



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, July 16, 2019
6:30 p.m.
AGENDA

Members of the City Council

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

*John W. Donlevy, Jr., City Manager
Ethan Walsh, City Attorney
Tracy Jensen, 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, July 2, 2019 (pp. 4-9)
- B. El Rio Villa Sewer Services MOU Renewal (pp. 10-19)
- C. Claim Against the City of Winters - Christopher Bennett (pp. 20-22)
- D. Resolution 2019-30, a Resolution of the City Council of the City of Winters Authorizing Bids for Phase 2 WWTF Influent Screen Project and Approve a Budget Adjustment for the Revised Project Budget Sheet (pp. 23-26)

PRESENTATIONS

Robert Burris – Solano Economic Development Corporation

DISCUSSION ITEMS

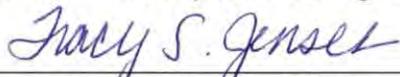
- 1. Designation of a Voting Delegate and Up To Two Alternates for the League of California Cities Annual Conference (pp. 27-31)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 16, 2019 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 July 11, 2019, and made available to the public during normal business hours.



Tracy S. Jensen, City Clerk

Questions about this agenda – Please call the City Clerk’s Office (530) 794-6702. Agendas and staff reports are available on the city web page at www.cityofwinters.org/administrative/admin_council.htm

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

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

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

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City Hall – Finance Office - 318 First Street

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Minutes of the Regular Meeting of the Winters City Council
Held on July 2, 2019

6:00 p.m. – Executive Session

Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator John W. Donlevy Jr. and Agency Designated Representatives Shelly Gunby, Director of Financial Management and Crystal Zaragoza, Human Resources Manager to Discuss Employee Organizations: Confidential Employees Association, Management (Department Head) Employees Association, Manager Employees Association, Mid-Management Employees Association, Miscellaneous Employees Association.

Mayor Biasi said there was nothing to report from Executive Session.

6:30 p.m. – Regular Session

Mayor Bill Biasi called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Wade Cowan, Mayor Bill Biasi
Absent: None
Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Human Resources Manager Crystal Zaragoza, Director of Financial Management Shelly Gunby, Housing Manager Dan Maguire, Building Official Gene Ashdown, City Clerk Tracy Jensen

Crystal Zaragoza led the Pledge of Allegiance.

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

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

COUNCIL/STAFF COMMENTS: Verbal updates were provided by Council.

PUBLIC COMMENTS: Karen May, 100 Caselli Court, suggested the construction workers for the downtown hotel and city parking lot park their vehicles a distance away from the job site and the downtown in order to free up parking for people doing business in the area. Karen also inquired if there was a City ordinance that prevented residents from parking their vehicles on their front lawn. She has witnessed three cars parked in one front yard. It looks unsightly and it would be nice if it were cleaned up. Karen also thanked staff for moving the due date back a month to August 16th for the Winters Senior Commission on Aging applications.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 18, 2019
- B. Contract Renewal for Information Technology and Computer Support Services with Switzer Enterprises

City Manager Donlevy gave a brief overview. Motion by Council Member Loren, second by Mayor Pro Tem Cowan to approve the Consent Calendar. Motion carried with the following vote:

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

PRESENTATIONS: None

DISCUSSION ITEMS

- 1. TEFRA Public Hearing and Adoption of Resolution 2019-21, a Resolution of the City Council of the City of Winters Approving

Conduit Financing for the Blue Mountain Terrace Senior Apartments Affordable Housing Project

Housing Manager Dan Maguire requested that City Council hold a public hearing for tax exempt financing under the Tax and Equity Fiscal Responsibility Act (TEFRA). Under the federal tax code, a TEFRA public hearing is valid for only one year, so the TEFRA public hearings held on 6/6/17 and 7/17/18 are invalid. Anthony Stubbs with the California Finance Authority was available to answer any questions.

Mayor Biasi opened the public hearing at 6:41 p.m. and closed the public hearing at 6:41 p.m. with no comments.

