



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, February 4, 2020  
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*

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Joint Meeting of the Winters City Council and the Winters Planning Commission Held on Tuesday, January 21, 2020 (pp. 5-8)
- B. Resolution SA-2020-01, a Resolution of the Successor Agency to the Dissolved Community Development Agency of the City of Winters Approving the 2020-2021 ROPS (Recognized Obligation Payment Schedule) (pp. 9-15)
- C. Resolution 2020-08, a Resolution of the City Council of the City of Winters Adopting the City of Winters Injury and Illness Prevention Program (IIPP) (pp. 16-26)
- D. Resolution 2020-11, a Resolution of the City Council of the City of Winters Approving a Budget Adjustment Accepting Yolo Energy Watch (YEW) Funding to Support Civic Spark Fellow (pp. 27-28)
- E. Amendment 4 to Wallace-Kühl Agreement 006-16 for Ongoing Monitoring Tasks at the Old Landfill (pp. 29-31)
- F. Authorization for Work Order 20-001 with Woodard & Curran for Water Engineering Services Associated with New Development (pp. 32-39)
- G. Final Acceptance of Winters Highlands Ph. 1A Improvements (pp. 40-43)

### PRESENTATIONS

Animal Shelter JPA Project & Survey Results Presented by Lisa Gaynes

### DISCUSSION ITEMS

- 1. Public Hearing for the Proposed Rate Increases for City Integrated Waste Management Services; Resolution 2020-10, a Resolution of the City Council of the City of Winters Adopting Refuse Service Rate Increases (pp. 44-56)
- 2. Public Hearing and Adoption of Resolution 2020-09, a Resolution of the City Council of the City of Winters Approving an Application for

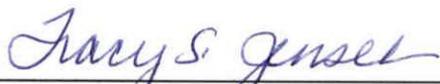
- Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2019-2020 Funding Years of the State CDBG Program (pp. 57-60)
3. Intergovernmental Agreement with Yolo County Housing ("YCH") for Affordable Housing and Grants Management Services (pp. 61-77)
  4. Animal Services Joint Power Agency and Agreement (pp. 78-89)
  5. Sixth Cycle Housing Element Request for Proposals for the City of Winters (pp. 90-103)
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## CITY MANAGER REPORT

### INFORMATION ONLY

#### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the February 4, 2020 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on January 30, 2020, and made available to the public during normal business hours.



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Tracy S. Jensen, City Clerk

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

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

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

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*View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)  
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

*Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.*

*City Council agenda packets are available for review or copying at the following locations:*

*City Hall – Finance Office - 318 First Street*

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Minutes of the Joint Meeting of the Winters City Council and the  
Winters Planning Commission Held on January 21, 2020

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Mayor 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, Planning Commissioners David Adams, Ramon Altamirano, Gregory Contreras, Patrick Riley, Planning Commission Chairman Paul Myer  
Absent: Planning Commissioner Vice Chair Lisa Baker and Planning Commissioner Daniel Schrupp  
Staff: City Manager John W. Donlevy, Jr., City Attorney Iris Yang, Fire Chief Brad Lopez, Public Works Superintendent Eric Lucero, Civic Spark Fellow Chris Flores, Contract Planner Dave Dowswell, City Clerk Tracy Jensen

Peter Hunter led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Loren, second by Council Member Neu to approve the agenda with no changes. 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/PLANNING COMMISSION/STAFF COMMENTS: Verbal updates were provided by Council.

PUBLIC COMMENTS: None

### 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, January 7, 2020
- B. Resolution 2020-01, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute an On-Call Consultant Services Agreement with Woodard Curran for Water & Sewer Engineering Services
- C. Resolution 2020-02, a Resolution of the City Council of the City of Winters Approving a Memorandum of Understanding Between the City of Winters and the Winters Police Officers Association; Resolution 2020-03, a Resolution of the City Council of the City of Winters Approving a Memorandum of Understanding Between the City of Winters and the Winters Fire Department; and Resolution 2020-04, a Resolution of the City Council of the City of Winters Approving the 2020 Salary Schedule
- D. Agreement with Hansford Economic Consulting for Drainage Fee Update and ADU Development Impact Fees
- E. Resolution 2020-06, a Resolution of the City Council of the City of Winters Authorizing the City to Amend Terms of Down Payment Assistance Loan to Permit Borrower to Refinance Existing Loan to Pay for Necessary Home Improvements
- F. Claim Against the City of Winters – Sigrid Nelson
- G. Resolution 2020-07, a Resolution of the City Council of the City of Winters Approving a 365-Day Extension for Completion of the Fairfield Inn Public Improvements for the Public Improvement and Maintenance Agreement with Ashraf Ali
- H. Resolution 2020-05, a Resolution of the City Council of the City of Winters Approving a 2019/2020 Budget Adjustment for an Emergency Generator and Lighting Project for the Yolo County Housing (YCH) El Rio Villa Sewer Lift Station
- I. Neighborworks Sacramento – Exclusive Negotiation Agreement

City Manager Donlevy provided an overview of the Consent Calendar. Motion by Council Member Neu, second by Council Member Loren 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

City Manager Donlevy introduced former Fire Chief Gary Fredericksen from the Yocha Dehe Fire Department and spoke of the influence he brought to the region, including his involvement in the formation of the West Valley Training Consortium. He also provided his expertise and funding to the Yolo Emergency Communications Agency, who serves multiple fire and law enforcement agencies in Yolo, Colusa, and Sutter Counties. Chief Fredericksen's generosity has been overwhelming and City Manager Donlevy thanked him for his service. Fire Chief Brad Lopez then presented Chief Fredericksen with a Proclamation from the Winters City Council and offered his congratulations.

## DISCUSSION ITEMS

### 1. Workshop on Community Engagement

City Manager Donlevy said the goal of this workshop was to receive input from the community about the best ways to go about receiving input from the community. During the next 24 months, staff will be working on a number of projects that will require a lot of planning and input. City Manager Donlevy then introduced the moderator, Planning Commission Chairman Paul Myer, who then gave an overview of the questions that staff would be asking the community this evening:

- Who are the people, groups and stakeholders we want to reach?
- How do we get their participation?
- What methods or vehicles should we use for outreach?
- Where do we get the outreach from people?
- What approach to getting input and participation?
- What types of incentives can we use to get participation?
- What are some key elements of a community engagement plan? What are the inputs we want to get from people?
- How should we communicate with people who want to be informed but are not interested in participating?

Following the interactive presentation, City Manager Donlevy said staff will summarize the answers and opinions given and make the information available to the public for further input. Staff will then bring back at the end of February a target for strategy and specifics on how we move forward. Moderator Paul Myer asked what has to happen to make people be heard? Kate Laddish said during the Complete Streets process, the group had a defined purpose. Ownership in the discussion is key. City Manager Donlevy said summarized responses will be posted on social media and additional input will be encouraged. Staff will plan another meeting similar to this one and attempt to come up with a draft of an overall strategy to be published, offering people to provide

additional feedback. As we move forward on various projects, we can plug in the strategy for each project.

Mayor Biasi thanked everyone for coming to the meeting tonight. There are some important topics coming up, both short term and long term for the future. Mayor Biasi asked everyone to go to the resources provided by staff tonight and provide their input to make sure everyone has been heard and their ideas are acted upon.

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CITY MANAGER REPORT: None

ADJOURNMENT: Mayor Biasi adjourned the joint meeting at 7:39 p.m.

