manager
City of Davis
23 Russell Boulevard, Suite 1
Davis, CA 95616

Paul Navazio, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

County of Yolo
Karen Larsen, HHSA Director
137 North Cottonwood Street
Woodland, CA 95695

Martin Tuttle, City Manager
City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

John W. Donlevy, Jr., City Manager
City of Winters
318 First Street
Winters, CA 95694

15. Termination:

The County may terminate this Agreement for any reason or no reason by giving written notice to the Cities 30 days' before the next fiscal year begins.

16. Entire Agreement:

This Agreement constitutes the entire agreement between the parties 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.

17. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

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

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

COUNTY OF YOLO

By _____
Oscar Villegas, Chair
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 WEST SACRAMENTO

By _____
Christopher L. Cabaldon, Mayor

ATTEST:

By _____
Kryss Rankin, City Clerk
(Seal)

APPROVED AS TO FORM:

By _____
Jeffrey Mitchell, City Attorney

CITY OF DAVIS

By _____
Robb Davis, Mayor

ATTEST:

By _____
Zoe S. Mirabile, City Clerk
(Seal)

CITY OF WINTERS

By _____
Wade Cowan, Mayor

ATTEST:

By _____
Nanci Mills, City Clerk
(Seal)

CITY OF WOODLAND

By _____
Enrique Fernandez, Mayor

ATTEST:

By _____
Ana Gonzalez, City Clerk
(Seal)

ATTACHMENT A

Scope of Work Yolo County Homeless Coordinator

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Yolo County Health and Human Services Agency
137 N. Cottonwood St.
Woodland, CA, 95695

II. PURPOSE

The Homeless Coordinator works to eliminate gaps in services for people who are low-income and or experiencing homelessness in Yolo County by coordinating countywide initiatives targeting poverty and homelessness.

III. TARGET POPULATION

People who are low-income and/or experiencing homelessness in Yolo County.

IV. SERVICES

County shall perform the following duties:

- A. Provide direct support to the Homeless and Poverty Action Coalition (HPAC); work with the HPAC officers to prepare monthly HPAC meeting agenda; communicate regularly with HPAC members; attend HPAC and Continuum of Care meetings; serve as a resource to HPAC in providing information to be used in public outreach; report regularly to HPAC on activities for the current period including, but not limited to, grant opportunities, HUD requirements and changes, legislative updates, collaborative efforts of HPAC members, and outreach efforts.
- B. Facilitate various work groups to address emerging homelessness issues and strategic plan measureable objectives, including coordinating HPAC's input into development and implementation of the County's Strategic Plan to End Homelessness.
- C. Identify and research federal, state, local and private grants; write and/or coordinate submission of collaborative grant proposals; coordinate necessary letters of support to federal, state and local agencies; coordinate review of grant proposals by appropriate local governing bodies; obtain all required signatures and local government approvals; maintain timely coordination and communication with involved parties regarding grants management issues; ensure all grant requirements are met; serve as

liaison between the services and internal and external groups to manage programs and funds.

- D. Establish close working relationships and serve as liaison with local staff of the federal department of Housing and Urban Development (HUD); write and coordinate the submission of a high quality annual Continuum of Care plan to HUD;
- E. Track grant information and prepare written and verbal reports of all grants activities including, but not limited to, grants applied for, grants received by County and by amount, and cumulative totals of grant funds applied for and received.
- F. Maintain expertise on best practices in issues affecting homelessness, including trends in funding; disseminate best practices information to groups, including law enforcement, as relevant and supportive to their roles in assisting individuals and families who are living homeless.
- G. Facilitate a local process to design and implement the Yolo County Coordinated Entry system.
- H. Oversee electronic data reporting to HUD, including the Housing Inventory Count and the Homeless Point in Time Count; ensure data integrity; coordinate data gathering and reporting amongst larger community groups.
- I. Provide community based organizations with information about non-governmental grant opportunities to facilitate their growth and development.
- J. Develop a process for providing both County and city performance outcome information related to homelessness on a regular basis.
- K. Conduct timely strategic planning and coordination prior to the annual Homeless Point-in-Time count.
- L. Conduct an annual Housing & Homeless Summit, to include community-based organizations, cities, law enforcement, first responders, and other representatives associated with homeless service provision.
- M. Provide semi-annual reports to HPAC and the Cities that include information on major activities and accomplishments and grants applied for and received in the local homeless continuum of care during the 6-month period. Reports will be submitted within 30 days of the end of the 6-month period.

ATTACHMENT B

Scope of Work Cold Weather Shelter

County shall hold a competitive bidding process to select a qualified subcontractor to provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the location of the selected subcontractor.

II. PURPOSE

To improve the lives of homeless persons in Yolo County by providing emergency shelter and case management services during the winter months.

III. TARGET POPULATION

People experiencing homelessness in Yolo County.

IV. SERVICES

The subcontractor will provide shelter(s) in accordance with the following minimum requirements:

- A. The subcontractor shall provide shelter services for a total of 120 nights per program year, from November 15th to March 15th unless, with consent of the Director, weather conditions warrant a later or earlier opening or closing date.
- B. The subcontractor shall provide not less than 10 beds per night at a rate of \$29 per bed per night.
- C. The subcontractor shall provide at a minimum, the following items to cold weather shelter clients staying at the shelter:
 1. On-site nutritious breakfast each morning.
 2. As needed, personal cleaning and hygiene items, including but not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs and toilet paper.
 3. Case management after no more than seven nights of shelter services. Case managers must complete a full intake, which includes client's history of homelessness, employment and income. Case managers must assist clients with improving their overall wellness by developing case plans that address four key areas, including (a) housing stability, (b) self-sufficiency, (c) physical health, and (d) behavioral health.
 4. Assess clients' needs and direct to resources such as disability income, veterans benefits, medical assistance, employment and housing assistance.

- D. The subcontractor shall provide hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week.
- E. The subcontractor shall ensure that:
1. Loitering is prohibited in the vicinity of the shelter.
 2. Drugs and alcohol are prohibited within, and in the vicinity of, the shelter.
 3. All disturbances are reported immediately to the appropriate jurisdiction's law enforcement agency.
 4. The area around the shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.
- F. The subcontractor shall ensure that shelter shall be open to all persons, regardless of race, religion, sexual orientation, gender, and age, and any denial of access to the shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules and/or lack of need criteria.
- G. The subcontractor shall operate the shelter in a manner consistent with municipal fire safety regulations and occupancy requirements.
- H. An operable telephone and emergency phone number shall be available at all times during operation of the shelter.
- I. The subcontractor shall utilize the Homeless Management Information System (HMIS) to track all client intake, assessment, and status update information. Contractor's HMIS use shall be in compliance with the Continuum of Care's (CoC) existing HMIS, Coordinated Entry, and Homeless and Poverty Action Coalition (HPAC) Policies and Procedures. Reports will be generated from HMIS to determine program outcomes.
- J. Should the subcontractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the subcontractor shall notify the Director by 5:00 pm the same day.
- K. The subcontractor shall notify the Director and the Cities if the subcontractor deems it advisable to change the shelter location from the approved site. The subcontractor shall not change the shelter location without the approval of the Director.
- L. Closure: The subcontractor may determine that closure of the shelter is advisable due to the following conditions:
1. Unusually warm weather
 2. Lack of guests
 3. Conditions which render the shelter building unsafe for occupancy
- M. If the subcontractor takes action to close the shelter, the subcontractor shall notify the Director and the Cities by the next business day following closure as to the plans for reopening the shelter, if any.
- Notification shall be made to:
- County of Yolo; Attn: Karen Larsen, HHSA Director, 137 North Cottonwood St., Woodland, CA 95695

- City of Davis; Attn: Mike Webb, City Manager, 23 Russell Bl., Suite 1, Davis, CA 95616
- City of West Sacramento; Attn: Martin Tuttle, City Manager, 1110 West Capitol Av., 3rd Floor, West Sacramento, CA 95691
- City of Winters; Attn: John W. Donlevy, Jr., City Manager, 318 First St., Winters, CA 95694
- City of Woodland, Attn: Paul Navazio, City Manager, 300 First St., Woodland, CA 95695

ATTACHMENT C

Homeless Coordination Agreement Budget

Fiscal Year 2018-19	
Homeless Coordinator	\$35,000
Cold Weather Shelter	\$38,300
Total	\$73,300

Fiscal Year 2019-20	
Homeless Coordinator	\$35,000
Cold Weather Shelter	\$38,300
Total	\$73,300

Fiscal Year 2020-21	
Homeless Coordinator	\$35,000
Cold Weather Shelter	\$38,300
Total	\$73,300

ATTACHMENT D

Homeless Coordination Agreement- Annual Cost Sharing Breakdown
Fiscal Years 2018-19, 2019-20, and 2020-21

Jurisdiction	Cost Share	Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	13.64%	\$10,000	\$0	\$10,000
City of West Sacramento	27.29%	\$10,000	\$10,000	\$20,000
City of Woodland	27.29%	\$10,000	\$10,000	\$20,000
County of Yolo	31.78%	\$5,000	\$18,300	\$23,300
Total	100%	\$35,000	\$38,300	\$73,300

Attachment E

State Law and Regulations

1. Drug-free Workplace Certification. County certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.) and will take the following actions:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the County's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The County's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.a.
 - d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will.
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f.

If the County fails to comply with these requirements a City may suspend contract payments or terminate the contract, or both. If a City finds the County has made a false certification or failed to carry out these requirements, the County may also be ineligible for future State awards.

2. Nondiscrimination Clause.

- a. The County, its contractors and subcontractors may not unlawfully discriminate against employees or job applicants for any of the reasons listed, and must insure that the employees and applicants are treated and evaluated free from discrimination or harassment. The Fair Employment and Housing Act and regulations are incorporated into your contract by reference and the County must comply with them. The County and subcontractors must also give written notice of their obligations to any labor organizations they have agreements with.
- b. The County and its contractors and subcontractors must include the nondiscrimination and compliance clause (2.a above) in all of the contracts and subcontracts for work under this CDBG contract. (See Chapter 4 for further information on complying with nondiscrimination and equal opportunity requirements.)

Attachment F

Federal Laws and Regulations

1. Anti-Lobbying Certification. You must include in all contracts and subcontracts for the work under this Agreement the certification language given in this clause beginning with "The undersigned certifies" The certification assures that no federal funds are used to influence members of Congress, and that if any non-federal funds are used to lobby Congressional members or staff, the certifier will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying". Failure to file the certification may result in a fine.
2. Bonus or Commission, Prohibition Against Payments of. Your contract monies may not be used to pay bonuses or commissions to try to obtain application approval or other approvals required under your contract or by program statutes and regulations.

This does not prohibit the use of program funds for legitimate technical assistance, consulting or management services provided they are eligible program costs.

3. Citizen Participation. You must follow State and federal program regulations pertaining to Citizen Participation. You must:
 - Provide for and encourage citizen participation in your CDBG program.
 - Conduct public hearings to inform the public of your proposed and actual use of CDBG funds, obtain citizens' views, and respond to proposals and questions.
 - Provide an address, phone number, and times for submitting complaints and grievances about the program, and respond in writing to written complaints and grievances within 15 working days, whenever possible;
 - Maintain a public information file to provide the written program information. Public hearing notices should inform citizens of the location of the public information file.

See Chapter 18 for additional information about the Citizen Participation Requirements and a sample Public Notice.

4. Clean Air and Water Acts. Your activities under this contract are subject to the requirements of both the Clean Air Act and Water Pollution Control Act, and the applicable regulations.

5. Conflict of Interest of Certain Federal Officials. No Congressional representative and no resident commissioner shall receive any benefit from this contract agreement or activity.

6. Equal Opportunity. You must comply with the various laws and requirements listed, as follows:

a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

In accordance with the federal statutes and regulations, you may not discriminate or exclude from employment or program participation any person due to race, color, national origin, sex, age, handicap, religion, familial status or religious preference.

b. Rehabilitation Act of 1973 and the "504 Coordinator":

You agree to implement the Rehabilitation Act of 1973, as amended, and its regulations. This involves evaluating the jurisdiction's current policies and practices, and modifications made to ensure compliance with Section 504. If you have 15 or more employees, you must designate a person as the "504 Coordinator" (see Chapter 4).

c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

This compliance section is commonly known as "Section 3." Section 3 requirements are applicable to you, the County, if your contract exceeds \$200,000, and is used for housing rehabilitation, housing construction, or other public construction activities. Section 3 is also applicable to your contractors and subcontractors performing work on Section 3 covered projects when your CDBG contract exceeds \$200,000 and their contract or subcontract amount exceeds \$100,000. Section 3 does not apply to contracts for the purchase of supplies and materials only (no installation). Your contract specifies that:

1) You agree to comply with "Section 3" which requires that you provide, as much as possible, opportunities for training and employment to lower income residents of your CDBG project area, and contracts to businesses in or principally owned by persons living in the project area.

- 2) You agree that you have no other contractual or other concern that prevents your compliance with the Section 3 requirements.
- 3) You must include the text of this section (c) in all of your contracts and subcontracts for the project. You cannot approve any contract until the contractor or subcontractor has provided you with a written statement of its ability to comply with these requirements.
- 4) Your compliance with Section 3 requirements is a condition of receiving this federal funding, and non-compliance will subject you to sanctions.

d. Americans with Disabilities Act (ADA) of 1990:

You assure that you comply with the ADA and applicable regulations and guidelines thereof which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

e. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

You agree to place in every construction contract and subcontract over \$10,000 the specified language regarding:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246);
- Standard Equal Employment Opportunity Construction Contract Specifications; and
- Goals and Timetables from U.S. Department of Labor.

(Refer to Chapter 4 for detail on equal opportunity requirements and the complete text of the required contract clauses described above.)

8. Flood Disaster Protection. The Flood Disaster Protection Act, Section 202(a) prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) mandates the purchase of flood insurance for buildings located in SFHAs as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. However, flood insurance is not required for routine maintenance activities.