Motion by Mayor Pro Tem Cowan, second by Council Member Neu to adopt Resolution 2019-21, approving conduit financing for the Blue Mountain Terrace Senior Apartments affordable housing project. Motion carried with the following vote:

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

2. Memorandums of Understanding (MOU) and Salary Schedule Resolutions
 - Resolution 2019-24, Miscellaneous Employees Association MOU
 - Resolution 2019-25, Mid-Management Employees Association MOU
 - Resolution 2019-26, Confidential Employees Association MOU
 - Resolution 2019-27, Manager's Series Employees MOU
 - Resolution 2019-28, Management (Dept. Head) Employees MOU
 - Resolution 2019-29, Salary Ranges

Human Resources Manager Crystal Zaragoza gave a brief overview and said although the current MOU's expired on 9/30/17, the terms continue until a new MOU is adopted. A two-year contract is being proposed for the associations listed above. Crystal then reviewed the numerous changes being proposed as well as updating the language within the MOU's. Director of Financial Management Shelly Gunby then described the fiscal impact of the proposed package and identified the funding sources for the 2019/2020 and 2020/2021 fiscal periods.

Mayor Pro Tem Cowan thanked staff for putting this information together and appreciated the one-on-one time spent to fully explain the changes and for making those changes across the board for everyone. Mayor Biasi echoed these

comments, and confirmed these MOU's don't include the Police Officers. This is a very generous package of benefits that are being offered to employees, which will attract quality employees. Although the proposed 5% COLA seemed high, it averages out to approximately 1.5% over a ten-year period. Mayor Biasi said he looks forward to a system where employees pay a portion of the healthcare premiums and performance-based increases. Shelly then described the Base Wages and Steps process and the eligibility for merit increases on an annual basis described within each MOU.

Motion by Council Member Loren, second by Council Member Neu to adopt Resolutions 2019-24, Miscellaneous Employees Association MOU, 2019-25, Mid-Management Employees Association MOU, 2019-26, Confidential Employees Association MOU, 2019-27, Manager's Series Employees MOU, 2019-28, Management (Dept. Head) Employees MOU, and 2019-29, Salary Ranges. Motion carried with the following vote:

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

3. General Plan Element Review - Public Facilities and Services

City Manager Donlevy gave an overview of the public facilities and services element, the fifth in a nine-part series of presentations and an optional element within the General Plan outlining goals for water, wastewater, storm drainage, solid waste, public safety, library and schools.

Kate Laddish, 400 Morgan Street, thanked staff for bring this element forward and providing the opportunity to discuss the General Plan. Kate inquired about the following: how the possibility of development will impact public safety and what might be needed to change with development and increasing population; how the change in climate will impact this element with the focus on water; is the City equipped to handle peak storm and drought events; how will peak discharge impact the groundwater recharge. Kate added this element would tie in with the climate action plan.

City Manager Donlevy said development has a direct impact on parks, facilities and services, all of which come about with development. The affordability of police and fire services, parks, recreation, and park facilities are predicated on actual buildout within the City's General Plan. The proposed sports park won't happen without some level of growth and development.

Regarding a General Plan refresh, City staff is waiting for the State to issue the state-mandated RHNA, Regional Housing Need Allocation. This information will be used for the housing element, which will outline the overall goal for housing and affordable housing.

Mayor Pro Tem Cowan said the Public Safety Facility was built to accommodate buildout. Council Member Loren said the schools currently have 1,500 students, which is far from maximizing the capacity of 2,200. Council Member Loren asked if a Climate Action Commission might be formed and asked to put this subject on a future agenda, adding that the City needs to update their GHG, or greenhouse gas numbers.