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Bill Biasi, MAYOR

ATTEST:

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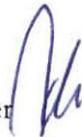
Tracy S. Jensen, City Clerk



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

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

DATE: February 4, 2020

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

FROM: Shelly A. Gunby, Director of Financial Management/City Treasurer 

SUBJECT: Consideration of Resolution SA-2020-01 of the City of Winters as Successor Agency to the Winters Community Development Agency adopting a Recognized Obligation Payment Schedule pursuant to AB1X 26.

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**RECOMMENDATION:**

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

**SUMMARY:**

In accordance with Health and Safety Code Section 34177, added by Assembly Bill IX 26, the City of Winters as Successor Agency to the Winters Community Development Agency ("Agency") is required to adopt a Recognized Obligation Payment Schedule (ROPS) for each 6 month period beginning January 2012. Legislation approved in 2015 changed the filing requirement from a 6 month ROPS to a 12 month ROPS that is the same time period as the City's Fiscal Year. The legislation requires that the July 1, 2020 through June 30, 2021 ROPS be submitted to the Yolo County Auditor, the Department of Finance and the State Controller's office by February 1, 2020.

**DISCUSSION**

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

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

The 20-21 ROPS was presented to the County Oversight Board on January 28, 2020 for approval and submittal to the Department of Finance as required by law.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

Recognized Obligations Payment Schedule 20-21  
Resolution SA-2020-01

**RESOLUTION NO. SA-2020-01**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED  
COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS  
APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE  
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021**

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

WHEREAS, The Department of Finances requires the Recognized Obligation Payment Schedule (ROPS 20-21) for the period July 1, 2020 through June 30, 2021 be adopted and submitted to the Department of Finance no later than February 1, 2020.

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

The Successor Agency hereby approves and adopts the ROPS 20-21 attached to this Resolution as Exhibit A.

APPROVED AND ADOPTED by the Successor Agency to the former Community Development Agency of the City of Winters at a regular meeting held on the 4th day of February, 2020, by the following vote.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Wade Cowan, Chair

ATTEST:

\_\_\_\_\_  
Secretary

## Winters

## ROPS 2020-21 Annual

SummaryDetailCash BalancesSubmission

Requested Funding for Obligations		20-21A Total	20-21B Total	ROPS Total
<b>A</b>	<b>Obligations Funded as Follows (B+C+D)</b>	<b>0</b>	<b>0</b>	<b>0</b>
B	Bond Proceeds	0	0	0
C	Reserve Balance	0	0	0
D	Other Funds	0	0	0
<b>E</b>	<b>Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>641,245</b>	<b>644,864</b>	<b>1,286,109</b>
F	RPTTF	516,245	519,864	1,036,109
G	Administrative RPTTF	125,000	125,000	250,000
<b>H</b>	<b>Current Period Obligations (A+E)</b>	<b>641,245</b>	<b>644,864</b>	<b>1,286,109</b>

Winters  
ROPS 2020-21 Annual

Summary      Detail      Cash Balances      Submission

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips](#).

Export to Excel      Note: Cash Balances data is auto-saved.

July 1, 2017 through June 30, 2018  
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H
		Bond Proceeds		Fund Sources	Other Funds	RPTTF	
	ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Reserve Balance	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
				Prior ROPS RPTTF and Reserve Balances retained for future period(s)			
1	Beginning Available Cash Balance (Actual 07/01/17) RPTTF amount should exclude "A" period distribution amount						
2	Revenue/Income (Actual 06/30/18) RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor- Controller				11	1,189,043	
3	Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)			0		1,140,064	EXPENDITURES WERE LESS THAN APPROVED DUE TO THE REFUNDING OF BONDS AT LOWER INTEREST RATES.
4	Retention of Available Cash Balance (Actual 06/30/18) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 17-18 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC			No entry required			
6	Ending Actual Available Cash Balance (06/30/18) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$	0 \$	0 \$	0 \$	11 \$	48,979

# Winters

## ROPS 2020-21 Annual

Summary

Detail

Cash Balances

Submission

Filter



Export to Excel

Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
 5	Loan Due City of Winters	SERAF/ERAF	05/10/2010	06/30/2015	City of Winters	Loan Due for 2010 SERAF	355,065	174,989	
 8	Visitor Center Funding	Business Incentive Agreements	02/01/2011	12/31/2012	Winters Chamber of Commerce	Winters Visitor Center Operations Funding	-	-	
 15	Winters Cemetery District	Miscellaneous	06/04/1993	06/04/2023	Winters Cemetery District	Miscalculated pass through amounts (Civil Code Section 343)	-	-	
 16	Administration Allowance	Admin Costs	01/01/2012	06/04/2023	City of Winters	Successor Agency Allocated Expenditures	250,000	250,000	

Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
 17	Low Mod Income Housing Fund	Miscellaneous	06/04/1993	06/04/2023	Winters Housing Successor Agency	Funding for Low and Mod Income Housing	-	-	
 18	Housing	Improvement/Infrastructure	05/31/2007	06/04/2023	Winters Housing Successor Agency	Funding for Low and Mod Income Housing	-	-	
 20	2017 Bonds	Refunding Bonds Issued After 6/27/12	03/15/2017	09/01/2038	Bank of New York	Refund of Series 2004 and 2007 TABS	19,016,562	857,500	
 21	Trustee Services	Professional Services	03/15/2017	09/01/2038	Bank of New York	Trustee Services 2017 Refunding Bonds	39,270	1,870	
 22	Continuing Disclosure Services	Professional Services	03/15/2017	09/01/2038	Urban Futures, Inc.	Continuing Disclosure Reporting 2017 refunding Bonds	36,750	1,750	



**CITY COUNCIL  
STAFF REPORT**

**DATE:** February 4, 2020  
**TO:** Mayor and City Council  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Injury and Illness Prevention Program

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**RECOMMENDATION:**

That the City Council adopt Resolution 2020-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ADOPTING AN INJURY AND ILLNESS PREVENTION PROGRAM

**BACKGROUND:**

Pursuant to the California Occupational Safety and Health Act, all employers in California are required to have a written Injury and Illness Prevention Plan (IIP). The benefits of the plan are to facilitate and help provide improved workplace safety and a framework for identifying and correcting workplace hazards within the City.

**Discussion:**

Resolution 2020-08 adopts an IIP for the City of Winters. It is the policy of the City of Winters to maintain a safe and healthy work environment for each employee, and to comply with all applicable occupational health and safety regulations. This Injury and Illness Prevention Program (IIPP) is intended to establish a framework for identifying and correcting workplace hazards, building morale and the idea that management, supervisors and employees work together to enhance productivity, safety and reduce the costs of doing business.

**FISCAL IMPACT:** None by this action.

Resolution No. 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ADOPTING AN INJURY AND ILLNESS PREVENTION PROGRAM

WHEREAS Pursuant to California Occupational Safety and Health Act and the *California Code of Regulations*, Title 8, Employers in California are required to have an effective written Injury and Illness Prevention Program (IIPP)

WHEREAS, the benefits of an effective IIPP include improved workplace safety and health, better morale, increased productivity, and reduced costs of doing business.

WHEREAS, It is the policy of the City of Winters to maintain a safe and healthy work environment for each employee, and to comply with all applicable occupational health and safety regulations. This Injury and Illness Prevention Program (IIPP) is intended to establish a framework for identifying and correcting workplace hazards within the city; and

WHEREAS, the City's Human Resources Division, Supervisors and Employees all play a critical role in working together in partnership to create a safe and healthy work environment; and

WHEREAS, the City of Winters Injury and Illness Prevention Program is established to help facilitate a quality workplace for all employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters adopts the Injury and Illness Prevention Program (Exhibit A).