9. Labor Standards - Federal Labor Standards Provisions. You must abide by and include in full in all contracts subject to these provisions, provisions regarding the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5.
10. Lead-Based Paint Hazards. If your contract is for acquisition or rehabilitation of residential structures, you must comply with HUD's Lead-Based Paint regulations. See Chapter 3 and 16 for additional information about Lead-Based Paint.
11. NLRB Certification. When you sign your contract you are stating under penalty of perjury that you have had no more than one unappealable finding of contempt of court issued by a federal court in the preceding two years because of your failure to comply with a federal court order to comply with a National Labor Relations Board order.
12. Procurement. You are required to procure goods and services which will be paid for in whole or part with CDBG funds in a manner providing full and open competition.
13. Program Income. You agree to account for receipt and expenditure of any program income you have from this contract and any prior contracts generating such income.

At contract close-out, if the City finds you did not meet the national objectives or public benefit requirements, it may recapture program income and/or part or all of your contract and/or exclude your jurisdiction from further CDBG funding.

14. Relocation, Displacement and Acquisition. When your project activity involves acquisition of real property, you must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. You also must comply with federal relocation law when your project includes rehabilitating rental housing units and results in increased rents to TIG households. You may pay relocation expenses with your CDBG funds.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Final Acceptance of Public Improvements along Matsumoto Lane for Starbucks

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

BACKGROUND: The Starbucks project consists of a 2,200 square foot Starbucks coffee shop with drive-thru, with access off of Matsumoto Lane. It is part of a 3-parcel development that will also include a new Chevron building and a new Fairfield Inn Hotel.

The Applicant entered into a Public Improvement and Maintenance Agreement, for required improvements within the public right of way. The improvements along the frontage of Matsumoto Lane, extending north of E. Grant Avenue, consist of a commercial driveway, curb, gutter, and sidewalk, road widening, utility services, and signing and striping. Construction started in late September 2017 and was recently completed.

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

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

Recording Requested by

CITY OF WINTERS

When Recorded Mail To:

Nanci G. Mills, City Clerk
City of Winters
318 First Street
Winters, CA 95694

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is the owner of the interest or estate in the hereinafter described real property, the nature of which estate or interest is fee simple.

The full name and address of the owner and of any and all co-owners is the City of Winters, 318 First Street, Winters, CA 95694.

The nature of the title of the undersigned is City Manager.

The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint Co-owner's Name(s) and Complete Address: None

The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individuals: None

A work of improvement on the property described below commenced in late September, 2017 and was completed on April 17, 2018.

The name of the original contractor for the work of improvement was: Ashraf Ali, 5000 East 2nd Street, Benicia, CA 94510.

The kind of work done or finished was the completion of the Starbucks project, part of a 3-parcel development that will also include a new Chevron building and a new Fairfield Inn Hotel and the required improvements within the public right-of-way. The public improvements are located along the frontage of Matsumoto Lane, extending north of E. Grant Avenue that include a commercial driveway, curb, gutter, and sidewalk, road widening, utility services, and signing and striping.

The property on which the work of improvement was completed is within the City of Winters, County of Yolo, State of California, and is located at the intersection of E. Grant Avenue and Matsumoto Lane, Winters, CA.

Dated this 17th day of April, 2018.

(Owner's Signature) City Manager, City of Winters

John W. Donlevy, Jr.
(Owner's Typed or Printed Name)

VERIFICATION

I, the undersigned, say:

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

_____, Winters, CA
(Date) (Place)

(Signature) Nanci G. Mills, City Clerk

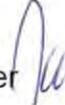
This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (refer to Civil Code Section 3093.) For this purpose, an owner is the person who causes a building, improvement, or structure to be completed, modified, or fixed, whether the interest or estate is in fee, as a vendee under contract or purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (Civil Code Section 3092(g), 3093.) This form is for use with a private work of improvement only, and is not intended for public sector application.

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against the project (Civil Code Section 3115(b)); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (Civil Code Section 31.) Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (Civil Code Sections 3115, 3116.)

The owner must record the notice in the office of the County Recorder of the county where the site is located within ten (10) days after the work of improvement is completed (Civil Code Section 3093.) This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield the owner properly (Civil Code Section 3117.)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services/City Manager
SUBJECT: Proclamation Honoring May 3rd, 2018 as the Big Day of Giving Led by the Sacramento Region Community Foundation

RECOMMENDATION: Adopt the attached Proclamation Honoring May 3rd as the Big Day of Giving.

BACKGROUND: Big Day of Giving is a 24-hour giving challenge that brings together the region's non-profit community to help raise much needed unrestricted funds and shine a spotlight on the work nonprofits do to make the Sacramento region the place we call home.

Big Day of Giving is an opportunity for donors to show their community pride and support the nonprofits that make our region great, and it is also a year-long capacity building program that helps local nonprofits hone their skills in marketing, social media, and board and donor engagement. Each time a participating non-profit puts these skills to work throughout the year, the effort is considered a success!

May 3rd is the Big Day of Giving and an opportunity to make donations that make a big difference to the Winters community, including donations to the Winters Education Foundation (WEF), Center for Land Based Learning, Winters Theater Company, Winters Friends of the Library, Winters Farm to School program, and the Winters Putah Creek Council.

FISCAL IMPACT: None



A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF WINTERS HONORING MAY 3, 2018 AS THE
BIG DAY OF GIVING LED BY THE SACRAMENTO REGION COMMUNITY
FOUNDATION

WHEREAS, the City Council of the City of Winters, California, does hereby find as follows:

WHEREAS, May 3, 2018 is the Big Day of Giving in our region;

WHEREAS, the Big Day of Giving, a 24-hour giving challenge starting at midnight and ending at 11:59pm on May 3rd, aims to raise millions in unrestricted funds for 585 nonprofits across the region and engage thousands of new donors;

WHEREAS, the Big Day of Giving is led by Sacramento Region Community Foundation and its affiliates, and supported by many partner organizations region-wide;

WHEREAS, the Big Day of Giving has raised over \$23 million for over 600 area nonprofits, from over 40,000 donors since 2013;

WHEREAS, the Big Day of Giving provides an opportunity to promote and advance philanthropy and giving, and offer a vehicle for many charitable donors to support the causes they care about;

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

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

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

WHEREAS, the Big Day of Giving has enlisted many partners to provide prize challenges that make donations go further and motivate donors to give and nonprofits to compete;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City Council of the City of Winters, California, that May 3rd, 2018 be recognized as the Big Day of Giving to raise the level of philanthropy in the region.

PASSED AND ADOPTED this 17th day of April, 2018.

Mayor Wade Cowan

Mayor Pro Tem Bill Biasi

Councilmember Harold Anderson

Councilmember Jesse Loren

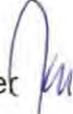
Councilmember Pierre Neu

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk
SUBJECT: Claim Against the City of Winters – Adelaido Rodriguez

RECOMMENDATION:

It is recommended that the City Council deny the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is denied and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$1,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Adelaido Rodriguez</u>		Date of Birth of Claimant <u>10-10-63</u>
Home Address of Claimant <u>955 Rail Road Ave Winters CA</u>		Occupation of Claimant <u>Disabled</u>
Business Address of Claimant <u>530/902-6332</u>		Home Telephone Number <u>902-6332</u>
		Business Telephone Number <u>N/A</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim:		
When did DAMAGE or INJURY occur? Date <u>3-30-18</u> Time <u>10.00</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES <input type="radio"/> NO <input checked="" type="radio"/> (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

At the end of Dutton St around Right side by dog Park

Describe in detail how the DAMAGE or INJURY occurred:

chery Impala left side of 2011 passenger door rear door both window ^{dam} do to city worker weed eating

Names of any employees involved in INJURY or DAMAGE:

Why do you claim the Entity is responsible?

City worker Name Adrian

door dings scratches window chips rear fender

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care...\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____
General Damages.....\$ _____	
Total damages incurred to date.....\$ _____	

Total amount claimed as of date of presentation of the claim: \$ _____

Was damage and/or injury investigated by police? Yes If so, what city? Winters
 Were paramedics or ambulance called? No If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name Adelardo Rodriguez Address 955 Railroad Apt 29 Phone 530 902-6332
 Name _____ Address _____ Phone _____
 Name _____ Address _____ Phone _____

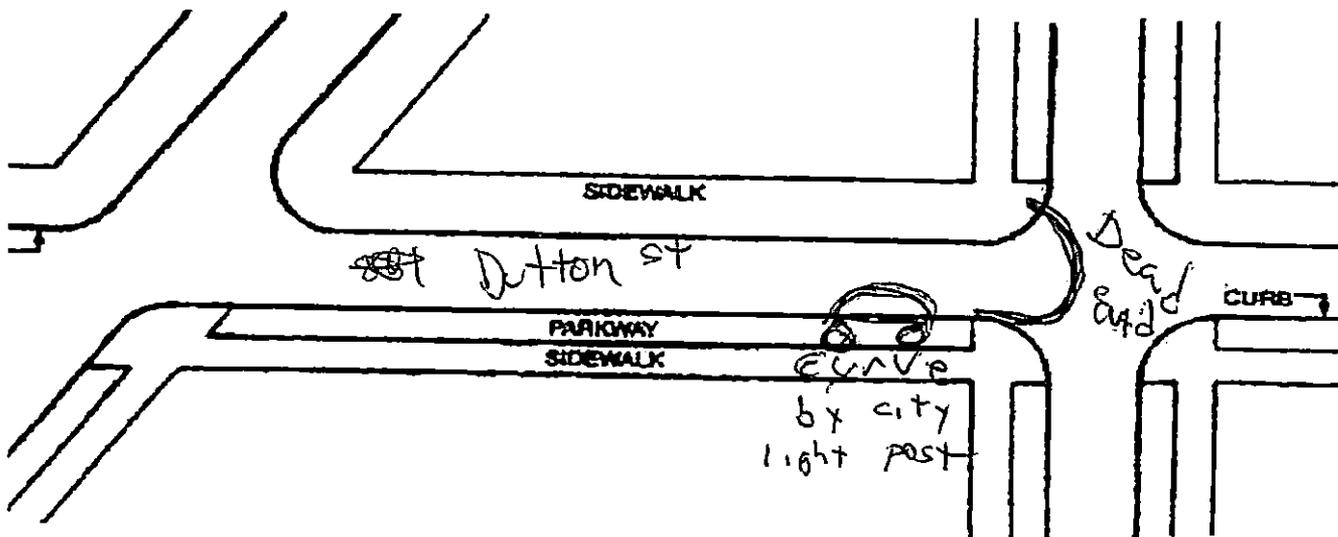
DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Adelardo Rodriguez</u>	PRINT Name: <u>Adelardo Rodriguez</u>	Date: <u>3-30-18</u>
--	--	-------------------------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

2017
Chevy
Impala

**VACAVILLE AUTO BODY CENTER
INC.**

Workfile ID: ed0991df
BAR: ARD00190002

vacavilleautobody@yahoo.com
938 E. MONTE VISTA AVE., VACAVILLE, CA 95688
Phone: (707) 449-4200
FAX: (707) 446-4488

Preliminary Estimate

Customer: RODRIGUEZ, ADELAIDO

Job Number:

Written By: JAMES HALE

Insured: RODRIGUEZ, ADELAIDO

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

RODRIGUEZ, ADELAIDO
955 RAILROAD AVE APT 29
WINTERS, CA 95694-1546
(530) 902-6332 Cell

Inspection Location:

VACAVILLE AUTO BODY CENTER INC.
938 E. MONTE VISTA AVE.
VACAVILLE, CA 95688
Repair Facility
(707) 449-4200 Business

Insurance Company:

VEHICLE

2017 CHEV Impala Premier LZ2 4D SED 6-3.6L Flex Fuel Direct Injection Silver

VIN: 1G1145S39HU115450

Interior Color: Black

Mileage In:

Vehicle Out:

License: 8BJE365

Exterior Color: Silver

Mileage Out:

State: CA

Production Date: 6/2016

Condition:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Remote Starter
Backup Camera w/Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Rear Side Impact Air Bags
Blind Spot Detection
Lane Departure Warning

SEATS

Bucket Seats
Leather Seats
Heated Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
Metallic Paint
OTHER
Traction Control
Stability Control
Signal Integrated Mirrors
Xenon Headlamps
Power Trunk/Gate Release

Get live updates at www.carwise.com/e/3ozKaK

Preliminary Estimate

Customer: RODRIGUEZ, ADELAIDO

Job Number:

2017 CHEV Impala Premier LZ2 4D SED 6-3.6L Flex Fuel Direct Injection Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	*	Rpr RT Fender				1.0	2.2
3		Add for Clear Coat					0.9
4		R&I RT Fender liner				0.4	
5		FRONT BUMPER & GRILLE					
6		R&I R&I bumper cover				1.7	
7		FRONT LAMPS					
8		R&I RT R&I headlamp assy				0.3	
9		FRONT DOOR					
10	*	Rpr RT Door shell w/o molding				1.0	2.0
11		Overlap Major Adj. Panel					-0.4
12		Add for Clear Coat					0.3
13		Repl RT Door glass GM	20961197	1	223.32	0.8	
14		R&I RT Handle, outside w/o passive entry all				0.4	
15		R&I RT R&I trim panel				0.5	
16		R&I RT Upper molding				0.2	
17	*	R&I RT Mirror assy				0.5	
18		Repl RT Applique	23377433	1	49.40	0.3	
19		R&I RT Molding				0.3	
20		Repl RT Nameplate "IMPALA"	22743583	1	23.65	0.3	
21		REAR DOOR					
22		Blnd RT Door shell w/o molding					1.0
23		R&I RT Belt molding				0.3	
24		R&I RT R&I trim panel				0.5	
25		R&I RT Handle, outside w/o chrome w/passive				0.4	
26		Repl RT Applique front	23377436	1	37.73	0.3	
27		Repl RT Applique rear	84261836	1	47.68	0.3	
28		R&I RT Molding				0.3	
29		QUARTER PANEL					
30	*	Rpr RT Quarter panel				1.0	2.6
31		Overlap Major Non-Adj. Panel					-0.2
32		Add for Clear Coat					0.5
33		R&I RT Quarter glass GM w/o flex fuel				1.4	
34	#	Repl urethane kit		1	20.00		
35		Repl RT Emblem	22799520	1	12.50	0.2	
36		REAR LAMPS					
37		R&I RT Tail lamp assy				0.3	
38		REAR BUMPER					
39		R&I R&I bumper cover				1.6	
40	#						
41	#	Subl Hazardous waste removal		1	5.00 X		

Preliminary Estimate

Customer: RODRIGUEZ, ADELAIDO

Job Number:

2017 CHEV Impala Premier LZ2 4D SED 6-3.6L Flex Fuel Direct Injection Silver

42	#	Repl	Cover car- paint	1	7.00	0.3	
43	#	Repl	Cover car- primer	1	7.00	0.3	
44	#		Color tint / color match	1			0.5
45	#	Repl	Corrosion protection primer	1	10.00	0.3	
SUBTOTALS					443.28	15.2	9.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			438.28
Body Labor	15.2 hrs @	\$ 95.00 /hr	1,444.00
Paint Labor	9.4 hrs @	\$ 95.00 /hr	893.00
Paint Supplies	9.4 hrs @	\$ 48.00 /hr	451.20
Miscellaneous			5.00
Subtotal			3,231.48
Sales Tax	\$ 889.48 @	7.6250 %	67.82
Grand Total			3,299.30
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,299.30

MyPriceLink Estimate ID: 410504068943896576

**WE GUARANTEE ALL WORKMANSHIP AND
REFINISHING FOR THE LIFETIME OF YOUR VEHICLE**

#1. AUTHORIZATION FOR REPAIRS

X _____ DATE X _____

#2. AUTHORIZATION FOR SUPPLEMENTAL REPAIRS

X _____ DATE X _____

**#3. AUTHORIZATION FOR SUPPLEMENT CHECK SIGNING
(Permission to Sign Supplement Check - Power of Attorney)**

X _____

VACAVILLE AUTO BODY - FACTS THAT YOU SHOULD KNOW!