CITY MANAGER REPORT: City Manager Donlevy participated in a conference call regarding a housing bill, which is the #1 topic in California. The DOF is getting ready to release the RHNA numbers, which will be reflected in the housing element in 2020. The bill that was signed included housing elements and a lot of money for planning. Cities that are housing-friendly will be eligible for some things; the cities not in compliance will be taken to court and fined between \$10k and \$600k (\$100k/day up to six days.) Grants are coming down, but small cities may not receive much funding. Homelessness continues to be a big topic in Yolo County - information regarding affordable housing programs will be included on the City's website. Scheduled to sit on a California Groundbreakers panel in Sacramento next week alongside Rob on the Road.

Mayor Pro Tem Cowan inquired whether property owners flooded by Olive Grove have been taken care of, which was supposed to happen before permits were issued. He thought the engineer and developer came to an agreement regarding Phase 2 Improvements and wants assurances that something will be done.

Council asked for an update on the parking master plan. There were a number of recommendations given and asked if there was a timeline to complete these recommendations.

Council requested a workshop or future meeting to present accurate information regarding past and future north area planning. A lot of information is circulating around town that is misleading and inaccurate. Council would like to present facts and describe the process to people will know what has actually happened. This needs to be addressed soon. Possible participants could be Heidi Tschudin and Todd Cutler as Council wants to get the facts out to the public.

Council said enormous RHNA numbers are coming our way. This is the largest push to address housing. This topic also needs a public meeting.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Biasi adjourned the meeting at 6:30 p.m. in memory of David Rodriguez, who recently passed away.

Bill Biasi, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2019
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager 
SUBJECT: Authorize City Manager to execute Memorandum of Understanding (MOU) with Yolo County Housing (YCH) for continuing Sewer Services at El Rio Villa Housing Development

RECOMMENDATION: Approve Memorandum of Understanding (MOU) with Housing Authority of the County of Yolo for Sewer Services at El Rio Villa Housing Development and authorize city manager to execute agreement.

BACKGROUND: The original agreement for sewer services at El Rio Villa was executed in 1979. Many improvements were made to that original MOU in 2009. The term of the current agreement for sewer services with YCH expired on July 31, 2019. The City and YCH staffs have made some revisions to the MOU which reflect that sewer services are no longer maintained by contractor and simplified the need for two different funds to track expenses. There is also a sizeable balance which has accrued in their account; as such staff has reduced the monthly service fee to better reflect the costs that have been incurred over the last 10 years and for the foreseeable future. There will be a minimal monthly fee of \$50 to allow the on hand balance to be reduced to a more reasonable amount. In addition YCH shall pay the standard City per unit rate for residential sewer services. Staff will be installing a standby generator and light at the lift station soon which will improve the reliability of the station.

Annual costs may be adjusted by the City from time to time on an annual basis to make adjustments necessary due to:

- 1) increase in level of service caused by new regulations by the SWRCB, the State, Federal or Local government.
- 2) Increased flows causing a change in City operation
- 3) Upgrades to equipment as needed.

FISCAL IMPACT: Monthly Fees towards O & M expenses to be paid by YCH to the City are \$50 monthly or \$600 annually plus the monthly per unit sewer charges currently \$67.02

Attachment:
MOU and Budget Sheet

Agreement No. 012-19

**(Memorandum of Understanding Between the City of Winters and
the Housing Authority of the County of Yolo for Sewer Services)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed between the CITY OF WINTERS, a municipal corporation herein called "CITY", and the HOUSING AUTHORITY OF THE COUNTY OF YOLO, a public body corporate and politic organized and existing under the laws of the State of California, hereinafter called "YCH."