DULY AND REGULARLY ADOPTED this 4th day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WINTERS

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Bill Biasi, Mayor

ATTEST:

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Tracy Jensen, City Clerk

# ***DRAFT* - City of Winters**

## **Injury and Illness Prevention Program**

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- IV. IDENTIFYING & COMMUNICATING WORKPLACE HAZARDS**
- V. CORRECTING WORKPLACE HAZARDS**
- VI. INVESTIGATING INJURIES AND ILLNESSES**
- VII. EMPLOYEE HEALTH AND SAFETY TRAINING**
- VIII. ENSURING COMPLIANCE**
- IX. RECORD KEEPING**

#### **I. INTRODUCTION AND PURPOSE**

It is the policy of the City of Winters to maintain a safe and healthy work environment for each employee, and to comply with all applicable occupational health and safety regulations. This Injury and Illness Prevention Program (IIPP) is intended to establish a framework for identifying and correcting workplace hazards within the city.

#### **II. RESPONSIBILITIES**

The City Manager, John Donlevy, Jr. has primary authority and responsibility to ensure implementation and maintenance of this IIPP. This is accomplished by communicating the City of Winters emphasis on health and safety, analyzing work procedures for hazard identification and correction, ensuring regular workplace inspections, providing health and safety training, and encouraging prompt employee reporting of health and safety concerns without fear of reprisal.

The Human Resources Manager, Crystal Zaragoza is responsible for:

- Working with department heads to address facility-related safety concerns.
- Assisting in the coordination of required health and safety training.
- Ensuring that the Safety Committee is aware of all accidents which have occurred, and all hazards which have been observed since the last meeting.
- Maintaining copies of Safety Committee minutes and other safety-related records.
- Assuring the City Manager is provided with a copy of all Safety Committee meeting minutes.

Supervisors play a key role in of our IIPP, they are responsible for:

- Communicating to their staff the City of Winters's emphasis on health and safety.
- Ensuring periodic, documented inspection of workspaces under their authority.
- Promptly correcting identified hazards.
- Modeling and enforcing safe and healthful work practices.
- Providing appropriate safety training and personal protective equipment.
- Implementing measures to eliminate or control workplace hazards.
- Stopping any employee's work that poses an imminent hazard to either the employee or any other individual.
- Encouraging employees to report health and safety issues to the Safety Committee without fear of reprisal.

Employees are required to comply with all applicable health and safety regulations and established safe work practices. This includes, but is not limited to:

- Observe health and safety-related signs, posters, warning signals and directions.
- Review their emergency action plan and know where their designated assembly area is.
- Learn about the potential hazards of assigned tasks and work areas.
- Participate in appropriate health and safety training.
- Follow all safe operating procedures and precautions.

- Use the appropriate personal protective equipment.
- Warn coworkers about defective equipment and other hazards.
- Report unsafe conditions immediately to their supervisor, and stop the work if an imminent hazard is present.
- Participate in workplace safety inspections if asked.

### **III. SAFETY COMMITTEE**

The primary objective of the City of Winters Safety Committee is to provide support to enhance this IIPP. The personal safety and health of each employee is of primary importance and the prevention of all occupational injuries and illnesses is our principal goal.

To the greatest degree possible, this Safety Committee will provide employees with a direct line of communication to management in order to ensure all requirements for personal safety and health are controlled and maintained, in keeping with the highest standards. To achieve this end, the Safety Committee will report directly to the City Manager. The City Manager has been designated as the person with the authority and responsibility for implementing and maintaining our IIPP and will utilize the Safety Committee to achieve this goal.

Each City of Winters employee will have a designated representative on the Safety Committee and through their representative they may make an anonymous notification to the Committee regarding workplace hazards, and have the results communicated back to them, without fear of reprisal.

#### **Committee Members**

Each Department will be responsible for sending two representatives to serve on the Safety Committee for a period of 24 months. One representative will be from the ranks of management and the other from the ranks of the hourly. While the management representative may be designated by their department head, hourly representatives will be elected by a majority vote of their peers.

Police and Fire Departments may send a single representative, provided the representative has previous experience in safety training, accident investigation, or building inspections. If any other department is unable to provide two representatives, then the single representative must be from ranks of the hourly and will have been elected by a majority vote of their peers.

### **Chairperson & Vice Chairperson**

The Human Resources Manager will serve as the Committee Chairperson for a period of 12 months. The Vice Chairperson will be elected by the Committee from the ranks of the hourly employees. At the end of this first 12 month term, the Vice Chairperson will become the Chairperson and the City Clerk will become the Vice Chairperson. At the end of this next 12 month term, the City Clerk serving as Vice Chairperson will again become the Chairperson and the cycle will repeat itself with the committee electing another or possibly the same hourly employee to serve as the Vice Chairperson.

### **Chairperson Responsibilities**

1. Schedules, organizes, sets the agenda, and presides over the Safety Committee Meetings. Meetings will be scheduled on a monthly basis, there is some flexibility in scheduling; however, meetings must take place at least quarterly.
2. Schedules, conducts, and/or oversees departmental safety inspections. Each department/facility will be inspected by a Subcommittee on an annual basis and the results reported to the full Committee for their review and recommendations. Issues not corrected by the time of the meeting or recognized by the committee as needing action will be considered open items and will be assigned a tracking number, a responsible person, and placed on the agenda for the next meeting. Open items will be tracked to conclusion.
3. Collects and provides to the Committee copies of any accident/injury reports from the previous month for review, discussion, and recommendations for corrective action(s). When appropriate, the committee may submit suggestions to management for the prevention of future incidents. When determined necessary, the Committee, may form a Subcommittee to conduct an independent investigation of an accident or alleged hazard to assist in establishing corrective actions.
4. Collects and provides to the Committee copies of any anonymous notifications about workplace hazards for their review, discussion, and recommendations for corrective action.
5. Discuss and report on old or unfinished business from previous meetings.
6. Discuss any new business.
7. Maintains appropriate minutes of Safety Committee meeting activities and provides them to the City Manager on a timely basis.

### **YCPARMIA**

By invitation from the Chairperson, YCPARMIA's Loss Prevention Analyst may join the Safety Committee as a nonvoting member and will serve as an advisor to the Committee. At the direction of the Chairperson, YCPARMIA's representative may also serve on Subcommittees helping to conduct facility audits, accident investigations, or other projects designated by the committee.

**Safety Committee Meetings**

Safety Committee meetings will be conducted in such a manner as to foster a productive work environment. The principal goal being to determine solutions to safety issues affecting our employees.

Safety Committee meetings will be scheduled monthly. In the event a member is unable to attend a meeting, they will be required to send an adequately briefed alternate. In the event the Chairperson is unable to attend the meeting, the Vice Chairperson will Chair the meeting. If both the Chairperson and Vice Chairperson are unable to attend, the meeting will be rescheduled.

A minute taker will be selected to serve on a rotating basis from assigned committee members or the Human Resources Manager may recruit a staff member to serve as the minute taker. The Safety Committee Minutes will contain appropriate records of committee activities and will be distributed to all committee members to post or make available in a central location so that all employees will have access to them. The minutes are designed to document the items that have been covered during the meeting, and will serve as an outline to set the agenda for the next meeting. These minutes will be maintained on file for at least one year.

All Committee decisions will be made by a simple majority vote. The chairperson will ask for a show of hands "all in favor" and "all opposed". The Chairperson and YCPARMIA do not have a vote; however, in the event of a tie the Chairperson will cast the deciding vote.

**Subcommittee Responsibilities**

Subcommittees may be formed in order to conduct facility safety audits, accident investigations, or to determine possible courses of action for the resolution of any safety issues not resolved during regular Safety Committee Meetings. Subcommittees are not intended to be a decision making body and their findings will be presented to the Safety Committee for review and determination.