- #1. No law requires you to get more than one estimate. Your insurance company can not "Steer" you to another shop, it is "Illegal" in the state of California. SB551 was signed into law October 13, 2003 by Governor Grey Davis.
- #2. You are not obligated to use any particular shop to obtain repairs. You choose the shop and authorize the repairs.

Preliminary Estimate

Customer: RODRIGUEZ, ADELAIDO

Job Number:

2017 CHEV Impala Premier LZ2 4D SED 6-3.6L Flex Fuel Direct Injection Silver

#3. You do not have to accept the insurance company's appraisal of damage. Check the "Appraisal Clause" in your policy on how to resolve any differences.

#4. You are responsible for the cost of repairs. Financial arrangements must be completed before the car can be released.

#5. There is a big difference between shops. Any shop can give a lower price by leaving something out or overlooking parts. Our people are "Craftsmen" and will do a quality job of restoring your car at a fair price.

Thanks.... for letting us serve you !

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Preliminary Estimate

Customer: RODRIGUEZ, ADELAIDO

Job Number:

2017 CHEV Impala Premier LZ2 4D SED 6-3.6L Flex Fuel Direct Injection Silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1CB14, CCC Data Date 3/16/2018, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Kergel Autobody Inc.

Workfile ID: c5039d8e
 Federal ID: CAL000079676
 State EPA: ARD00167605
 BAR:

"Excellence Endures"

370 Kentucky Ave, Woodland, CA 95695

Phone: (530) 668-6686

FAX: (530) 668-8329

2017 Chevy
Impala

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:
Rodriguez, Adelaido		Phone:	Joeshp Kergel
9155 Railroad Ave		Claim:	Create Date: 4/3/2018
Winters, CA 95694		Loss Date:	
(530) 902-6332		Deductible:	

2017 CHEV Impala Premier LZ2 4D SED 6-3.6L Flex Fuel Direct Injection Silver

VIN: 1G1145S39HU115450	Interior Color:	Mileage In:	Vehicle Out:
License: 8BJE365	Exterior Color: Silver	Mileage Out:	
State: CA	Production Date: 6/2016	Condition:	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		WINDSHIELD						
2	E01	Alignment	Reveal molding-rope				0.3	Body	
3	E01		PILLARS, ROCKER & FLOOR						
4	E01	Blend	RT Uniside assy-outer sail clear coat only						0.5
5	E01		FRONT DOOR						
6	E01	Repair	RT Outer panel w/molding				0.5	Body	2.0
7	E01		Add for Clear Coat						0.8
8	E01	Refinish	Spot color adjustment						(0.3)
9	E01	Remove/Install	RT Belt molding				0.3	Body	
10	E01	Remove/Install	RT Molding				0.3	Body	
11	E01	Remove/Replace	CLEAN AND RETAPE MLDG	1	4.50T	A/M	0.3	Body	
12	E01	Remove/Replace	RT Nameplate "IMPALA"	1	23.65T	OEM	0.3	Body	
13	E01	Remove/Install	RT Mirror assy				0.5	Body	
14	E01	Remove/Replace	RT Door glass GM	1	223.32T	Glass	0.8	Body	
15	E01	Remove/Install	RT Handle, outside w/passive entry w/chrome				0.4	Body	
16	E01	Remove/Install	RT R&I trim panel				0.5	Body	
17	E01		REAR DOOR						
18	E01	Repair	RT Outer panel w/molding				0.5	Body	2.0
19	E01		Overlap Major Adj. Panel						(0.4)
20	E01		Add for Clear Coat						0.3
21	E01	Refinish	Spot color/Full clear adjustment						(0.3)
22	E01	Remove/Install	RT Belt molding				0.3	Body	
23	E01	Remove/Install	RT Molding				0.3	Body	
24	E01	Remove/Replace	CLEAN AND RETAPE MLDG	1	4.50T	A/M	0.3	Body	

T = Taxable Item, RPO = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Estimate

RO Number:

2017 CHEV Impala Premier LZ2 4D SED 6-3.6L Flex Fuel Direct Injection Silver

25	E01	Remove/Replace	RT Door glass GM	1	140.28T	Glass	0.5	Body	
26	E01	Remove/Install	RT Handle, outside w/chrome				0.4	Body	
27	E01	Remove/Install	RT R&I trim panel				0.5	Body	
28	E01		BACK GLASS						
29	E01	Alignment	Back glass GM-tight mask				0.3	Body	
30	E01		QUARTER PANEL						
31	E01	Repair	RT Quarter panel				0.5	Body	2.6
32	E01		Overlap Major Adj. Panel						(0.4)
33	E01		Add for Clear Coat						0.4
34	E01	Refinish	Spot color/Full clear adjustmetn						(0.5)
35	E01		REAR LAMPS						
36	E01	Remove/Install	RT Tail lamp assy				0.3	Body	
37	E01		REAR BUMPER						
38	E01	Remove/Install	R&I bumper cover				1.6	Body	
39	E01		COVER CAR	1	5.00T	Other	0.2	Body	
40	E01	Remove/Replace	Corrosion protection	1	19.95T	A/M	0.2	Body	
41	E01	Refinish	TINT COLOR						0.5
42	E01		DE NIB AND POLISH AS NEEDED				0.5	Body	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts		5.91			427.11
Labor, Body			80.00	10.6	848.00
Labor, Refinish			80.00	7.2	576.00
Material, Paint			46.00	7.2	331.20
E.P.C.					4.00
Subtotal					2,186.31
Sales Tax					60.66
Grand Total					2,246.97
Net Total					2,246.97

Estimate Version	Total \$
Original	2,246.97

Insurance Total \$:	2,246.97
Received from Insurance \$:	0.00
Balance due from Insurance \$:	2,246.97
Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk
SUBJECT: Approval of Street Closure Request and Amplified Sound Permit Application for "Youth Day Friday Festival" Sponsored by the Winters Chamber of Commerce

RECOMMENDATION:

Approve the Street Closure Request and Amplified Sound Permit Application for "Youth Day Friday Festival", a community event to be held on Friday, April 27th, the evening prior to the Youth Day festivities on Saturday, April 28th.

BACKGROUND:

The Winters Chamber of Commerce is requesting the closure of Main Street between Railroad Avenue and Elliot Street, as well as approval of the Amplified Sound Permit for this community festival to be held in Rotary Park and the gazebo.

Per the Noise Ordinance, the amplified sound permit requires Council approval on the attached form, and the closure of any part of Main Street also requires City Council approval.

FISCAL IMPACT:

None



RECEIVED

APR 03 2018

CITY OF WINTERS

City of Winters Request for Street Closure

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

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

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

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

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

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

Name: Carrie Green, Executive Director

Organization: Winters Chamber of Commerce

Address: 201 First Street, Winters 95694

Mailing Address: _____

Telephone: (530) 795-2329

Today's Date: 3-19-18

Streets Requested:

Main Street, from Railroad Avenue and Elliott Street

Date of Street Closure Friday, April 27th

Time of Street Closure: 4:30-10:00p.m.

Description of Activity: Youth Day Friday festival

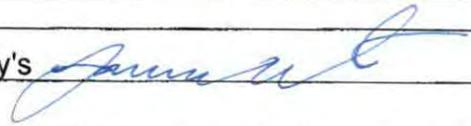
Services Requested of City: Road barricades

APPROVED: _____ *Police Department* _____ *Public Works Department*

City of Winters Request for Street Closure

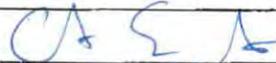
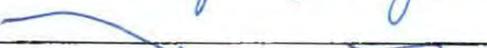
Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

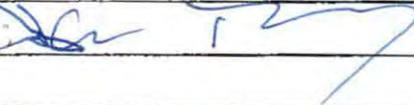
Steady Eddy's
Ficelle



Main Street Cellars

Residents:

STOCKING RET 
REALITY WORLD 
EDWARD JONES 

Notices delivered to: 

CLAY-GROUND - LEFT NOTICE
MAIN STREET CELLARS - LEFT NOTICE

Date of Application: 3-19-18 To City Council: _____

Name of Person(s)/ Organization: Winters Chamber of Commerce Contact: Carmie Green

Business Address: 201 First Street Telephone: (530) 795-2329

Telephone: (530) 795-2329

Type of Event: Community Festival - "Youth Day Friday"

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

Date/Time of Event: Friday April 27 From: 6:30 p.m. To: 9:00 p.m.

Location/Address of Event: Rotary Park (Gazebo)

Rated Output of Amplifier in Watts: 3,000 Number of Speakers: 3

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

Signature: Carmie Green

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No

Rental Fee Paid: N/A (Not City Property) Yes No

Police Department: Approved Denied Date: _____

Authorized Signature: _____

City Council: Approved Denied Date: _____

Authorized Signature: _____

RECEIVED

APR 03 2018

CITY OF WINTERS



The Winters Chamber of Commerce is excited to bring
Friday Night in the Park

April 27th from 6:00-9:00 p.m.

At the festival, we will have live music in the gazebo from 6:30-9:00 p.m.

Please be aware that we have submitted an amplified sound permit for this time frame, and as well as a road closure application for Main Street from 4:30-10:00 (between Railroad and Elliott streets).

If you have any questions, comments or concerns, please contact us at (530) 795-2329 or by email at director@winteschamber.com

We thank you for your support!



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Public Works

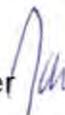
RECOMMENDATION: Council Update

BACKGROUND: The Public Works Staff is giving a presentation on the Parks, Streets and Facilities Departments. Staff would like to update the Council on the overall Public Works Department's Employee Development Program with an emphasis on the Parks, Streets and Facilities Departments.

FISCAL IMPACT: None at this time.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John P. Miller, Chief of Police
SUBJECT: Purchase of Axon Body Worn Cameras

RECOMMENDATION:

Receive a report and recommendation from Staff to purchase Axon body worn cameras (BWC).

BACKGROUND:

Body worn cameras (BWC) are becoming an essential tool in modern law enforcement and an expectation of the public to ensure transparency. The audio and/or video captured assists in prosecution of criminal cases as well as defense in civil litigation brought about as a result of law enforcement activities.

The Winters Police Department invested in WatchGuard vehicle mounted mobile audio video (MAV) approximately five years ago. At the time, it was state-of-the-art technology and body worn cameras were in their infancy. The WatchGuard MAV's are at the end-of-life and, fortunately, we extended our warranty this last year just before we had numerous failures. Extending the warranty for another year will cost approximately \$5,000. Additionally, the MAV's are very limited: they record only a relatively narrow field of view forward of the vehicle and the backseat of the patrol car; they interfere with officers' view while driving; and the officers must wear a completely separate microphone unit to capture audio outside of the vehicle.

The Winters Police Department has purchased and utilized inexpensive basic MP3 BWC's for the last several years and there are numerous issues with these. They are unreliable and prone to failure; the audio/video quality tends to be inadequate; the videos are divided into numerous "snippets" due to inadequate storage space in the units; and the audio/video is downloaded by the officer onto the Police Department's shared drive, so there are issues with evidence chain of custody as well as the security of the videos. There is currently nothing to prevent any employee from tampering with, or even deleting, videos stored on the shared drive without any oversight, even potentially deleting videos that recorded wrongdoing on the part of the officer. Since becoming aware of this, it is now required any video with evidentiary value be burned to a DVD and placed into evidence to preserve a copy, but this is just a "stop gap" measure and still far from adequate.

There are numerous manufacturers of BWC's and, last year, I conducted a test and evaluation of three of the most widely used models: Axon (previously TASER), VieVu, and WatchGuard. All manufacturers' products shared similar attributes, including 12-hour battery life, secure cloud-based storage, and were offered at the same relatively initial price point; however, Axon's unit and options, and especially their warranty, "back-end," and customer support, far exceeded the other manufacturers.

Often times, in tense, violent, and rapidly evolving circumstances, officers have been unable to manually activate their BWC's. Axon has developed several optional systems to automatically activate for their BWC system including the "Signal Vehicle," a device which activates the BWC if the vehicle's emergency equipment is activated; the "Sidearm Signal" a device which activates the BWC if the officer draws their firearm; and the "Signal Performance Power Magazine" which activates the BWC if the officer activates their TASER. Additionally, the technology "talks" to each other wirelessly so that all BWC's in the vicinity are automatically activated in order to capture the incident from that BWC's perspective.