WITNESSETH:

WHEREAS, YCH is currently using sewer services provided by CITY for its EL RIO VILLA HOUSING DEVELOPMENT, located at 62 Shams Way, Winters, California, hereinafter called "EL RIO VILLA"; and

WHEREAS, the parties wish to enter into this MOU to replace the existing agreement dated October 1, 2009 that is set to expire on June 30, 2019 for purposes more specifically defining the obligations of CITY and YCH.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between CITY and YCH as follows:

SECTION 1. SERVICE

1. CITY agrees to continue to provide YCH's EL RIO VILLA, with domestic sewer services subject to maximum daily flow restrictions as hereinafter set forth in Section 4 below. As part of said service:
 - a. YCH confirms its grant to CITY of full rights of ingress and egress to YCH's pump station and YCH's lines and connections, at any time. The sewer service provided by CITY shall be restricted solely to domestic waste and shall not be sewage from commercial, industrial or any other type of waste discharges.
 - b. YCH shall comply with all ordinances, rules and regulations of CITY related to control and discharge of sewage.
 - c. YCH specifically agrees that it will not allow any discharges prohibited by the State Water Resources Control Board, hereinafter called "SWRCB".
2. While CITY shall provide for the operation of sewer services at EL RIO VILLA, YCH agrees, at its sole cost and at all times, to be financially responsible for the

maintenance, repair and replacement of all sewer lines, sewer line force mains, lift station, and pumps necessary to transport wastewater from EL RIO VILLA to the MAIN PUMP STATION to be located at the site of the existing Winters Wastewater Treatment Plant.

SECTION 2. INDEMNIFICATION

1. YCH shall defend, indemnify and hold the CITY harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from YCH's the performance of this MOU, with the exception of, and in proportion to, matters that are based upon the negligent or intentional acts or omissions of the CITY, its officers, agents, employees, subcontractors or volunteers.
2. CITY shall defend, indemnify and hold YCH harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from CITY'S operations or the performance of this MOU, with the exception of, and in proportion to, matters that are based upon the negligent or intentional acts or omissions of YCH, its officers, agents, employees, subcontractors, or volunteers.

SECTION 3. SEWER LINES/LIFT PUMP STATION

1. YCH, as owner, shall be fully financially responsible for the security of the sewer lines, connections, clean-outs, and pump station, outside the city limits of the City of Winters, and for all electricity charges thereto.
2. At its own expense, YCH shall comply with any and all security requirements of the SWRCB, or the State, Federal, YSAQMD or Local government. CITY shall be responsible for maintenance, repair and replacement of sewer lines within the city limits of the City of Winters.
3. YCH shall establish a schedule for line inspection, and provide to CITY information on the replacement of its sewer lines and connections when necessary. YCH shall provide to CITY funds for such replacement in a timely manner, to avoid any violation of SWRCB rules and regulations.

SECTION 4. FLOW CAPACITY

Notwithstanding anything to the contrary contained herein regarding delivery of sewer services, it is mutually agreed that the maximum sewer services to be provided to EL RIO VILLA by CITY shall be limited to a dry weather flow of 36,000 gallons per day. No sewer service above said quantities shall be guaranteed, but CITY upon its sole determination and election may provide EL RIO VILLA with additional flow capacity upon request, dependent

upon available sewer facility capacities and limitations of the system, future anticipated requirements of CITY and any other factors that CITY may wish to consider. In such event, the sewer service charge shall be adjusted to reflect the increased cost of operation and maintenance.