**IV. IDENTIFYING & COMMUNICATING WORKPLACE HAZARDS**

Regular, annual workplace safety inspections of all City of Winters facilities will be conducted. These inspections will be supplemented with additional inspections whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new occupational safety and health hazard or whenever supervisors are made aware of a new or previously unrecognized hazard.

Supervisors are responsible for the identification and correction of hazards that threaten their staff and should ensure that work areas are inspected at least annually. Supervisors should check for safe work practices with each visit to the workplace and should provide immediate verbal feedback where hazards are observed.

Supervisors are responsible for communicating with all workers about safety and health issues in a manner that is readily understandable by all workers. All personnel are encouraged to communicate safety concerns to their supervisor without fear of reprisal.

The Safety Committee is another resource for communication regarding health and safety issues for any City of Winters employee. Each employee has a representative on the committee that will inform them of hazard corrections and committee activities. Additionally, Safety Committee minutes and other safety-related items are posted or made available at a convenient location within each department. Employees will also be informed about safety matters by e-mail, distribution of written memoranda, container labels, and work area postings.

### **Safety Data Sheets (SDS)**

SDSs provide information on the potential hazards of products or chemicals. Hard copies of SDSs for hazardous materials are available to all employees in a convenient location. If a SDS is found to be missing or out of date, a new one can be obtained by contacting the manufacturer.

SDSs are also available over the Internet from a variety of sources. Videos and training on how to read and understand the information presented on SDS are also available from YCPARMIA.

### **Equipment Operating Manuals**

All equipment is to be operated in accordance with the manufacturer's instructions, as specified in the equipment's operating manual. Copies of operating manuals should be kept with each piece of equipment. Persons who are unfamiliar with the operation of a piece of equipment and its potential hazards must at least read the operating manual before using the equipment. Training may also be sought from an experienced operator or supervisor.

## **V. CORRECTING WORKPLACE HAZARDS**

Hazards discovered either as a result of a scheduled periodic inspection or during normal operations must be corrected by the supervisor in control of the work area, or by cooperation between the department in control of the work area and the supervisor of the employees working in that area. Supervisors of affected employees are expected to correct unsafe conditions as quickly as possible after discovery of a hazard, based on the severity of the hazard.

Procedures that can be used to correct hazards include, but are not limited to, the following:

- Locking and Tagging unsafe equipment "Do Not Use" or "Do Not Operate".
- Stopping unsafe work practices and providing retraining on proper procedures before work resumes.
- Reinforcing and explaining the need for proper personal protective equipment and ensuring its availability.

- Barricading areas that have chemical spills or other hazards and reporting the hazardous conditions to a supervisor or Building Coordinator.

If an imminent hazard exists, work in the area should cease, and the appropriate supervisor must be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to be removed from the area except those qualified and necessary to correct the condition. These qualified individuals will be equipped with necessary safeguards before addressing the situation.

## **VI. INVESTIGATING INJURIES AND ILLNESSES**

### **Injury Reporting**

Employees who are injured at work must report the injury immediately to their supervisor. If immediate medical treatment beyond first aid is needed, call 911. The injured person will be taken to the nearest hospital by ambulance for emergency treatment. If non-emergency medical treatment for work-related injuries or illnesses is needed, call the nearest Medical Provider Network facility.

The supervisor of the injured employee must work with the employee to ensure that the "Employer's Report of Occupational Injury or Illness" and a "Workers' Compensation Claim Form" are completed properly.

If the injured employee saw a physician, the supervisor should obtain a medical release form before allowing the employee to return to work. The health care provider may stipulate work tasks that must be avoided or work conditions that must be altered before the employee resumes their full duties.

### **Injury Investigation**

The employee's supervisor is responsible for performing an investigation to determine and correct the cause(s) of the incident. Specific procedures that can be used to investigate workplace accidents and hazardous substance exposures include:

- Interviewing injured personnel and witnesses.
- Examining the injured employee's workstation for causative factors.
- Reviewing established procedures to ensure they are adequate and were followed.
- Reviewing training records of affected employees.
- Determining all contributing causes to the accident.
- Taking corrective actions to prevent the accident/exposure from reoccurring.
- Recording all findings and actions taken.

The supervisor's findings and corrective actions should be documented and presented to the Safety Committee using the City of Winters "Accident Investigation Report". If the supervisor is unable to determine the cause(s) and appropriate corrective actions, other resources should be sought. The Loss Prevention Analyst at YCPARMIA is available to assist in accident investigations.

The Safety Committee will review each accident or injury report to ensure that the investigation was thorough and that all corrective actions are completed. Investigations and/or corrective actions that are found to be incomplete will be routed back to the supervisor for further follow-up, with specific recommendations noted by the Safety Committee

## **VII. EMPLOYEE HEALTH AND SAFETY TRAINING**

Employee safety training is provided at no cost to the employee and is conducted during the employee's normal working hours. Safety training may be presented by a knowledgeable supervisor, other department personnel, an outside training contractor, or by YCPARMIA. Regardless of the instructor, all safety training should be documented.

### **Initial IIPP Training**

When the IIPP is first implemented, all personnel will be trained on the structure of the IIPP including individual responsibilities under the program, and the availability of the written program. Training will also be provided on how to report unsafe conditions, how to access the Safety Committee, and where to obtain information on workplace safety and health issues.

Personnel hired after the initial training session will be oriented on this material as soon as possible by the appropriate supervisor. These individual training sessions should also be documented.

### **Training on Specific Hazards**

Supervisors are required to be trained on the hazards to which the employees under their immediate control may be exposed. This training aids a supervisor in understanding and enforcing proper protective measures.

All supervisors will ensure that the personnel they supervise receive appropriate training on the specific hazards of work they perform, and the proper precautions for protection against those hazards. Training is particularly important for new employees and whenever a new hazard is introduced into the workplace. Such hazards may include new equipment, new hazardous materials, or new procedures. Safety training is also required when employees are given new job assignments on which they have not previously been trained and whenever a supervisor is made aware of a new or previously unrecognized hazard.

### **VIII. ENSURING COMPLIANCE**

All personnel have the responsibility for complying with safe and healthful work practices, including applicable regulations, policies, and safety procedures. Overall performance in maintenance of a safe and healthy work environment will be recognized by the supervisor and noted in performance evaluations. Employees will not be discriminated against for work-related injuries, and injuries will not be included in performance evaluations.

Standard progressive disciplinary measures in accordance with the City of Winters personnel policy will result when employees fail to comply with safety regulations, policies, and/or safety procedures. All personnel will be given instruction and an opportunity to correct unsafe behavior. Repeated failure to comply or willful and intentional noncompliance may result in disciplinary measures up to and including termination.

### **IX. RECORD KEEPING**

Documents related to the IIPP are maintained by the Human Resources Manager in a safe and convenient location. Documents that should be kept on file include:

- Records of scheduled and periodic workplace inspections, including the persons conducting the inspection, any identified unsafe conditions or work practices, and corrective actions.
- Copies of all completed "Accident Investigation Report" forms.
- Employee safety training records, including the names of all attendees and instructors, the training date, and material covered.
- Copies of Safety Committee meeting minutes.



**STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**THROUGH:** John W. Donlevy, Jr., City Manager *JW*  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**DATE:** February 4, 2020  
**SUBJECT:** Resolution 2020-11 Budget Adjustment Accepting Yolo Energy Watch (YEW) Funding to Support Civic Spark Fellow

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**RECOMMENDATION:** Staff recommends Council adopt Resolution 2020-11 Budget Adjustment accepting YEW funds in the amount of \$13,000 to assist the City in funding our Civic Spark Fellow(Fellow) for service year 2019-20.