Axon's data storage is "cloud-based," and utilizes its "Evidence.com" system to enable a multitude of functionality. This storage system is secure and cannot be tampered with. The BWC's automatically download once placed in their docking/charging station, which will be located at the Police Department.

Axon also offers their "Technology Assurance Plan." This plan is their full warranty plus complete replacement of upgraded technology at the 2 ½ year and 5 year points.

We are requesting to purchase an initial 15 AXON BWC's, 15 Sidearm Signal, 15 Signal Performance Power Magazine (TASER), and five (5) Signal Vehicle units so that each Winters Police Department officer is individually issued a BWC, Sidearm Signal, and Signal Performance Power Magazine and each of our marked patrol vehicles are equipped with the Signal Vehicle unit. With necessary software licenses, data storage, docking stations, technical assistance in setting up our system, and initial training for all officers provided by Axon, total initial cost initial (first year) would be \$19,009.00. Staff

has identified funding for this project from the Realignment Fund (Account #210 233 50200). We are also requesting to participate in the Axon Technology Assurance Plan at an annual rate of \$9,189.00, which will be built into our future fiscal year budgets.

If approved, we will be permanently removing the WatchGuard MAV units in order to avoid maintaining two incompatible systems, one of which, as previously mentioned, is at its end-of-life. This would also be necessary to facilitate the installation of the Axon Signal Vehicle units. It should be noted that Axon also offers vehicle mounted options, but this would be an additional expense of \$8,000-\$10,000 per vehicle and carry many of the limitations of our current WatchGuard MAV system.

FISCAL IMPACT:

Year 1 \$19,009.00
Year 2 \$9,189.00
Year 3 \$9,189.00
Year 4 \$9,189.00
Year 5 \$9,189.00
Grand Total \$55,765.00



Axon Enterprise, Inc.
 Protect Life
 17800 N 35th St.
 Scottsdale, Arizona, 85255
 United States
 Phone: (800) 978-2737

QUOTE: Q-157073-43196.850TM

Issue Date: 04/06/2018

Quote Expiration: 06/30/2018

Account Number: 106652

Start Date: 06/30/2018
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground

Sales Representative:

Tanner McCormick
 Phone: 480-905-2000
 Email: tmccormick@axon.com
 Fax:

Primary Contact:

John Miller
 (530) 795-2261
 john.miller@winterspolice.org

BILL TO:

Winters Police Dept. - CA
 702 Main Street
 Winters, CA 95694
 US

SHIP TO:

John Miller
 Winters Police Dept. - CA
 702 Main Street
 Winters, CA 95694
 US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	336.00	1,008.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	14	180.00	180.00	2,520.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	15	240.00	240.00	3,600.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	15	499.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	15	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	15	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	3	1,495.00	1,495.00	4,485.00
70112	AXON SIGNAL UNIT	5	279.00	279.00	1,395.00
70116	PPM, SIGNAL	15	96.00	96.00	1,440.00
11509	BELT CLIP, RAPIDLOCK	15	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00
				Subtotal	19,009.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	19,009.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	336.00	1,008.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	14	180.00	180.00	2,520.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	15	240.00	240.00	3,600.00
				Subtotal	9,189.00
				Estimated Tax	0.00
				Total	9,189.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	336.00	1,008.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	14	180.00	180.00	2,520.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	15	240.00	240.00	3,600.00
				Subtotal	9,189.00
				Estimated Tax	0.00
				Total	9,189.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	336.00	1,008.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	14	180.00	180.00	2,520.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	15	240.00	240.00	3,600.00
				Subtotal	9,189.00
				Estimated Tax	0.00
				Total	9,189.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	336.00	1,008.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	14	180.00	180.00	2,520.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	15	240.00	240.00	3,600.00
				Subtotal	9,189.00
				Estimated Tax	0.00
				Total	9,189.00

Spare Unit

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	0.00	0.00	0.00

Spare Unit (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00
				Grand Total	55,765.00



Discounts (USD)

Quote Expiration: 06/30/2018

List Amount	63,250.00
Discounts	7,485.00
Total	55,765.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	19,009.00
Year 2	9,189.00
Year 3	9,189.00
Year 4	9,189.00
Year 5	9,189.00
Spare Unit	0.00
Grand Total	55,765.00

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Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Tanner McCormick at tmccormick@axon.com or fax to

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STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Approval of Nature Park Extension Project

RECOMMENDATION: Staff recommends that City Council approve plans for Nature Park Extension Project and provide authority for City Manager to execute contract with Putah Creek Council for Project Management and Implementation of the project.

BACKGROUND: As part of the PG&E Gas Operations Technical Training Center(GOTTC) the City was given \$200,000 by PG&E to be used for landscaping the areas adjacent to the GOTTC to provide a buffer from their facility and the Winters Nature Park. PG&E has completed the paved bike/pedestrian trails which begins at Grant Ave., proceeding south towards creek, then turning east along top of creek bank ending near Hwy 505. Staff has been working with Putah Creek Council(PCC) and Yolo Resource Conservation District(YRCD) to develop a plan for the 4.91 acre area. The goal of the plan is to convert the property which currently consist of stormwater drainage channel and only hydroseeding in the channel - into an oak woodland and upland riparian habitat. These improvements will support a diverse array of wildlife and provide additional open space for Winters residents and visitors. Staff expects that once the private property parcel between the Nature Park Extension and existing Nature Park has been sold the City will be able to obtain the easement necessary to complete the ped/bike trail connecting the two parts of the Nature Park within the 100 foot required setback.

Public Works staff will be installing the necessary irrigation improvements to facilitate the project, currently the irrigation extends about 40% into the project area.

FISCAL IMPACT: \$200,000 PG&E FUNDS

PROPOSED SCOPE OF WORK AND BUDGET
CITY OF WINTERS PUTAH CREEK NATURE PARK EXTENSION PROJECT

Background

In 2017, Pacific Gas and Electric Company (PG&E) deeded a 5-acre parcel of land to the City of Winters (City) to use as public open space. The property, located within the City limits, is between the PG&E Gas Training Academy, a large privately-owned parcel to the west, and Putah Creek. The parcel was modified to serve as a stormwater drainage canal for a small area of adjacent land. Before transfer of ownership, PG&E constructed a private access road and walking path around the canal, seeded a mix of native California perennial grasses in the canal and installed irrigation valves for future plantings. The City has asked Putah Creek Council (Council) to propose a project to enhance the site for wildlife habitat and community use as public open space. Its location directly adjacent to Putah Creek provides a valuable opportunity to restore upland habitat and build on the educational activities and interpretive features planned for the Winters Putah Creek Nature Park, as well as extend the Putah Creek Nature Park and connect it to the walking path along CA Highway 128.

Goals

The goal of the Putah Creek Nature Park Extension Project (Park Extension) is to convert a parcel consisting of a stormwater drainage canal and former farmland into oak woodland and upland riparian habitat, which will support a diverse array of wildlife and serve as an open space for Winters residents. In addition, this project will increase opportunities for active and passive environmental education, primarily in the form of facilitated student projects and interpretive signage. The site will be planted with a dominant overstory of Valley oak (*Quercus lobata*), and will include interior live oak (*Q. wislizeni*), western redbud (*Cercis occidentalis*), toyon (*Heteromeles arbutifolia*) coffeeberry (*Frangula californica*), hollyleaf cherry (*Prunus ilicifolia*), California buckeye (*Aesculus californica*), California bay laurel (*Umbellularia californica*), and an understory of native perennial grasses. The upland riparian strip will be planted with Valley oak, California buckeye, western sycamore (*Platanus racemosa*) with an understory of California wild rose (*Rosa californica*), California pipevine (*Aristolochia californica*), California grape (*Vitis californica*), wild cucumber (*Marah fabaceus*), and native perennial grasses. The pollinator garden will be dominated by perennial and annual flowering plants, with an overstory of pollinator-friendly shrubs such as coyote brush (*Baccharis pilularis*), toyon, and skunk bush (*Rhus aromatica*).

A significant component of this project will be active environmental education of student groups participating in restoration activities during field trips to the project site. The Park Extension will host student groups ranging from elementary to high school, facilitating student learning about concepts such as native flora and fauna, restoration practices, and ethnobotanical uses of native plants.

Additionally, the Park Extension will be included in a broader park-wide plan of installing interpretive features designed to educate visitors about concepts such as pollinator use of featured plants, water quality, native flora and fauna, and the natural history of this region. This site will include two interpretive panels, with an intent of increasing the number of panels throughout the park as additional funding is secured. These panels and other signs will complement future educational activities.

Project Overview

Habitat Enhancement

The proposed Park Extension Project, led by the Council and with consultation with City of Winters engineers, will restore approximately 0.55 acres of upland riparian and 3.56 acres of oak woodland habitat, increasing the function and habitat diversity of Putah Creek, without interfering with flood conveyance in the stormwater channel. Over a three-year period, approximately 300 native trees, shrubs, and vines, and 4500 grasses and wildflowers will be planted, irrigated, and managed until they are established and can be easily maintained by the City. The project will include a native pollinator garden and seating areas.

Community Engagement, Education, and Interpretive Elements

Opportunities for community engagement in the Park Extension Project will include public meetings, project workdays, and workshops and demonstrations offered to the public. Initial meetings will provide a forum in which to introduce the project to community members, answer questions, and gather input and feedback. Project workdays led by Putah Creek Council will directly engage community volunteers with plant installation, other habitat restoration activities, and promote public understanding of site components, featured plants, and local ecology.

Education components of this project include elementary, middle school, and high school lessons and field trips, delivered by Putah Creek Council, and the Student and Landowner Education and Watershed Stewardship (SLEWS) Program run by the Center for Land-Based Learning. In the former, 4th grade classrooms will participate in the Council’s Adopt-a-Flat Program, which introduces students to environmental stewardship through a hands-on service project. Middle school students participating in Putah Creek Club will engage in plant installation and monitoring activities throughout the project site. The SLEWS Program will hold a series of field days with students from Winters High School to plant trees and shrubs and install drip irrigation.

This project will develop and install two interpretive panels along the park extension. Panel content and themes will be drafted after collecting public input at meetings, site visits, and direct and online survey methods. A series of plant identification signs will complement interpretive signage and add to the public education component of this project.

Project Partners and their Roles

Organization	Role	Benefit
Putah Creek Council	Lead, management, community stewardship	Community-based organization specializing in community engagement and environmental stewardship
Yolo County Resource Conservation District	Lead restoration implementation	Ensuring professional care and establishment of native plantings
Center for Land-Based Learning	High school education, service learning, plant native plants, irrigation	Teaching next generation about environmental science and land stewardship

Putah Creek Council, a Winters-based community organization respected and awarded for history of community engagement and environmental stewardship, will be project lead. The Council will manage the project, perform community outreach, lead stewardship events, and will grow native plants from local seed sources for the project in the Putah Creek Nursery. The Council has experience in leading teams of volunteers, many of whom work in the Putah Creek Nursery and at planting events in Winters Putah Creek Nature Park. The YCRCD specializes in implementing restoration projects and has worked with farmers and ranchers as well as local government on habitat enhancement projects. The YCRCD will provide professional care of and ensure establishment of native plantings. The Winters-based Center for Land-Based Learning, through their SLEWS Program, teaches regional high school students about sustainability, health, community values through hands-on education. Working with Winters High School, CLBL will guide the students in installing the majority of the woody plants and irrigation. All three of these partners have been successfully working together for many years on restoration projects in the Putah-Cache Watershed.

Scope of Work

Location of Work

See site map, attached

Site Name Winters Putah Creek Nature Park Extension

Size (acres) Approximately 4.91 Acres

The scope of work is divided into four tasks.

Task 1 – Project Management and Coordination

Project management and partner coordination of work outlined in Tasks 2-4:

- PCC coordinate and collaborate with partner organizations to manage overall project scope of work, timeline and budget
- PCC work with partners to develop subcontracts with RCD and SLEWS
- PCC to manage all project expenses
- PCC to coordinate and collaborate with partner organizations, landowners and City of Winters

Task 2: Planning and Design

This task includes engaging the public and incorporating community feedback in restoration plan development

- PCC host public meeting to introduce the project and gather community input
- PCC and RCD develop a concept design plan to present at a second public meeting
- PCC and RCD finalize design plan and planting plans
- PCC to incorporate design pollinator experts (Xerces, Point Blue, NRCS)

Task 3: Habitat Restoration Implementation and Establishment

Implement project planting plans:

- RCD order plants, supplies, materials needed
- RCD prepare site for planting (weed management, irrigation layout)
- RCD coordinate with PCC, CLBL for planting days
- RCD follow up site maintenance (weed management and irrigation)
- RCD coordinate replanting in year two

Task 4: Community Outreach and Interpretive Elements

Implement community outreach and interpretive elements:

City of Winters – Putah Creek Nature Park Extension Project

- PCC lead development of newspaper articles, website outreach etc. for Community Planting Days
- PCC host eight Community Planting Days
- CLBL host three SLEWS Days
- PCC design and install interpretive features and develop associated outreach material

Schedule

This project will start on May 1, 2018 and be completed by June 30, 2021.

Task	Timeline	Partner Lead
Community input meeting - Project introduction & signage workshop	Summer 2018	PCC
Site preparation / Finalize site plan	Summer 2018	YCRCD, PCC
Install native trees, shrubs and vines. Install drip irrigation line. Seed wildflowers.	Fall 2018-Winter 2019	YCRCD, PCC, CLBL
Control invasive/non-native weeds	Fall 2018, Spring-Summer 2019	YCRCD
Community input meeting - Present conceptual signage	Summer 2019	PCC
Install interpretive signage	Summer 2020	PCC
Replant native trees and shrubs as needed. Seed more wildflowers as needed.	Fall 2019	YCRCD
Control invasive/non-native weeds	Spring-Summer 2020	YCRCD
Continue to fine tune pollinator garden	Fall 2020	PCC
Replant, weed control as needed	Winter-Spring-Summer 2021	YCRCD

Budget

The estimated total budget is \$175,000 based on labor, materials, and travel expenses expected to perform each task. The total budget will not be exceeded without prior written authorization from the Commission and a justifiable increase in the level of effort beyond that assumed.