SECTION 5. RATES & FEES

1. Upon execution of this MOU, CITY agrees that YCH shall pay the CITY the standard CITY rate for residential service paid by the residents within the City of Winters. The current rate of ~~\$~~\$67.02 per unit sewer service fee per month (\$8,310.48/month) will be adjusted annually, in the same manner as other residential units served by the CITY. *In addition*, CITY will adopt a schedule of fees in excess of its base contract with its sewer service provider, for emergency call-outs or extra work caused by the line blockages and overflows of YCH's own lines or pump failure. Such fees shall be at CITY's actual cost paid to its private sewer service provider.
2. In addition, sewer charges may be adjusted by CITY from time to time on an annual basis, including retroactive adjustment to reflect annual costs, based upon the: (1) increase in level of service caused by new regulations of SWRCB, or the State, Federal or Local government; or (2) increased flows causing a change in CITY operation. Said charges shall not include a charge for capitalization or depreciation of existing or of CITY'S allocated portion of CITY sewer facilities, including collection and interceptor lines, and ponds, but shall include all other pro-rata costs of operation, maintenance and any subsequent capital improvements that may be added to the system which are used for YCH's sewage collection disposal and treatment.
3. YCH may request and CITY shall provide the cost figures used in computing YCH charges, but such request shall not be made more often than annually or upon a change of rate. Any cost incurred by CITY above normal costs incurred in establishing the annual rate shall be borne solely by YCH. All payments shall be made by YCH in accordance with YCH's standard payables policies and practices.
4. YCH shall pay annual operations/maintenance and capital projects costs of \$600 at the rate of \$50.00 per month. In addition, annual operating costs may be adjusted by CITY from time to time on an annual basis, including retroactive adjustment to reflect annual costs, based upon the: (1) increase in level of service caused by the new regulations of SWRCB, or the State, Federal or Local government; or (2) increased flows causing a change in CITY operation

SECTION 6. TERM AND TERMINATION

SECTION 6. TERM AND TERMINATION

1. YCH may terminate this MOU at any time on ten (10) days' written notice to CITY. Notwithstanding the termination notice, the CITY shall retain the right to continue the sewer service until relieved of its obligation as "operator" by SWRCB. Upon receipt of YCH's termination notice, CITY shall undertake all reasonable efforts to be relieved by SWRCB in as expeditious a manner as possible. YCH shall be obligated to continue compensation to CITY until such relief is granted by SWRCB.
2. The term of this MOU is ten (10) years, beginning on July 1, 2019 and ending on June 30, 2029, subject to YCH's right of prior termination under Paragraph 1 of this section, and thereafter shall be automatically renewed from year to year without further notice. However, after the initial 10-year term, CITY and YCH shall have the right to terminate this MOU by giving written notice of termination at least one (1) year in advance.
3. In addition, this MOU shall terminate at any time that performance of terms, covenants and conditions would be contrary to applicable Federal, State or local statutes, ordinance, rules and regulations.

SECTION 7. INSURANCE

During the term of this MOU, each party, at its sole cost and expense, shall obtain and maintain throughout the entire term of this MOU the following insurance policies:

1. General public liability insurance in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage and Five Million Dollars (\$5,000,000) per aggregate, or equivalent self-insurance subject to approval by each party;"
2. Automobile insurance in an amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, including coverage for hired and non-owned vehicles; and
3. Worker's compensation insurance to the established California limits.
CITY, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured or as additional covered party for self-insurance, on all liability insurance or self-insurance maintained by YCH other than workers' compensation and automobile insurance. Any insurance maintained by CITY shall apply in excess of, and not contribute with, insurance provided by YCH's self-insurance or liability insurance policy. YCH, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured or as additional covered party for self-insurance, on all liability insurance or self-insurance

maintained by CITY other than workers' compensation insurance. Any insurance maintained by YCH shall apply in excess of, and not contribute with, insurance provided by CITY's self-insurance or liability insurance policy. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the other party. Upon request, each party shall provide the other party proof of such insurance coverage.

SECTION 8. INDEPENDENT CONTRACTOR

1. Neither YCH nor any of its officers or employees shall have any control over the conduct of CITY or any of CITY's employees. YCH shall have no voice in the selection, discharge, supervision or control of CITY's employees, representatives or agents, or in fixing their compensation or hours of service. CITY expressly warrants not to, at any time or in any manner, represent that it or any of its agents, representatives or employees, are in any manner agents, representatives or employees of YCH. CITY is, and shall at all times remain, a wholly independent contractor, and CITY's obligations to the YCH are solely such as are prescribed by this MOU.
2. Neither CITY nor any of its officers or employees shall have any control over the conduct of YCH or any of YCH's employees. CITY shall have no voice in the selection, discharge, supervision or control of YCH's employees, representatives or agents, or in fixing their compensation or hours of service. YCH expressly warrants not to, at any time or in any manner, represent that it or any of its agents, representatives or employees, are in any manner agents, representatives or employees of CITY. YCH is, and shall at all times remain, a wholly independent contractor, and YCH's obligations to the CITY are solely such as are prescribed by this MOU.