**BACKGROUND:** Staff has been hosting Christopher Flores a Fellow for 2019-20 service year, through the Civic Spark program operated by LGC. The program matches Americorps Fellows to conduct certain work on local and regional projects. The total for the program cost is \$26,000 /year. YEW generously contributed \$13,000 to assist the City towards our effort in hiring a Fellow. The City used our public works general fund to cover the remaining balance. Christopher has been working diligently on several projects related to our Climate Change/Resiliency efforts. He has been organizing the formation of our Climate Action Plan Development Board, which we hope to have up and running very soon. The goal of this Board is to update our draft Climate Action Plan to a final draft form and getting it ready for Council adoption. He has also been assisting with gathering the needed information in for our Green House Gas Inventory Update and working with our Yolo Resiliency Collaborative group on projects. It has been a huge asset to have staff dedicated solely to Climate Change related issues and projects.

**FISCAL IMPACT:** \$13,000 pass through

**RESOLUTION No. 2020-11**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF WINTERS AMENDING THE  
CITY OF WINTERS 2018-2019/2019-2020 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 Yolo Energy Watch-Yolo County of \$13,000 to fund expenditures for this budget cycle for the Civic Spark Fellow 2019-20 Service Year

a. 101-54419-610                      \$13,000

PASSED AND ADOPTED by the City Council, City of Winters, this 4th day of February 2020 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:** February 4, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** Amendment to Monitoring and Reporting Contract with Wallace Kuhl & Associates(WKA) No. 009-18 in the amount not to Exceed \$4,500

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**RECOMMENDATION:** Authorize City Manager to amend contract with Wallace-Kuhl & Associates (WKA) not to exceed \$4,500 for continuing monitoring and reporting services as required by the Central Valley Water Quality Control Board (Board) new Waste Discharge Requirements at the form Landfill.

**BACKGROUND:** The City has had service agreements with Wallace- Kuhl & Associates to perform the required semi-annual groundwater monitoring at the former Winters Landfill for several years. In March 2018 the City received New Waste Discharge Requirements (WDR) for the landfill from the Board. The initially closure/post closure of the Landfill hadn't been completed per new regulations and standards and the Board voiced concerns regarding possible negative impacts to groundwater. The Board speculated that the cap placed on the landfill mound during closure activities may be insufficient. It was determined that in order to ascertain if there were groundwater impacts coming from the landfill more monitoring data would be needed. Two of the existing monitoring wells had dried up and the City had to install two replacement monitoring wells. WKA needed to drill much deeper than expected, which is the main reason additional funds are needed at this time. WKA has submitted the Landfill Cap Evaluation Workplan to the Board and we are awaiting their comments/approval to begin this work.

WKA will be submitting a budget proposal for the next phases of their work for 2020/21 which will include:

- Third Quarter Monitoring and preparation of Annual Groundwater Report
- Implementation of the Landfill Cap Evaluation Workplan and Report of Findings
- Preparation of Revised Final Closure/Post Closure Monitoring Plan for the Landfill
- Continued ongoing correspondence with the Board working toward case closure

**FISCAL IMPACT:** \$4,500 funded through the Landfill Fund.

Attachment:  
WKA Email request dated January 15, 2020

## Carol Scianna

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**From:** Joe Rosenbery <jrosenbery@wallace-kuhl.com>  
**Sent:** Thursday, January 16, 2020 1:04 PM  
**To:** Carol Scianna  
**Cc:** Kurt Balasek  
**Subject:** [EXTERNAL]Former WInters Landfill Update

**Categories:** Red category

Good Afternoon Carrol,

This email provides an update on the status of the budget for the monitoring and investigative work for the Former Winters Landfill Project. As of this week, we are approaching the total authorized budget as approximated for the 2018/2019 fiscal year of \$82,300. This has included the installation of the new deep monitoring wells, workplan preparation, communication with the water boards, and ongoing monitoring and reporting. I anticipate that by the end of next week, we will have the *2019 Annual Groundwater Monitoring Report* to you for review and certification. Following that delivery, there will be approximately \$600 of the budget from the 2018/2019 fiscal year authorization remaining.

Additional work to be completed within the 2019/2020 fiscal year includes responding to comments regarding the *Landfill Cap Investigation Workplan* and the semi-annual groundwater monitoring event scheduled to occur in the first quarter, 2020. The additional cost to complete these activities is estimated to be \$4,500 over the original budget authorized for the 2018/2019 year. While we have worked mightily to stretch the original authorization, we need your guidance on finishing out the required task this fiscal year.

WKA will provide the City of Winters with a proposed budget for fiscal year 2020/2021 in the coming months, following the approval of the Landfill Cap Investigation workplan. Per the WDR, The activities to be included in the budget for fiscal year 2020/2021 include the following:

- Third-quarter 2020 groundwater monitoring
- Preparation of the *2020 Annual Groundwater Monitoring Report*
- Implementation of *The Landfill Cap Evaluation Workplan*
- Preparation of the *Landfill Cap Evaluation Report of Findings*
- Preparation of a revised *Final Closure/Post-Closure Monitoring Plan for the Landfill (PC/PCMP)*
- Continued ongoing correspondence with CVRWQCB Staff regarding the ongoing work at the Landfill Site, working toward case closure.

We appreciate the opportunity to continue assisting the City of Winters with environmental services. If you have any questions regarding the status of the project of the projected project budget, please let us know.

Regards,

**Joe Rosenbery, PG, MS**

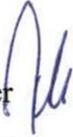
Project Geologist

[jrosenbery@wallace-kuhl.com](mailto:jrosenbery@wallace-kuhl.com)

916-372-1434 phone | 916-372-2565 fax | 916-893-1871 cell



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE:** February 4, 2020  
**THROUGH:** John Donlevy, City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Authorization for City Manager to Execute Work Order No. 20-001 with Woodard & Curran

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**RECOMMENDATION:** Staff recommends the City Council authorize the City Manager to execute Work Order 20-001 with Woodard & Curran, in the amount of \$43,625, for water engineering services associated with new development.

**BACKGROUND:** The City's General Plan requires that project level engineering studies such as traffic impact studies, water, storm drainage, and wastewater be performed to confirm existing conditions and to identify infrastructure improvements required to maintain the City's Level of Service (LOS) thresholds and engineering standards for infrastructure for General Plan developments.

On January 21, 2020, the City Council approved a contract with Woodard & Curran, for on-call water and sewer engineering services. As development submits their specific development plans, staff will use Woodard & Curran to evaluate those plans and provide system water and sewer modeling services to confirm existing conditions and to identify improvements, and timing for those improvements, required to maintain consistency with the Citywide Water and Sewer Master Plans. The work will be issued with a Work Order that identifies scope, schedule and budget.

**DISCUSSION:** Staff is requesting approval for the City Manager to execute Work Order 20-001, for the following tasks associated with the water system:

- update the City's hydraulic model to incorporate recent improvements to the system
- provide an analysis and review of the Skreden (Farmstead) Tentative Map
- update the analysis associated with Well 8 (Stone's Throw)

The Work Order is attached, which includes a proposal from Woodard & Currant with specific tasks.