Task	Item	Total Cost
1 Project Management and Coordination		
	Labor	\$31,850.00
	Materials	\$0
	Travel	\$230.00
Task Subtotal		\$32,080.00
2 Planning and Design		
	Labor	\$14,330.00
	Materials	\$0
	Travel	\$112.00
Task Subtotal		\$14,442.00
3 Habitat Restoration Implementation and Establishment		
	Labor	\$69,123.00
	Materials	\$16,168.00
	Travel	\$1,150.00
	Equipment	\$1,090.00
Task Subtotal		\$87,481.00
4 Community Outreach and Interpretive Elements		
	Labor	\$18,836.00
	Materials	\$21,955.00
	Travel	\$112.00
	Equipment	\$0
Task Subtotal		\$40,903.00
Total Request		\$174,906.00
Match		\$67,546.79
Grand Total		\$242,452.17

Cost Savings

The project partners bring cash and in-kind funding to add resources to this project. Putah Creek Council will grow plants for the project using some volunteer labor, reducing the cost of the plants. Volunteers will work with the Council to assist with on-site plant installation and care. The Council is pursuing several additional funding sources for interpretive elements including approximately \$10,000.00 through the NFWF Five Star and Urban Waters Restoration Program 2018 - Watershed Restoration and Native Plant Tending and Gathering Garden and Education Site grant. The YCRCR has just received approval and is in contract to plant 139 trees as a mitigation project for Yolo County. This Winters site has been approved by the County and the City of Winters, and adds substantial cash match to the project, covering some materials and RCD labor. The City of Winters will supply metal benches for on-site seating. A total of \$67,546.79 in in-kind and cash matching funds will be applied to this project.

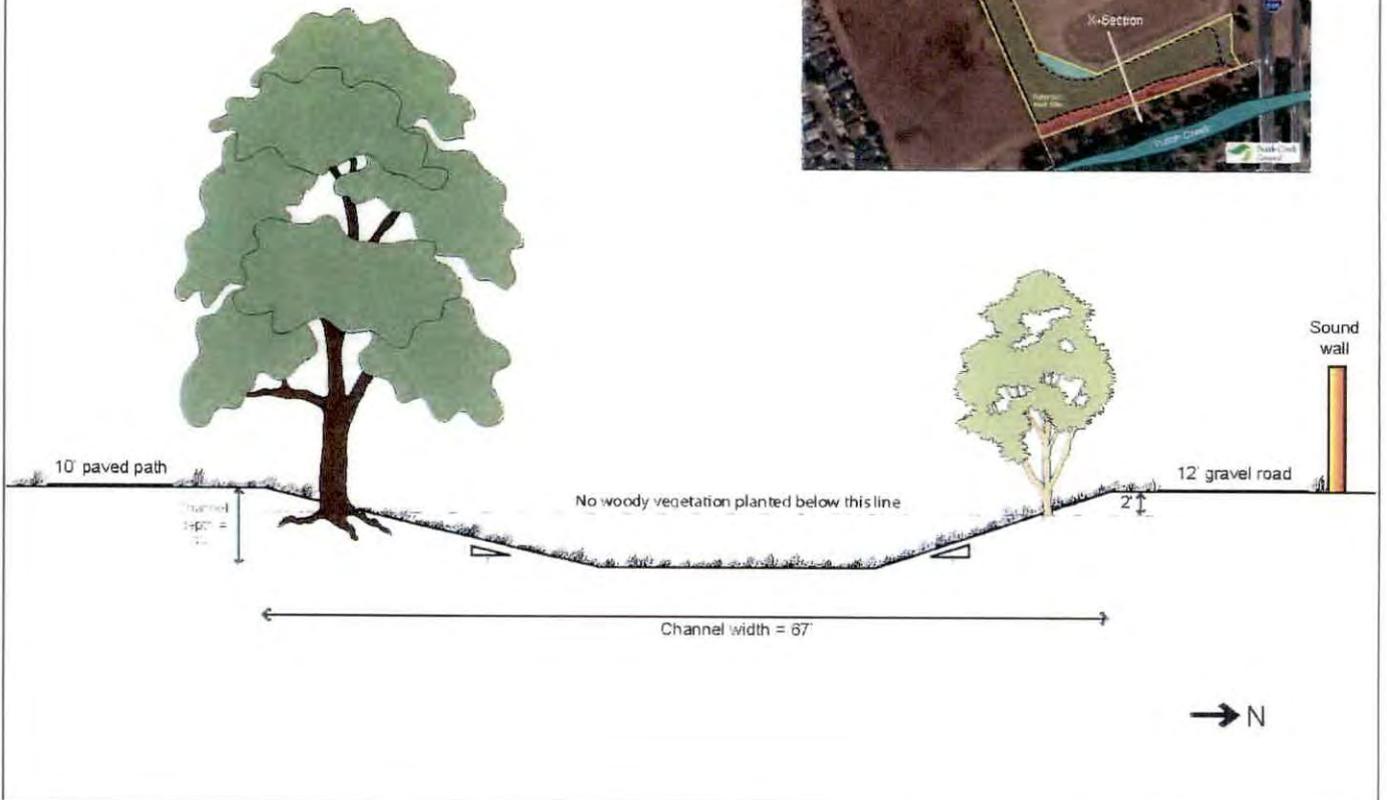
Site Map



Conceptual Cross-sections

Winters Putah Creek Nature Park Extension
Cross Section: East-West Oriented Channel

Representation of East - West Channel Cross Section Location

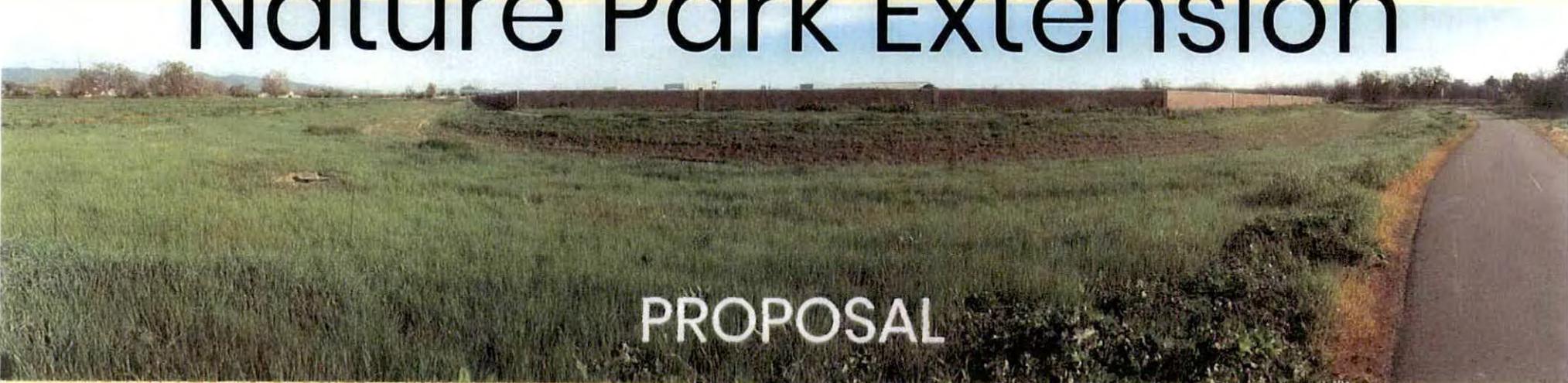


Winters Putah Creek Nature Park Extension Cross Section: North-South Oriented Channel

Representation of North - South Channel Cross Section Location



Winters Putah Creek Nature Park Extension



PROPOSAL



Putah Creek
Council

Background

In 2017, PG&E deeded a 5-acre parcel of land adjacent to the PG&E Gas Training Academy to the City of Winters.

The land parcel includes a stormwater drainage canal that empties into a culvert that flows to Putah Creek.

Its connection to Winters Putah Creek Nature Park and the Putah Creek corridor will allow this site to build on the connectivity both of the wildlife habitat along the creek and the open space “habitat” for the Winters community.

Putah Creek Council proposes to plant native trees, shrubs, grasses and flowers to create pollinator and bird habitat, shade, and an open space for community use.



Project Goals

- Convert a stormwater drainage canal to thriving oak woodland/upland riparian habitat, without interfering with stormwater conveyance
- Create an outdoor space that is accessible and engaging to the local community
- Involve Winters students of all ages in environmental education and stewardship
- Easy long term maintenance for the City of Winters

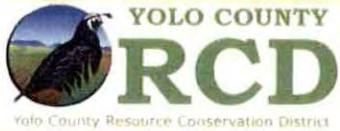


Partners

Organization	Role	Benefit
Putah Creek Council (PCC)	Lead, management, community stewardship	Community-based organization respected and awarded for history of community engagement and environmental stewardship
Yolo County Resource Conservation District (YCRCD)	Lead restoration implementation	Ensuring professional care and establishment of native plantings
Center for Land-Based Learning (CLBL)	High school environmental education, service learning, plant native plants, irrigation	Teaching next generation about environmental science and land stewardship



Partnerships



Yolo County Resource Conservation District (YCRCD) - \$40,000 match, mitigation project site approved by Yolo County and City of Winters



Center for Land-Based Learning (CLBL) - Working relationship between Student & Landowner Education & Watershed Stewardship (SLEWS) Program and Winters High School



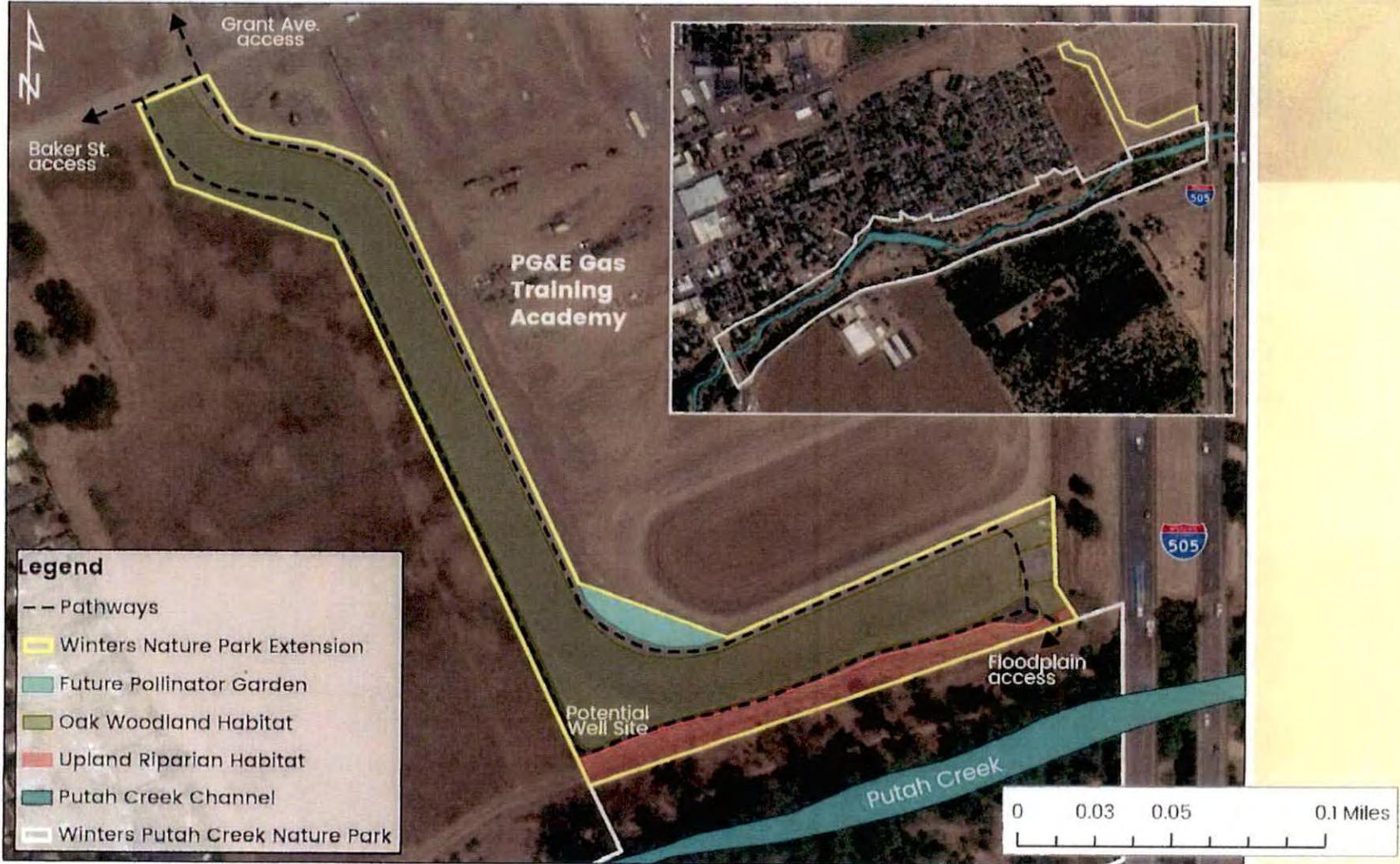
Putah Creek Council (PCC) - Relationship with local community; Currently engaged in nearby WPCNP projects



Successful project history - Yolo Creek & Community Partnership, North Davis Channel