SECTION 9. NOTICES

Except as otherwise specified in this MOU, all notices to be sent pursuant to this MOU shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered in accordance with this Section. All such notices shall be sent by: (i) personal delivery; in which case notice shall be deemed delivered upon receipt; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail; (iii) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or (iv) facsimile transmission, in which case notice shall be deemed

delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received as of the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day. The addresses of the parties are as follows:

City: City of Winters
Attn: City Manager
318 First Street
Winters, CA 95694
Tel: (530) 795-4910
Fax: (530) 795-4935

YCH: Yolo County Housing
Attn: Chief Executive Officer
147 West Main Street
Woodland, CA 95695
Tel: (530) 662-5428
Fax: (530) 662-5429

SECTION 10. WAIVER

The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this MOU by another party hereto shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

SECTION 11. AUTHORITY

Each person executing this agreement on behalf of a party represents that s/he has full power and authority to so execute this document and to bind the party to the terms, covenants and conditions of this MOU.

SECTION 12. ASSIGNMENT

This MOU may be assigned by YCH to any successor public agency but shall not otherwise be assigned in whole or in part without the prior written consent of CITY.

SECTION 13. SUCCESSORS AND ASSIGNS

Subject to any provision under this MOU restricting assignment, the provisions of this MOU shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, *and* personal representatives of the parties to this MOU.

SECTION 14. LEGAL FEES

Each party will bear its own defense costs, including but not limited to. attorney's fees and costs, in the event a controversy or litigation occurs in connection with the performance by YCH or CITY of the terms, covenants and conditions of this MOU.

SECTION 15. GOVERNING LAW

This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Yolo County, California.

SECTION 16. TIME IS OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this MOU.

SECTION 17. SEVERABILITY

If any provision of this MOU is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.

SECTION 18. AMENDMENT

This MOU may be amended only by a written instrument executed by all parties hereto, and any other purported amendment shall be of no force or effect.

SECTION 19. COUNTERPARTS

This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same one document.

SECTION 20. ENTIRE AGREEMENT

This MOU constitutes. the entire agreement between the parties and supersedes all prior agreements, representations, warranties, statements; promises and understandings, whether oral or written, with respect to the subject matter hereof and no party shall be bound .by any representations, statements, promises or understandings not specifically set forth in this MOU.

In the event of a dispute between the parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU 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 MOU.

IN WITNESS WHEREOF, the parties hereto agree this ____ day of _____, 2019

HOUSING AUTHORITY OF THE COUNTY OF YOLO

CITY OF WINTERS

By: Lisa A. Baker, Chief Executive Officer

By: Bill Biasi, Mayor

APPROVED AS TO FORM

By: Hope Welton, Agency Counsel

By: Ethan Walsh, City Attorney



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2019
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Christopher Bennett

RECOMMENDATION:

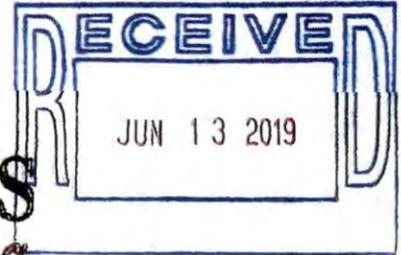
It is recommended that the City Council deny the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

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 \$2,000 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>Christopher Bennett</u>		Date of Birth of Claimant <u>04-28-1968</u>
Home Address of Claimant City and State <u>813 Wilson Ave Vallejo Ca 94590</u>		Occupation of Claimant <u>Disabled</u>
Business Address of Claimant City and State <u>N/A</u>		Home Telephone Number <u>707-297-1267</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: <u>Same as above</u>		
When did DAMAGE or INJURY occur? Date <u>05-13-19</u> Time <u>2:59 pm</u> If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____	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. <u>YES</u> / NO (circle one)	

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.