**ALTERNATIVES:** No alternatives recommended.

**FISCAL IMPACT:** Typically Work Orders are approved by staff as they are under the \$5,000 threshold for needing Council authorization, and no city funds are required. In the case of Work Order 20-001, the cost is \$43,625, which will be allocated as follows:

\$18,632	City – Water O&M Fund 611 (half of Task 1 and all of Tasks 2 and 5)
\$34,061	Skreden (half of Task 1 and all of Task 4)
\$16,870	Stone’s Throw (all of Task 3)

**Attachments:** Work Order 20-001

**City of Winters  
On-Call Water and Sewer Engineering Services  
(Woodard & Curran)**

**WORK ORDER**

**Date:** February 4, 2020

**Consultant:** Woodard & Curran

**Work Order No.** 20-001

**Project:** Tentative Map – Farmstead (Skreden)  
Water Well #8 – Stone’s Throw (HBT)  
Hydraulic Model – City of Winters

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**To:** Glenn Hermanson, Woodard & Curran

**From:** City Engineer, City of Winters

**Woodard & Curran is hereby authorized to proceed with the services described in the attached proposal, dated January 27, 2020, in accordance with the executed Consultant Services Agreement (#002-20), dated 1/21/2020, and this Work Order.**

**Authorized By:**

\_\_\_\_\_  
City Manager

**Accepted By:**

  
\_\_\_\_\_  
Consultant  
Glenn E. Hermanson  
Vice - President



January 27, 2020

Ms. Carol Scianna  
Environmental Services Manager  
City of Winters  
318 First Street  
Winters, CA

Re: Proposal for Stones Throw (Winters Highlands) and Skreden Evaluations

Dear Ms Scianna:

On behalf of Woodard & Curran, I am pleased to provide the City of Winters (City) with this proposal for the Stones Throw (formerly Winters Highlands) Evaluation and the Skreden (Farmstead) Evaluation. These capacity evaluations reflect the changes to anticipated development plans and recent improvements to the City infrastructure.

#### **Background**

In February 2007, the City of Winters adopted the 2006 Water Master Plan. This planning document identified improvements to correct existing deficiencies as well as improvements required to meet buildout water demand and distribute water throughout the City. Subsequently, the model was updated to reflect the decommissioning of one of the City's wells and the installation of a new well (Well #7), as well as changes to the planned Stones Throw developments. Those changes, and an evaluation of the timing of new well needs, are described in the 2015 Winter Highlands Water Supply Analysis (2015 Water Supply Analysis).

Subsequently, additional changes in land use plans have occurred for several proposed developments, and several wells have been improved. In addition, water meters have been installed for all customers, with data available for the last several years. The City plans to have the full master plan updated when the development plans progress in the northern portion of the City. In the meantime, the City has asked Woodard & Curran to update and evaluate capacity for the Stones Throw and Skreden (Farmstead) developments using the 2006 Master Plan.

#### **Scope of Work**

The purpose of this proposal is to evaluate capacity and infrastructure needs for the Stones Throw and Skreden (Farmstead) developments using the 2006 Master Plan model, including updates to reflect current infrastructure. This proposal also includes an optional task to update the City's current demands and anticipated plans for growth.

#### **Task 1: Project Management**

Woodard & Curran will conduct a kickoff meeting (which may be held via conference call) with the City staff to discuss the project scope, approach, schedule and assumptions, communications protocol and initial data needs for moving forward with the master planning activities. In addition, Woodard & Curran will participate in periodic progress meetings with the City to discuss progress, findings, outstanding issues and next steps. It is assumed that meetings will be held by conference call. Woodard & Curran will also prepare monthly progress reports to summarize project activities and budget/schedule status.



### **Task 1 Assumptions**

- Conference calls will be performed as-needed, and assumed to occur on a monthly basis.

### **Task 1 Deliverables**

- Meeting agendas and meeting minutes
- Monthly progress reports and invoices

### **Task 2: Hydraulic Model Updates**

The City's hydraulic model will be updated to incorporate recent improvements. It is understood that up-to-date GIS data is not available; therefore, model facility updates will be based on record drawings of improvements completed since the 2015 Water Supply Analysis. Well capacity assumptions will be updated where data is available, including for any well improvements that have been implemented since the model was last updated.

### **Task 2 Assumptions**

- SCADA data for the wells is not available and will not be evaluated. City to provide pump curves or other information that can be used to determine well capacity for any upgrades that have been installed. Where data is not available, data from the 2006 Master Plan will be used.
- Piping updates will be based on record drawings where information is available.
- Calibration of the model to hydrant test data will not be performed, though any available SCADA data can be used to confirm operating assumptions.

### **Task 3: Stones Throw Evaluation**

The revised phasing plan for the proposed Stones Throw will be incorporated into the water demands projections. Woodard & Curran will prepare data requests, and review information related to the water system as provided by the City. Model scenarios representing different development phases will be modified from the 2015 Water Supply Analysis.

#### **Task 3.1 System Evaluation**

Using the hydraulic model, Woodard & Curran will evaluate the development phases, including buildout scenarios, against fire flow scenarios. Woodard & Curran will identify system deficiencies and determine improvements needed to address the deficiencies. Potential deficiencies identified in this task would include low or high pressures within the system during fire flow and peak hour events, high velocities in given pipes (which could increase pipe failure risk), and insufficient well supply. Recommendations will be provided for phasing of necessary improvements. Interim scenarios to identify the timing of needed improvements, including new wells will be completed as part of this task.

#### **Task 3.2 Stones Throw Technical Memorandum**

Results of this analysis will be presented in a technical memorandum (TM). The TM will include sufficient graphics, including maps to illustrate key data. Woodard & Curran will prepare a final TM that incorporates comments on the draft TM. The final TM will be provided as a Word and PDF versions electronically.

- Winters Highlands Evaluation Draft and Final TM



### **Task 3 Assumptions**

- Fire scenarios will use the same fire locations and flows as used in the 2006 Master Plan and 2015 Water Supply Analysis. Scenarios will be developed with the nearest well out of service as well as with the largest well out of service.
- Design criteria will use the same criteria as used for the 2006 Master Plan, unless modified by the City.

### **Task 4: Skreden (Farmstead) Evaluation**

Woodard & Curran will prepare data requests, and review information related to the water system as provided by the City.

#### **Task 4.1 Fire Flow Analysis**

Using the City's updated model, an additional fire flow analysis will be performed to evaluate the infrastructure serving the Skreden proposed development. If deficiencies are identified, an improvement project will be identified, and associated capital costs estimated. Results of this analysis will be documented in the TM.

#### **Task 4.2 Skreden Fire Flow Evaluation TM**

The TM document will include sufficient graphics, including maps to illustrate key data. Woodard & Curran will prepare a final TM that incorporates comments on the draft TM. The final TM will be provided as a Word and PDF versions electronically.

- Skreden Fire Flow Evaluation Draft and Final TM

### **Task 5: Water Demands Evaluation**

In this task, Woodard & Curran will establish existing demands, and estimate potential future demands.

#### **5.1: Existing Water Demands**

Water meter data and any available water production data will be evaluated to estimate existing demands as well as demand factors for use in predicting future water usage. Where possible, water consumption data will be geo-allocated to estimate existing water usage for each parcel. If water production data is available, data will be used to review peaking factors as well as estimate the unaccounted-for-water percentage; otherwise, factors and assumptions used in previous studies will be used. Potential drought-related rebound effects will also be investigated.

Based on the City's data, new flow factors will be developed for predicting water use from new developments.

#### **5.1: Draft and Final Technical Memorandum**

Results of this evaluation will be summarized in a brief TM.

### **Task 5 Assumptions**



- This task does not include updating the model or re-evaluating capacity needs.
- City to provide water consumption data in an excel or database format with associated address, XY-coordinates, or APN numbers suitable for geo-locating.

**Task 5 Deliverables**

- Results of this analysis will be presented in the TM.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in cursive script that reads "Glenn E. Hermanson".