Winters Nature Park Extension Project Site

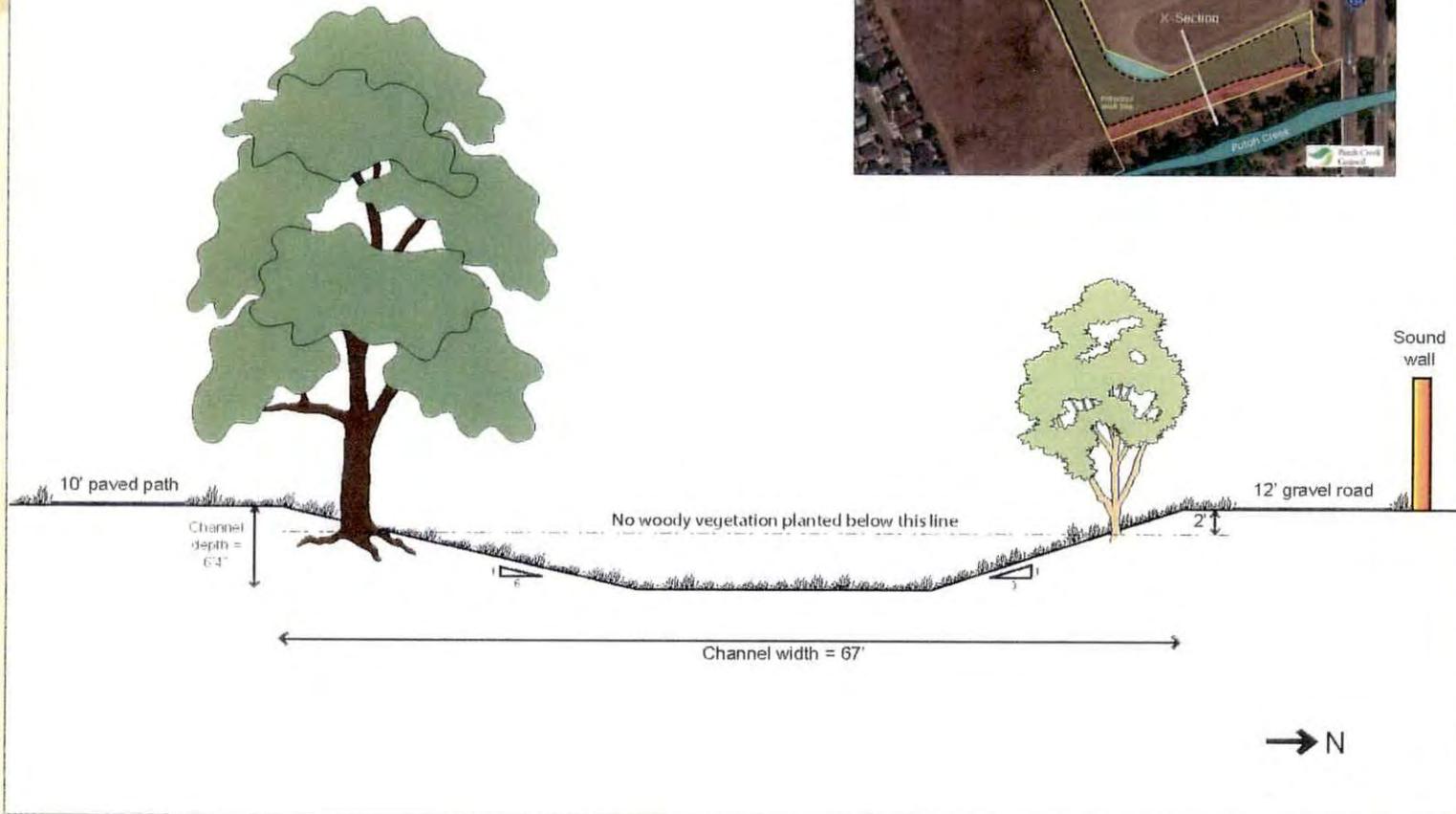


Stormwater Channel



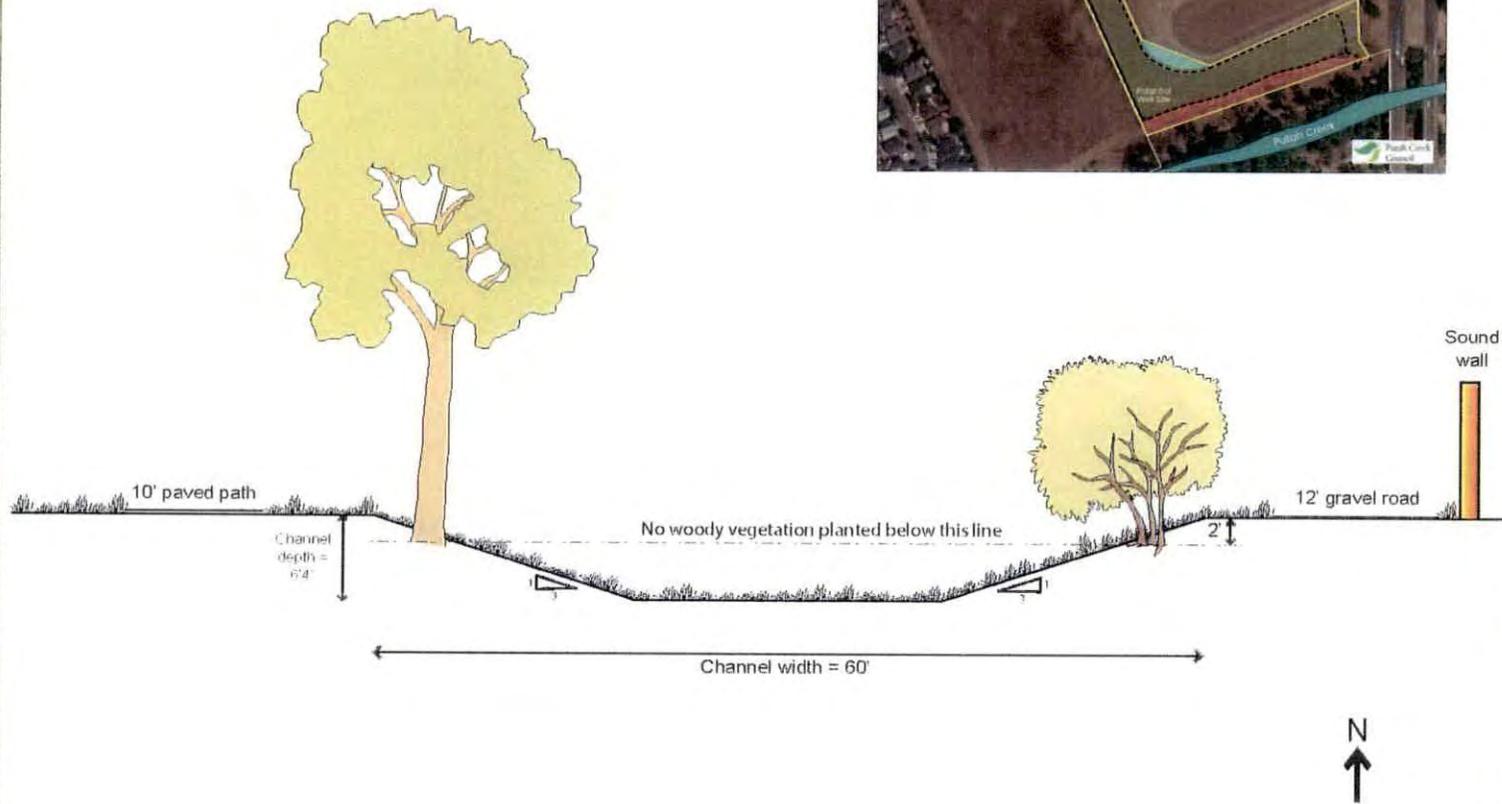
Winters Putah Creek Nature Park Extension Cross Section: East-West Oriented Channel

Representation of East - West Channel Cross Section Location



Winters Putah Creek Nature Park Extension Cross Section: North-South Oriented Channel

Representation of North - South Channel Cross Section Location



Future Pollinator Garden



Scope of Work

Habitat Enhancement:

- Restore 0.55 acres of upland riparian & 3.56 acres of oak woodland habitat
- Install 300 native trees, shrubs and vines & 4,500 grasses and wildflowers

Community Engagement:

- Public meetings: introduce project, collect input for interpretive signage content
- Project workdays



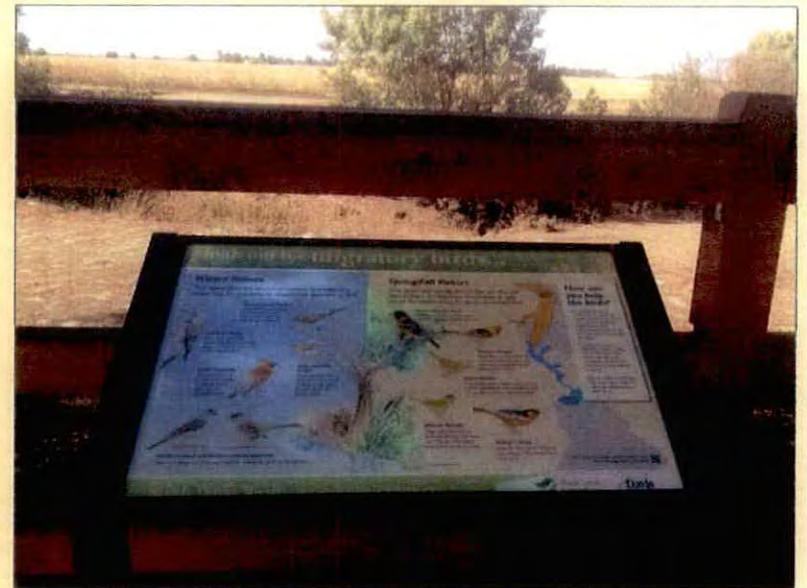
Scope of Work (continued)

Education:

- Elementary - middle school lessons & field trips with Putah Creek Council
- High school involvement through SLEWS, with Center for Land-Based Learning

Interpretive Elements:

- Interpretive panels; content & themes drafted with public input
- Plant identification signs to complement native plant installations



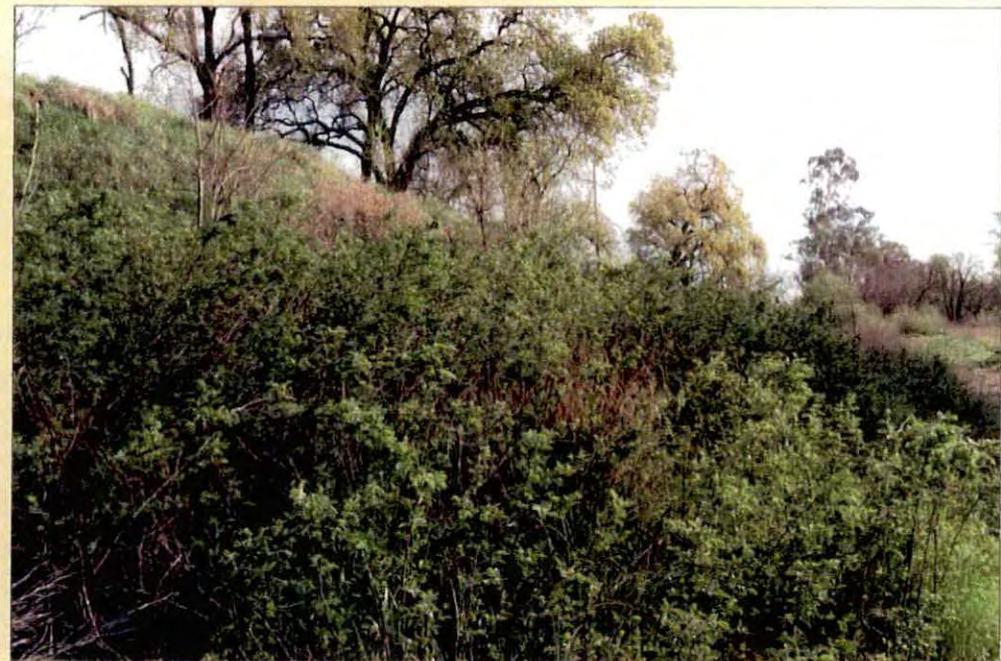
Habitat Types



Oak Woodland



Habitat Types



Upland Riparian



Native Grasses



Timeline

Task	Timeline	Partner Lead
Community input meeting - Project introduction & signage workshop	Summer 2018	PCC
Site preparation / Finalize site plan	Summer 2018	YCRCD
Install native trees, shrubs and vines. Install drip irrigation line. Seed wildflowers.	Fall 2018-Winter 2019	YCRCD w/PCC, CLBL
Control invasive/non-native weeds	Fall 2018, Spring-Summer 2019	YCRCD
Community input meeting - Present conceptual signage	Summer 2019	PCC
Install interpretive signage	Summer 2020	PCC
Replant native trees and shrubs as needed. Seed more wildflowers as needed.	Fall 2019	YCRCD
Control invasive/non-native weeds	Spring-Summer 2020	YCRCD
Continue to fine tune pollinator garden	Fall 2020	PCC
Replant, weed control as needed	Winter-Spring-Summer 2021	YCRCD



Budget

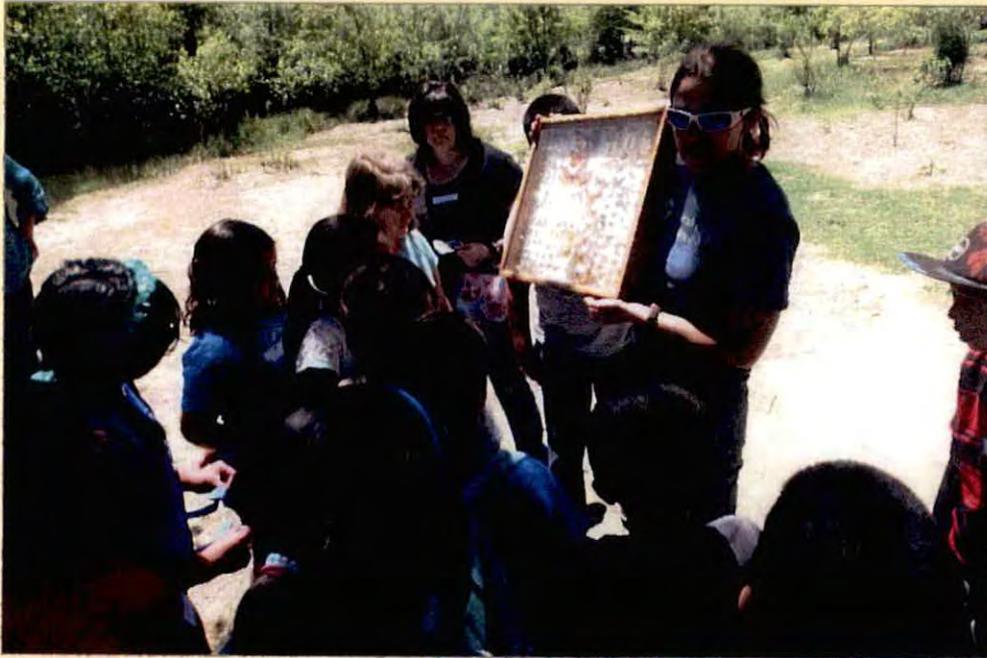
	Grant Funds Requested	Cash Match	In-kind Match	Total Cost
Project Management, Reporting, Administration	\$32,080	0	0	\$32,080
Planning and Design	\$14,442	0	0	\$14,442
Habitat Restoration, Implementation and Establishment	\$87,531	\$40,000	\$11,162	\$138,692
Community Engagement, Community Outreach and Interpretive Elements	\$40,903	\$10,000	\$6,386	\$57,289
TOTAL	\$174,906	\$50,000	\$17,548	\$242,453



Before/After: North Davis Channel



Adopt-a-Flat



Putah Creek Club



SLEWS Program



Questions?