Intersection of Railroad and Grant Winters, California
Describe in detail how the DAMAGE or INJURY occurred:
I was stopped at a red light, going straight. The left turning lane light turned green, but mine was still red. Suddenly, I was struck from behind.

Names of any employees involved in INJURY or DAMAGE: Ramiro Barerra
Why do you claim the Entity is responsible? The other party admitted he thought the light was green and he ran into me.

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	\$2,885.63
Damage to property	\$ IN EXCESS OF THIS	Future expenses for medical and hospital care	\$ Unknown
Expenses for medical and hospital care	\$ IN EXCESS OF \$25,000	Future loss of earnings	\$ NA
Loss of earnings	\$	Other prospective special damages	\$ unknown
Special damages for	\$	Total estimate prospective damages	\$ IN EXCESS OF \$25,000.00
General Damages	\$ IN EXCESS OF \$25,000.00		
Total damages incurred to date	\$ IN EXCESS OF \$25,000.00		
Total amount claimed as of date of presentation of the claim:	\$ IN EXCESS OF \$25,000.00		

Was damage and/or injury investigated by police? NO If so, what city? _____
 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 05/15/19 4:00pm Kenny Chiropractic
318 Seneca Blvd. Vollejo

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

Name _____ Address _____ Phone _____
 Name _____ Address _____ Phone _____
 Name _____ Address _____ Phone _____

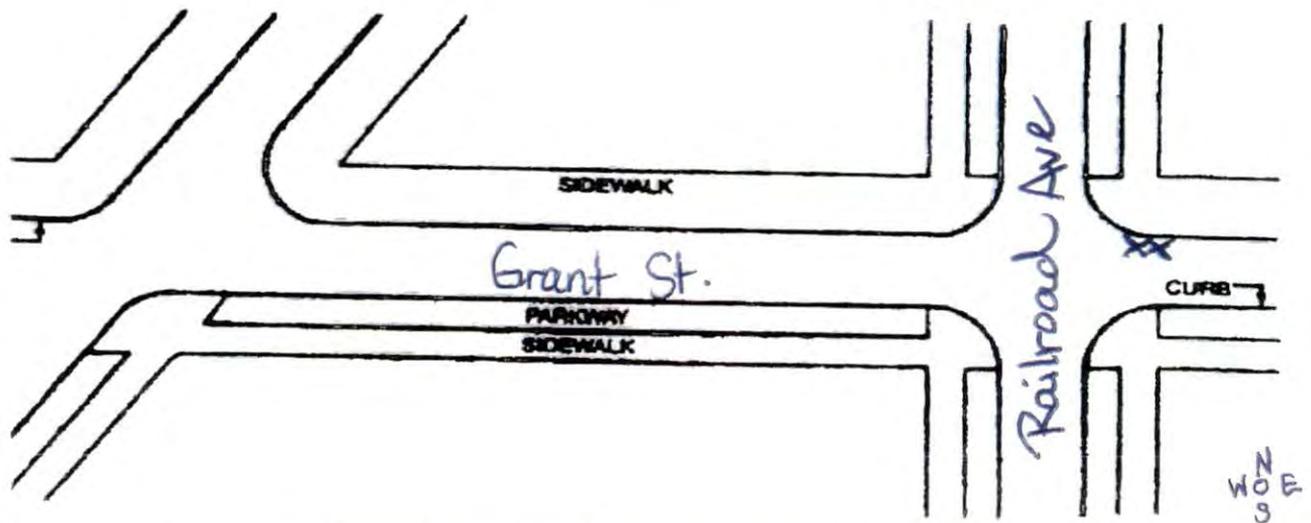
DOCTORS and HOSPITALS

Hospital _____ Address _____ Date Hospitalized _____
 Doctor Maria Kenny-Kenny Chiropractic Address 318 Seneca Blvd. Date of Treatment Started 05-15-19
 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>Chris Bennett</u>	PRINT Name: <u>CHRIS BENNETT</u>	Date: <u>5/16/19</u>
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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)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 16, 2019
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Resolution No. 2019-30 authorizing staff to go out to bid for Phase 2 - Mechanical /Electrical additions for the Waste Water Treatment Facility (WWTF) Influent Screening Improvements. Award lowest bidder and execute contract for Project No. 16-03 and Approve Revised Project Budget