Glenn Hermanson  
Senior Technical Practice Lead



10/31/19

## Fee Estimate

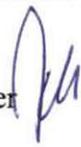
### City of Winters Stones Throw and Skreden Evaluations

Tasks	Labor					ODCs			
	Client	Project Manager	Project Engineer	Staff Engineer	Staff	Total Hours	Total Labor Dollars	ODCs (10%)	Total Fee
	Glenn Hamanson	Chris van Lienden	Ian Jaffe	Kate Howe	Staff				
<b>Task 1: Project Management</b>									
1.1 Project Management & Meetings	4	12			4	20	\$4,692	\$0	\$4,692
Task 1	4	12	0	0	4	20	\$4,692	\$0	\$4,692
<b>Task 2: Hydraulic Model Updates</b>									
2.1 Hydraulic Model Updates	1	2	4	16		23	\$4,376	\$0	\$4,376
Task 2	1	2	4	16	0	23	\$4,376	\$0	\$4,376
<b>Task 3: Stones Throw (Winters Highlands) Evaluation</b>									
3.1 System Evaluation	1	2	16	40		59	\$11,150	\$0	\$11,150
3.2 Stones Throw TM	2	6	4	16		28	\$5,690	\$0	\$5,690
Task 3	3	8	20	56	0	87	\$16,870	\$0	\$16,870
<b>Task 4: Skreden (Farmstead) Evaluation</b>									
4.1 Fire Flow Analysis		1	2	12		15	\$2,681	\$0	\$2,681
4.2 Skreden Fire Flow Evaluation TM	1	4	2	6		15	\$3,096	\$0	\$3,096
Task 4	1	5	4	20	0	30	\$5,777	\$0	\$5,777
<b>Task 5: Water Demands Evaluation</b>									
5.1 Evaluate Existing Water Demands		6	4	24		36	\$6,868	\$0	\$6,868
5.2 Draft and Final TM	2	6	4	12		24	\$5,042	\$0	\$5,042
Task 5	2	14	8	36	0	60	\$11,910	\$0	\$11,910
<b>TOTAL</b>									

1. The individual hourly rates include salary, overhead and profit.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
3. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** February 4, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Final Acceptance of Public Improvements for Winters Highlands (Stone's Throw)  
Phase 1A Subdivision

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

**BACKGROUND:** The Winters Highlands Ph 1A Subdivision project consists of approximately 48 lots on approximately 6 acres, located at the southeast corner of W. Main Street and Moody Slough Road. Phase 1A represents the second phase of the Winters Highlands Subdivision (Stones Throw) to move forward. On August 8, 2017; the Community Development Department made a finding that Phase I Alternate A was in substantial conformance with the Tentative Map approved by the City Council.

Construction was started in August, 2018, and has been proceeding, under the city's inspection oversight.

The Phase 1A Final Map was approved by Council, on December 18, 2018, along with the Public Improvement and Maintenance Agreement, for required improvements within the public right of way.

**DISCUSSION:** The public improvements included construction of curb, gutter, sidewalk, and pavement, public utilities, and a pedestrian path along the east side that fronts the wetlands area.

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.

**ALTERNATIVES:** None recommended by staff.

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

Attachment: Notice of Completion

Recording Requested by

CITY OF WINTERS

When Recorded Mail To:

Tracy Jensen, City Clerk  
City of Winters  
318 First Street  
Winters, CA 95694

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## 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 was completed and accepted on: January 31, 2020.

The name of the original contractor for the work of improvement was: HBT of Winters Highlands, LLC, 11060 White Rock Road, Suite 150, Rancho Cordova, CA 95670

The kind of work done or finished was the completion of public improvements within the public right of way including the construction of curb, gutter, sidewalk, and pavement, public utilities, and a pedestrian path along the east side that fronts the wetlands area.

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 along Fenley Way and Richie Way, between Moody Sough Road and Anderson Avenue..

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(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) Tracy Jensen, City Clerk

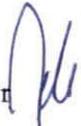
This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (refer to Civil Code Section 3093.) For this purpose, an owner is the person who causes a building, improvement, or structure to be completed, 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:** February 4, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager  
**SUBJECT:** Rate Increase for City Integrated Waste Management Services

**RECOMMENDATION:** Staff recommends the Council:

- 1) Hold Public Hearing on the proposed rate increases for Integrate Waste Management Services; and
- 2) If it is determined that a majority protest does not exist, approve Resolution 2020-10 adopting refuse service rates increases

**BACKGROUND:** USA Waste of California, Inc. (doing business as Waste Management of Winters) (“WM”) has provided integrated waste management services (including the collection, transportation and processing of recycling, green waste and disposal of solid waste) to the City for many years. On June 20, 2017, the City entered into a new 10-year franchise agreement to continue providing those services. The franchise agreement established rates that WM will charge for solid waste services and provides the circumstances under which rates may be increased. On December 3, 2019, Council approved an amendment to the franchise agreement to allow for annual adjustments to be based on both increases in the Consumer Price Index (CPI) and in the event that the fees charged to Waste Management for delivering the City’s waste products to the Yolo County Landfill (“tipping fees”) are increased. The proposed rate increases would increase the current rates to account for the increases in CPI and tipping fees, and would further allow that beginning on July 1, 2020, and each July 1 thereafter, through July 1, 2025, the rates may be adjusted on an annual basis to account for the increases in the cost of living based on CPI, and the increase in tipping fees that occurred in the past year, or are projected to occur in the next year, to the extent that the cost of the tipping fees exceed the CPI adjustment. The Public Hearing Notice, attached to this staff report, describes the increase in more detail. The increases are based on increases to the cost of doing business that is incurred by WM, as reflected in increases to the CPI.

Therefore, these increases reflect an increase in the cost of the service being provided, and accurately reflect the reasonable cost of providing the integrated waste management services provided by WM. Further, if tipping fees are increased in a given year, that similarly is an actual increase in the cost of providing these services. The tipping fee increases are only incorporated into the rates to the extent that the tipping fee increases would exceed the CPI increase. This allows the City to ensure that the increases are limited to the cost of the service provided. The City sent out Public Hearing Notices that describe the rate increases in detail on December 19, 2019 to all property owners and WM customers. Staff has received no protests regarding the proposed new rates. The new rates would be effective February 5, 2020 if approved.

**FISCAL IMPACT:** Average rate increase would be \$1 per month, as more specifically outlined in the resolution approving the rate increases.

Attachments:  
Public Hearing Notice  
Resolution 2020-10

**EXHIBIT A**

**INTEGRATED WASTE MANAGEMENT SERVICES RATES  
FOR FISCAL YEAR 2020-21**

**[Attached behind this cover page]**



City of Winters  
Effective 2/5/2020

Attachment A

Typical Residential Service Bundle Summary - New Rates

1-32g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$36.50
1-64g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$40.32
1-96g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$47.31

CPI Change	3.71%
MSW Disposal Change	-0.41%
C&D Disposal Change	1.57%
Green Waste Disposal Change	-0.04%
Green Waste / Food Mix Disposal Change	-0.18%