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Comprehensive Annual Financial Report (CAFR)

RECOMMENDATION:

Staff recommends that the City Council receive the 2016-2017 Comprehensive Annual Financial Report (CAFR).

BACKGROUND:

Every year the City of Winters has an independent audit performed by an outside auditing firm. The audit was performed by Van Landt and Fankhenal LLP for the 2016- fiscal year. Upon completion of the audit, a Comprehensive Annual Financial Report, or CAFR is prepared by staff and the auditors to provide useful financial information for the City Council, Staff and Citizens regarding the operations of the City of Winters.

This year's CAFR contains information about factors affecting the financial condition of the City, the effect of the economy on our ability to adhere to certain financial policies, information about the capital projects and information about the awards that have been received by the City. This information is contained in the transmittal letter.

Included in the Management Discussion and Analysis (MD&A) is a discussion prepared by staff about the financial highlights for the year, a guide to the financial statements, analysis of the Government Wide Financial Statements and Governmental Activities, other major funds, budgetary highlights, capital and debt administration and economic factors impacting future budgets.

Page 26 of the report includes the Balance Sheet for the Governmental Funds of the City of Winters; these are all funds with the exception of the Water and Sewer Funds and the Trust Funds for the former redevelopment agency.

The Balance Sheet for the General Fund includes the following items:

Description	Revenue in Excess of Expenditures	Fund Balance
General Fund	(413,682.61)	1,070,835.33
Community Development Dept	(31,489.56)	(1,200,180.33)
Fireworks	(3,012.78)	(10,341.80)
Senior Fund Donations	101.83	348.17
Winters Swim	12.70	1,715.53
Park Maintenance Committee	16.93	2,286.02
Koda Camp	(7,102.10)	15,994.10
Canine Program	17,291.93	17,291.93
Police Cadet Program	2,054.14	2,054.14
General Fund Capital	(81,677.13)	475,304.15
Capital Equipment Replacement	(29,199.59)	478,362.48
Service Reserve Fund	(721.04)	1,055,629.32
General Plan Deficit	49,617.61	(395,870.56)
General Debt Service	422.67	57,085.50
Total	(497,367.00)	1,570,513.98

The funds are combined into the General Fund for Financial Reporting purposes due to the fact that the items are not restricted by law for their use, but, rather restricted for use by decisions made by the City Council, or for ease of determining how a particular program is performing over time.

Included in the CAFR is Note 9 on page 56-58, Post-Retirement Health Insurance Benefits. The City of Winters provides retired employees the opportunity to continue their health insurance with CALPERS. When a retiree elects to continue their health insurance coverage with CALPERS, a portion of the cost is paid by the City of Winters. For 2017 this amount was \$128 per month per employee, for 2018 the amount is \$133 per month per employee. GASB 45 requires that the City calculate the estimated liability to provide this benefit to employees. Due to our size, actuarial companies were unwilling to enter into a contract for the actuarial calculation for the estimate. In concert with our auditors and the CSMFO (California Society of Municipal Finance Officers) staff prepared an actuarial for determining the liability for Post-Retirement Health Insurance. Assumptions included in the model include:

- The City cost will increase by 2% a year.
- Investment return is 3%
- 75% of current employees will elect to continue health coverage after retiring
- Married employees will remain married
- Married employees will cover their spouse if they continue health coverage after retiring.

The result of the actuarial is that the younger the work force, the higher the potential liability. The actuarial accrued liability for the City of Winters on June 30, 2015 (the most recent Alternate Measurement Method valuation date) was \$861,054. The Annual Required Contribution (ARC)

is calculated to eliminate the unfunded liability over a 30 year period. The actuarial accrued liability and the ARC will change each and every year as our workforce changes. There is no actual requirement that you fund the ARC, the requirement is that the unfunded ARC be recorded as a liability on the balance sheet of the City.

Note 10 on page 58-63 discusses the CALPERS Defined Benefit Pension Plan as of June 30, 2015. Pension Reform, known as PEPRA began in January 2013. We have new tiers of retirement for any new CALPERS members, and all new CALPERS members must pay 50% of the normal cost of the defined benefit plan. The City has changed some of our recruitment information based on whether potential employees are current CALPERS members or not. Beginning in 2018 the City may require existing employees to pay 50% of the normal cost of the defined benefit plan. This will impact salary and benefit negotiations with employees in the future.

The CAFR includes a comparison of the proposed budget to actual results for certain funds. These are called Major Funds and in 2016-2017 the City had 3 Governmental (not Water and Sewer) major funds, the General Fund, the Prop 84 (Park Grant) Fund and the Home-Choc Grant Fund. The Prop 84 Fund Balance was (\$204,251) on 6/30/17. The actual to budget information for the General Fund can be found on page 66. The original budget projected a (\$271,643) change in fund balance, after mid-year budget adjustments were made, the projected change in fund balance was (\$267,682), and the actual change in fund balance was (\$497,367). The Budgeted amount included funds 101-General Fund and fund 102-Community Development. The actual change in fund balance for these two funds was (\$445,172) or \$353,850 less than budgeted. The difference in the budgeted amount and the final results is due to the failure of projects to move forward, specifically, both hotels, the chevron and the Blue Mountain Terrace projects. To date, only the Downtown Hotel and Chevron have actually paid the building permit fees in the current year. The table included above in the discussion of the makeup of the balance of the fund balance of the General Fund shows how each fund contributed to the \$ 497,367 decrease in General Fund balance. The decrease in fund balance of \$497,367 is similar to the use of a savings account to continue to pay for expenses that continue to occur. Additional economic development needs to be implemented in order for the revenues of the City to be at a level to sustain, and hopefully, expand services provided to the citizens of the City,

Page 85-89 shows the results of the various special revenue funds operated by the City. The first column includes information on the City Wide Assessment District. This fund is responsible for funding the costs of the services performed to maintain all of the parks within the City. Currently the fund is operating at a deficit, and this deficit is funded by the General Fund. The City has recently completed the park close to the Orchard Village Apartments, Walnut Park. Completion of the Putah Creek Nature Trail and Walnut Park have added significant new service requirements for park maintenance. Funding for the park maintenance is now \$82.50 per residential unit per year, and \$41.25 per non-residential unit per year. Currently there is no anticipated increase in the rate per unit, and the only way to increase the available funding for park maintenance is to add additional units to the city (both residential and non-residential). Without additional funding sources, the general fund will continue to subsidize park maintenance.

Beginning on page 127 is the Statistical Section of the CAFR. This section compares results for the prior 10 years for various operating results. These are required to be included in specific formats for inclusion in the CAFR. Page 134 compares the Governmental Fund Balances for the

last 10 years, and it clearly shows the city increasing fund balance through 2008 and then decreasing for every year thereafter, until 2014 for all governmental fund but the story of the General Fund is a continual reduction in fund balance from 2007 to 2010, small increase in 2011 and 2012 and then decreasing fund balance thereafter. This shows the impact of using our “savings” account to continue operations. This also shows that while we prepared for the economic “slowdown” by committing to reserve fund balances, we now need to look to increasing fund balances in the future to be prepared for the next “slowdown”. This will be accomplished by looking to economic development and housing construction in the next few years.

Page 139 shows the fluctuation in tax revenues of the City. The impact of the increase in the Utility User tax in 2010-2011 is clearly evident in the Other Taxes column. Also illustrated is the impact of the housing values in the decrease of property taxes from a high in 2009 of \$1,395,538 to the 2010 amount of \$1,121,922, a 19% decrease in one year. We are now rebounding from the 2011 low, but still see some volatility in the property taxes as 2017 receipts were 2% lower than 2016. Additional retail outlets have helped in providing an increase in Sales tax.

Page 130 and 130 show the changes in net position for Governmental Funds over the past 10 years. This can be somewhat deceptive, due to the fact that included in the Governmental Funds include all the special revenue funds, and most especially the Grant Funds. The use of Grant Funds typically has a negative impact on the Governmental Fund Balances. This is due to the fact that most Grants are handled on a reimbursement basis, that is, the City advances the funds to pay for the services that are grant funded, and then we receive a reimbursement from the Grant for the amounts that we have advanced. This means that most of the time, until the grant is completed, we have always paid more out for grant projects than we have received.

Page 140 includes information on Assessed Values for the last 10 years, and clearly shows how our Assessed values were reduced with the housing crisis, and the associated foreclosures and are now beginning to rebound somewhat but are still significantly lower than the high in 2010.

The CAFR (Comprehensive Annual Financial Report) is posted on the City of Winters website for the public to have access to read and review.

FISCAL IMPACT:

None by this action

ATTACHMENTS

Comprehensive Annual Financial Report (CAFR) under separate cover.



TO: Honorable Mayor and Councilmembers
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: City of Winters Speed Zone Ordinance

RECOMMENDATION: That the City Council introduce an ordinance of the City Council of the City of Winters, Ordinance No. 2018-01, adding Chapter 10.36 to the City of Winters Municipal Code to establish speed zones for the City of Winters Local Streets and Highways.

BACKGROUND: To support speed zone enforcement by the Winters Police Department for the City's local streets and state highways, the California Vehicle Code requires that each prima facie speed zone established that is variant from standard 25 mph (local streets)/55 mph (highways) be supported by an Engineering and Traffic Study (ETS) and that the local agency support the speed zone by local ordinance. The office of the City Engineer has recently completed the ETS for Railroad Avenue and is recommending that an ordinance be approved for the speed zones established for Railroad Avenue but also for other local street prima facie limits that have been the subject of past ETS and speed zone justification to retain their 25mph designation.

DISCUSSION: In the absence of an enabling ordinance for Railroad Avenue, the City is restricted in its use of radar enforcement. Railroad Avenue Speed Zones are included within this ordinance along with other local street 25mph speed zones that were retained by ETS in 2011 through CVC Section 627 justification criteria.

A copy of the justification memo from the ETS for Railroad Avenue is attached for reference. The original ETS is valid for 5 years and can be extended upon findings prior to that date of expiration. A copy of a recent memo to the Yolo county Traffic Courts extending the local streets ETS to 7 years is also attached. Staff anticipates being able to extend the local streets ETS to 10 years when required.

In addition, the speed zones for Grant Avenue through City limits are set by Caltrans through their independent ETS efforts. The Winters Police Department will assist the Highway Patrol to enforce Grant Avenue once speed zones are set. With the significant construction occurring along Grant Avenue this past year, Caltrans indicates it will be reviewing the speed zones in August 2018.

FISCAL IMPACT: The cost of signage for the modified speed zones along Railroad Avenue, if required.

Attachment: ETS Railroad Avenue - Justification Memo
Memo to Yolo County Traffic Court regarding local streets
Ordinance No. 2018-01



3-15-18

TO: Alan Mitchell, Winters City Engineer
John Miller, Winters Police Chief

FROM: Rudi Golnik, PE
Ponticello Inc.

Subject: Railroad Avenue - Engineering Traffic Study
Justification Memo

Railroad Avenue is divided into five segments for setting speed zones. The following Table 1 provides a summary of those zones and findings with recommendations.

Table 1 – Summary

Segment	Railroad Avenue (length From / To)	85 th Percentil e	(e) speed limit	(p) speed limit	Acc. Rate (3 year)	Nonapparent Considerations (ref: notes)	Roadway Characteristics (ref: notes)
1	South City Limits to E. Main Street (0.1 mile)	25 (N) 27 (S)	25 (N) 25 (S)	25 (N) 25 (S)	0.64		a.
2	East Main Street to Grant Avenue (0.2 mile)	27 (N) 28 (S)	25 (N) 25 (S)	25 (N) 25 (S)	2.45	e.	a.
3	Grant Avenue to Anderson Avenue (0.2 mile)	36 (N) 34 (S)	30 (N) 30 (S)	30 (N) 30 (S)	0.93	f., g.	b.
4	Anderson Avenue to Neiman Street (0.3 mile)	39 (N) 39 (S)	30 (N) 30 (S)	35 (N) 35 (S)	1.56	h.	c.
5	Neiman Street to North City Limits (0.7 mile)	49 (N) 49 (S)	50 (N) 50 (S)	45 (N) 45 (S)	0	i.	d.

Notes:

- a. Open Space/Commercial corridor with 36' width and pedestrian/bicycle volumes. Numerous driveways and intersections (ref: strip map for widths).
- b. Residential/Commercial with a reduced roadway width of 33' and zippered frontage on both sides. Within school zone.
- c. Residential/Office with improved roadway width of 41' and no curves.
- d. Open Space/Residential /Agricultural with reduced roadway width of 22' and no curves.
- e. Speed kept at 25 by round down of the prevailing speed per CVC Section 21400 for northbound and by round up of the prevailing speed to 30 mph and applying the 5 mph drop allowance for the southbound direction to maintain directional consistency south of Grant Avenue.