RECOMMENDATION: Staff recommends the City Council:

- 1) Adopt Resolution No. 2019-30 authorizing staff to go out to bid for Phase 2 - Mechanical /Electrical additions for the Waste Water Treatment Facility(WWTF) Influent Screening Improvements Phase 2
- 2) Authorize staff to award lowest bidder and City Manager to execute contract
- 3) Approve Revised Project Budget

BACKGROUND: Syblon Reid is continuing construction of the Influent Screen Improvements. Staff has recently learned that the City will be awarded additional funds from the CA State Infill Infrastructure Grant 2019 which will enable the City to add the additions of the mechanical screen and required electrical components to this project scope that were part of the original desired design of the project. The City had to scale the project back due to insufficient funding to construct the project to its full scope. Adding Phase 2 the mechanical screen will eliminate the need for manual bar screen, which will enable staff to operate the bar screen in a much more efficient and safe manner.

Staff has expanded the West Yost scope of work to complete the bid documents and has adjusted the Syblon Reid scope to accommodate these changes, so as to avoid having to remove now unnecessary parts once the additional work is ready to begin. Staff was advised by legal staff that it would be in the City's best interest to go out to bid for this additional work rather than simply added the extra work to current Syblon Reid's existing contract. We expect to go out to bid early August , bids will be due two weeks after advertised. Engineers estimate for this additional work is \$801,000. Additional engineering, inspection and contingency cost will bring the Phase 2 estimated total to \$957,000 With these council approvals the award and execution can be done in a timely manner allowing for the most efficient construction continuation. With the completion of homes ongoing it is imperative that

we get this influent screening equipment on line and operational as soon as possible.

FISCAL IMPACT: The revised PBS of \$957,000 to be funded using CA State Infill Infrastructure Grant 2019

Attachments Resolution No. 2019-30
Revised PBS

RESOLUTION No. 2019-30

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WINTERS AMENDING THE
CITY OF WINTERS 2018-2019 ADOPTED OPERATING BUDGET**

WHEREAS, On June 19, 2018 the City Council of the City of Winters adopted operating budget for Fiscal Year 2018-2019 and 2019-2020; 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 2019-2020 be amended as follows:

Section 1: Increase budgeted expenditures in the following funds and accounts for fiscal year 2019-2020 from Sewer Impact Fee of \$957,000 to fund expenditures for this budget cycle for Influent Screen Project Additional Work:

a. 418-57913-640-S16 \$957,000

PASSED AND ADOPTED by the City Council, City of Winters, this 16th day of July, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Tracy Jensen, Records and Information Manager/City Clerk
SUBJECT: Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

RECOMMENDATION: That the Council designate a voting delegate and up to two alternates to vote at the Annual Business Meeting at the League of California Cities Annual Conference to be held in Long Beach, California from October 16th - October 18th, 2019.

BACKGROUND: An Annual Business Meeting is held during the General Assembly as part of the League of California Cities Annual Conference each year to consider and take action on resolutions that establish League policy. This year the business meeting will take place on Friday, October 18th at 12:30 p.m. at the Long Beach Convention Center.

The League's bylaws require that the Council take action to designate the voting delegate and two voting delegate alternates. It is also required that the voting delegate and voting delegate alternates be registered to attend the conference.

FISCAL IMPACT:
None.

Council Action Advised by August 30, 2019

June 10, 2019

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: Winters

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254