Attachment "A"

- f. Speed kept at 30 mph for the northbound direction by 1 mph round down of prevailing speed and 5mph drop allowance due to considerations for the school zone, curve and roadway widths entering the residential zone.
- g. Speed kept at 30mph for southbound direction by 1mph round up of prevailing speed and applying 5 mph drop allowance due to considerations for the school zone, curve and unimproved roadway entering the Grant Avenue intersection.
- h. Speed increased to 35 mph for both directions by round up requirement of prevailing speed to 40mph and then applying the 5 mph drop allowance to 35 due to considerations for the existing residential corridor, attenuated crosswalk and to establish a 5mph zone transition from/to segment 3.
- i. Speed decreased to 45 mph by applying the required 1 mph round up of the prevailing speeds to 50 mph and then applying the 5 mph drop allowance due to narrow roadway widths and a 10mph transition to/from segment 4. Speed limit increases to 55 mph outside of City limits north of segment 5.

Please reference the strip map (attachment "B") or contact me directly should you have questions or need additional information.

Respectfully Submitted,



Rudi Golnik P.E.
Ponticello Enterprises and Consulting Engineers, Inc.



Date: November 7, 2016

To: Yolo County Superior Court – Traffic Court Division
Attention; Clerk to the Traffic Division

From: Sergeant Jose Ramirez
City of Winters Police Department

Subject: City of Winters – Extension of Existing Speed Zone Enforcement

To whom this concerns;

In accordance with the provisions of the California Vehicle Code Section 40802 and 40803, the City of Winters Police Department is providing this certification of compliance that its officer training and equipment calibration are current and meet the CVC criteria for the extension of its use of radar enforcement for existing speed zones within the City of Winters.

The purpose of certification is to extend, by 2 years, its use of radar enforcement for the following speed zones established within the City of Winters in November 2011 and which are on file.

The roadways and their corresponding speed limits are identified as follows;

Roadway	Limits	Speed Limit
Neimann Street	West End to Railroad Avenue	25 mph
Anderson Avenue	Cottage Circle to Railroad Avenue	25 mph
Edward Street	Main Street to First Street	25 mph
Main Street	North of Ivy Loop to Railroad Avenue	25 mph
East Main Street	Railroad Avenue to Grant Avenue	25 mph

Please contact me at (530) 795-2261 should you have questions or require additional information.

ORDINANCE NO. 2018-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
ADDING CHAPTER 10.36 TO THE CITY OF WINTERS MUNICIPAL
CODE TO IMPLEMENT THE SPEED LIMITS CONSISTENT WITH
CURRENT ENGINEERING AND TRAFFIC SURVEYS**

WHEREAS, California Vehicle Code sections 22357 and 22358 authorize the City to increase and decrease its local speed limits; and

WHEREAS, at the request of the Police Department and City Engineer, Ponticello Enterprises, Inc. recently completed an engineering and traffic survey for Railroad Avenue in the City of Winters compliant with Vehicle Code section 627 on a number of streets throughout the City; and

WHEREAS, There were a total of 5 road segments surveyed; and

WHEREAS, the City Engineer and the Police Department have reviewed the engineering and traffic survey results and both offices recommend approval and implementation of the report's recommendations; and

WHEREAS, in November 2011 the City Engineer additionally conducted an engineering and traffic survey that confirmed the prima facie speed limit for other road segments within the City; and

WHEREAS, the City desires to establish new speed limits in those areas as determined appropriate based on the engineering and traffic study, and to confirm the prima facie speed limits for those segments as deemed appropriate by the engineering and traffic studies; and

WHEREAS, the City Council finds that the new speed limits will facilitate the orderly movement of vehicular traffic; and

WHEREAS, the City Council finds that the new speed limits are safe and reasonable; and

WHEREAS, a copy of the applicable engineering and traffic surveys are on file in the offices of the City Clerk and the City Engineer; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Winters does hereby ordain as follows:

Section 1. Recitals. The above recitals are hereby found to be true and accurate and are incorporated into this Ordinance as findings of the City Council by this reference.

Section 2. Addition of Chapter 10.36. Chapter 10.36 is hereby added to the City of Winters Municipal Code to read as follows:

Chapter 10.36 Speed Limits

10.36.010 - Speed Limits

It is determined upon the basis of an engineering and traffic survey that a speed greater than twenty-five miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon the portions of Railroad Avenue hereinafter designated in this section, and it is declared that the prima facie speed limit shall be as hereinafter set forth on those portions of Railroad Avenue hereinafter designated in this section when appropriate signs are erected on said streets:

Roadway	Portion Of Roadway Affected	Declared Prima Facie Speed Limit (miles per hour)
Railroad Avenue	Between South City Limit and East Main Street	25
Railroad Avenue	Between East Main Street and Grant Avenue	25
Railroad Avenue	Between Grant Avenue and Anderson Avenue	30
Railroad Avenue	Between Anderson Avenue and Neiman Street	35
Railroad Avenue	Between Neiman Street and North City Limit	45
Neimann Street	Between West End and Railroad Avenue	25
Anderson Avenue	Between Cottage Circle and Railroad Avenue	25
Edward Street	Between Main Street and First Street	25
Main Street	North of Ivy Loop to Railroad Avenue	25
East Main Street	Between Railroad Avenue and Grant Avenue	25

Section 3. Direction to Staff. The City Council directs the City of Winters Public Works Department to implement the speed limit recommendations contained within this ordinance in compliance with regulations promulgated by the California Department of Transportation under Vehicle Code section 21400.

Section 4. Custodian of Records. The documents and materials that constitute the record of

proceedings on which this Ordinance is based are located at the City Clerk's office located at 318 First Street, Winters, CA 95694. The custodian of these records is the City Clerk.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Winters hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

Section 7. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Winters.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Winters, California, at a regular meeting of the City Council held on the 17th day of April, 2018.

City of Winters

By: Wade Cowan, Mayor

ATTEST:

Nanci Mills, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: April 17, 2018
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Amend Landfill Monitoring Services Contract with Wallace Kuhl & Associates(WKA) in the amount not to Exceed \$4,000, Resolution 2018-09 for 2018-2019 Budget Adjustment

RECOMMENDATION: Approve amendment to Service Agreement No. 006-16 with Wallace-Kuhl & Associates (WKA) not to exceed \$4000, for services to provide a response to Central Valley Water Quality Control Board (CVRWQCB) Tentative Waste Discharge Requirements. Approval of Resolution 2018-09 for a Budget Adjustment of \$4000 for 2018-2019 budget cycle.

BACKGROUND: The City currently has a service agreement with Wallace- Kuhl & Associates to perform the required semi-annual groundwater monitoring at the former Winters Landfill. The City recently was required by the CVRWQCB to submit a Report of Waste Discharge for the closed Winters Landfill. These documents were prepared by WKA and submitted to CVRWQCB November 2017. In March 2018 the City received Tentative Waste Discharge Requirements (WDR) for the landfill and was notified that a public hearing on the matter is scheduled for May 31-June 1, 2018. Public comments on this matter were due to the CVRWQCB by April 16, 2018. City staff, WRA and CVRWQCB staff met to discuss the proposed WDR on April 6, and it was agreed that more monitoring data was required to make an accurate assessment on whether or not the Landfill is creating a negative impact to the groundwater quality. The proposal efforts presented by WKA has assisted staff on responding to the tentative WDR in a timely and convincing manner. The end result has allowed the City to make our case, that the more onerous and expensive aspects of the WDR, (namely placing a new cap on the Landfill) should be delayed until we are able to provide more reliable monitoring data. It is assumed that the WDR that is formally adopted, will include revisions reflected in our submitted comments and per the recent discussion with CRWQCB staff. Once the final WDR's are adopted staff will be working with WKA to put together a workplan that

will be coming back to Council for approval. It is expected that initial efforts to evaluate and possibly drill new monitoring wells and perform a year of quarterly monitoring will cost an estimated \$60,000.

FISCAL IMPACT: \$4000 funded through the Landfill Fund. A budget adjustment, (Resolution 2018-06) is required to comply with this new requirement as noted.

Attachment:

Resolution 2018-06

WKA proposal dated March 29, 2018

RESOLUTION No. 2018-09

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WINTERS AMENDING THE
CITY OF WINTERS 2017-2018 ADOPTED OPERATING BUDGET**

WHEREAS, On June 7, 2016 the City Council of the City of Winters adopted operating budget for Fiscal Year 2016-2017 and 2017-2018; and

WHEREAS, expenditures for items not included in the budget are required;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2018-2019 be amended as follows:

Section 1: Increase budgeted expenditures in the following funds and accounts for fiscal year 2018-2019 for Closed Winters Landfill Response to Tentative Waste Discharge Requirements from the CA Regional Water Quality Control Board:

a. 422-54419-650 \$4000.00

PASSED AND ADOPTED by the City Council, City of Winters, this 17th day of April 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowen, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

March 29, 2018

Ms. Carol Scianna
Environmental Services Manager
City of Winters
318 First Street
Winters, CA 95694
Email carol.scianna@cityofwinters.org

Proposal for Response to Landfill Draft Waste Discharge Requirements

CITY OF WINTERS FORMER LANDFILL

Moody Slough Road
Winters, California
WKA Proposal No. 3PR18053

Dear Carol:

Wallace-Kuhl & Associates (WKA) has prepared this proposal that describes activities to assist the City of Winters (City) in preparing a written response to the Tentative *Waste Discharge Requirements (WDRs) for the City of Winters Landfill, Class III Landfill Closure Post-Closure Maintenance and Corrective Action Yolo County* and to attend a public hearing on May 31 and June 1 to provide the California Regional Water Quality Control Board, Central Valley Region with comment on the above.

The Winters Landfill is an inactive municipal solid waste (MSW) landfill facility located approximately one-mile northwest of downtown Winters. The landfill operated from 1962 to 1975, accepting primarily MSW and agricultural wastes. The 29.5-acre site previously operated as a burn dump. A 1989, elevated concentrations of general minerals indicative of landfill impacts were detected in groundwater beneath the landfill. In June 2000, surface ash and other debris from historical operations were excavated and consolidated into the landfill as a corrective action measure. A two-foot thick interim soil cover was also placed over the landfill (Tentative WDR, March 2018).

Three groundwater monitoring wells were installed at the landfill in 1989 as part of the Solid Waste Assessment Test (SWAT) investigation. In 1993, a fourth monitoring well was installed along the northeast side of the landfill. (Tentative WDR, March 2018). Monitoring well MW-3 was damaged in 2006 and abandoned. Recent sampling events have found monitoring wells MW-1 and MW-2 with insufficient water to collect samples. However, historical water quality data from the remaining on-site wells pointed to a likely degradation of groundwater quality downgradient of the landfill.

After receiving a copy of the tentative WDR's, it was discovered that the California Regional Water Quality Control Board, Central Valley Region was seeking to reclassify the landfill and require completion of final landfill cover, installation of new monitoring wells, preparation of a revised sampling plan and continued groundwater monitoring for 30 additional years.

Upon evaluation of the proposed new requirements, the City retained WKA to review the tentative WDRs and prepare draft comments for the RWQCB.

Scope of Services

WKA proposes to complete the following activities in response to the tentative WDRs proposed by the RWQCB:

- Review *California Regional Water Quality Control Board, Central Valley Region Tentative Order No. R5-201X-XXXX Waste Discharge Requirements for City of Winters, Winters Landfill Class III Landfill Closure, Post-Closure Maintenance and corrective action Yolo County;*
- Review *California Regional Water Quality Control Board, Central Valley Region Tentative Monitoring and Reporting Program R5-2018-XXXX for City of Winters, Winters Landfill Class III Landfill Closure, Post-Closure Maintenance and corrective action Yolo County;*
- Review *California Central Valley Regional Water Quality Control Board, Central Valley Region Standard Provisions and Reporting Requirements for Waste Discharge Requirements for Industrial Facilities Regulated by Title 27 (Title 27 §20005 et seq.);*
- Review relevant portions of historic monitoring reports for the Waste Water Treatment Ponds (WWTP) and the *Winters WWTF Background Groundwater Quality Report* dated December 2008;



- Meet with City staff to discuss above documents;
- Prepare a draft response to the California Regional Water Quality Control Board Central Valley Region regarding the former landfill Tentative Waste Discharge requirements for City staff review. This response will outline evidence suggesting a more regional impact to groundwater quality related to the surrounding Waste Water Treatment Plant (WWTP), and will agree to evaluation of the existing landfill groundwater monitoring network and any needed improvements; but, the response will contest the requirement for additional landfill capping and 30 years of post-closure monitoring.
- Following receipt of City comments, WKA will issue a final response to the California Regional Water Quality Control Board, Central Valley Region; and
- WKA will attend the California Regional Water Quality Control Board, Central Valley Region Public Hearing scheduled for May 31 and June 1, 2018, to provide public comment on behalf of, or in coordination with City staff.

Schedule

We will complete a draft response for City staff review by Friday, April 6, 2018. We will submit comments to the California Regional Water Quality Control Board, Central Valley Region no later than April 16, 2018, provided any required City of Winters staff revisions are received no later than 12:00 pm (noon) April 12, 2018.

Budget

WKA will complete the above scope of work for a fee lump sum fee of \$4,000

Authorization

If the Scope of Services and budget described in this proposal are accepted, please prepare the relevant City agreement for execution. authorization to proceed. We will return a fully executed copy of the agreement to you for your files.

All work will be performed under the supervision of a California Professional Geologist, in accordance with current state and local guidelines. If unanticipated conditions are encountered, any changes necessary will be mutually agreed upon by WKA and you before implementation. We will perform our services in a manner consistent with the standards of care and skill exercised



Proposal for WDR Consultation
CITY OF WINTERS FORMER LANDFILL
WKA Proposal No. 3PR18053
March 29, 2018

Page 4

by members of the environmental profession at the time the service will be performed. Our proposal is valid for 60 days.

Thank you for providing WKA with this opportunity to assist Waste Management in completing this project.

Sincerely,

Wallace-Kuhl & Associates



Kurt Balasek
Senior Hydrogeologist

H:\DEPT. 3 - G&E\PROPOSALS\2018\3PR18053 - CITY OF WINTERS LANDFILL WDR RESPONSE\3PR18053 - CIT OF WINTERS DRAFT WDR RESPONSE.DOCX