SINGLE FAMILY COLLECTION SERVICES	Current Monthly Rate	CPI Change	Disposal Change	New Total Monthly Rate (includes franchise charge)	Estimated Franchise Charge
<b>SOLID WASTE COLLECTION</b>					
1 - 32 gallon	\$18.45	\$0.68	(\$0.08)	\$19.05	\$2.86
2 - 32 gallon	\$29.77	\$1.10	(\$0.12)	\$30.75	\$4.61
3 - 32 gallon	\$41.12	\$1.53	(\$0.17)	\$42.48	\$6.37
4 - 32 gallon	\$52.44	\$1.95	(\$0.22)	\$54.17	\$8.13
1 - 64 gallon	\$22.14	\$0.82	(\$0.09)	\$22.87	\$3.43
2 - 64 gallon	\$39.17	\$1.45	(\$0.16)	\$40.46	\$6.07
3 - 64 gallon	\$56.21	\$2.09	(\$0.23)	\$58.07	\$8.71
4 - 64 gallon	\$73.22	\$2.72	(\$0.30)	\$75.64	\$11.35
1 - 96 gallon	\$28.91	\$1.07	(\$0.12)	\$29.86	\$4.48
2 - 96 gallon	\$51.51	\$1.91	(\$0.21)	\$53.21	\$7.98
3 - 96 gallon	\$74.11	\$2.75	(\$0.30)	\$76.56	\$11.48
4 - 96 gallon	\$96.72	\$3.59	(\$0.40)	\$99.91	\$14.99
<b>RECYCLING</b>					
1 - 96 gallon	\$2.89	\$0.11	\$0.00	\$3.00	\$0.45
2 - 96 gallon	\$7.11	\$0.26	\$0.00	\$7.37	\$1.11
<b>GREEN WASTE</b>					
96 Gallon Cart EOW + Loose Piles + Leaf Drop Season	\$9.22	\$0.34	(\$0.02)	\$9.54	\$1.43
Add'l Cubic Yard	\$21.33	\$0.79	(\$0.04)	\$22.08	\$3.31
<b>LARGE ITEM COLLECTION</b>					
Single Family Yearly Bulky Pickup - Up to 4 Cu Yds - charged on residential accounts	\$4.75	\$0.18	(\$0.02)	\$4.91	\$0.74
Multi Family Yearly Bulky Pickup - Up to 2 Cu Yds - charged on residential accounts					
Additional bulky pickup after included yearly pickup - per yard up to 4 cu yds	\$21.59	\$0.80	(\$0.09)	\$22.30	\$3.35
<b>SPECIAL SERVICE CHARGES / ANCILLARY CHARGES</b>					
Backyard/Sideyard Pickup Charge	\$11.53	\$0.43	N/A	\$11.96	\$1.79
Backyard/Sideyard Pickup Charge - Disabled Customers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vacation Stop/Restart per incident	\$71.92	\$2.67	N/A	\$74.59	\$11.19
Reactivation Charge (if due to non payment) - no delivery	\$55.98	\$2.08	N/A	\$58.06	\$8.71
Reactivation Charge (if due to non payment) - with delivery	\$99.53	\$3.69	N/A	\$103.22	\$15.48
Contamination Per Incident- Recycle or Green Waste*	\$10.99	N/A	N/A	\$10.99	\$1.65
Overage per incident - all commodities*	\$10.99	N/A	N/A	\$10.99	\$1.65
32 gallon Cart Exchange/Delivery	\$6.46	\$0.24	N/A	\$6.70	\$1.01
64 gallon Cart Exchange/Delivery	\$6.46	\$0.24	N/A	\$6.70	\$1.01
96 gallon Cart Exchange/Delivery	\$6.46	\$0.24	N/A	\$6.70	\$1.01
Bad Check Charge per incident	\$25.00	N/A	N/A	\$25.00	\$3.75
Finance / Late Payment Charge	2.5% or minimum \$5.00	N/A	N/A	2.5% or minimum \$5.00	N/A

\*Contamination and Overage charges are charged per cart per incident after 1 written warning.

COMMERCIAL COLLECTION SERVICES	Current Monthly Rate	CPI Change	Disposal Change	New Total Monthly Rate (includes franchise charge)	Estimated Franchise Charge
<b>SOLID WASTE COLLECTION*</b>					
96 gallon cart 1X week	\$47.11	\$1.75	(\$0.19)	\$48.67	\$7.30
96 gallon cart 2X week	\$94.25	\$3.50	(\$0.39)	\$97.36	\$14.60
96 gallon cart 3X week	\$141.36	\$5.24	(\$0.58)	\$146.02	\$21.90
96 gallon cart 4X week	\$188.48	\$6.99	(\$0.77)	\$194.70	\$29.21
96 gallon cart 5X week	\$235.59	\$8.74	(\$0.97)	\$243.36	\$36.50
1 yd 1X week	\$64.00	\$2.37	(\$0.26)	\$66.11	\$9.92
1 yd 2X week	\$128.04	\$4.75	(\$0.52)	\$132.27	\$19.84
1 yd 3X week	\$192.01	\$7.12	(\$0.79)	\$198.34	\$29.75
1 yd 4X week	\$256.00	\$9.50	(\$1.05)	\$264.45	\$39.67
1 yd 5X week	\$320.01	\$11.87	(\$1.31)	\$330.57	\$49.59
1 yd 6X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
1.5 yd 1X week	\$95.94	\$3.56	(\$0.39)	\$99.11	\$14.87
1.5 yd 2X week	\$192.01	\$7.12	(\$0.79)	\$198.34	\$29.75
1.5 yd 3X week	\$287.97	\$10.68	(\$1.18)	\$297.47	\$44.62
1.5 yd 4X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
1.5 yd 5X week	\$479.98	\$17.81	(\$1.97)	\$495.82	\$74.37
1.5 yd 6X week	\$576.03	\$21.37	(\$2.36)	\$595.04	\$89.26

2 yd 1X week	\$128.04	\$4.75	(\$0.52)	\$132.27	\$19.84
2 yd 2X week	\$256.00	\$9.50	(\$1.05)	\$264.45	\$39.67
2 yd 3X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
2 yd 4X week	\$512.02	\$19.00	(\$2.10)	\$528.92	\$79.34
2 yd 5X week	\$640.01	\$23.74	(\$2.62)	\$661.13	\$99.17
2 yd 6X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
3 yd 1X week	\$192.01	\$7.12	(\$0.79)	\$198.34	\$29.75
3 yd 2X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
3 yd 3X week	\$576.03	\$21.37	(\$2.36)	\$595.04	\$89.26
3 yd 4X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
3 yd 5X week	\$960.03	\$35.62	(\$3.94)	\$991.71	\$148.76
3 yd 6X week	\$1,152.04	\$42.74	(\$4.72)	\$1,190.06	\$178.51
4 yd 1X week	\$256.00	\$9.50	(\$1.05)	\$264.45	\$39.67
4 yd 2X week	\$512.02	\$19.00	(\$2.10)	\$528.92	\$79.34
4 yd 3X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
4 yd 4X week	\$1,024.02	\$37.99	(\$4.20)	\$1,057.81	\$158.67
4 yd 5X week	\$1,280.05	\$47.49	(\$5.25)	\$1,322.29	\$198.34
4 yd 6X week	\$1,536.06	\$56.99	(\$6.30)	\$1,586.75	\$238.01
6 yd 1X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
6 yd 2X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
6 yd 3X week	\$1,152.04	\$42.74	(\$4.72)	\$1,190.06	\$178.51
6 yd 4X week	\$1,536.06	\$56.99	(\$6.30)	\$1,586.75	\$238.01
6 yd 5X week	\$1,920.06	\$71.23	(\$7.87)	\$1,983.42	\$297.51
6 yd 6X week	\$2,304.08	\$85.48	(\$9.45)	\$2,380.11	\$357.02
*Recycling service is included with trash service rate					
<b>MIXED ORGANICS RATES</b>					
32 Gallon Mixed Organics Cart - 1 x Week	\$20.06	\$0.74	(\$0.08)	\$20.72	\$3.11
32 Gallon Mixed Organics Cart - 2 x Week	\$40.11	\$1.49	(\$0.16)	\$41.44	\$6.22
32 Gallon Mixed Organics Cart - 3 x Week	\$60.17	\$2.23	(\$0.25)	\$62.15	\$9.32
64 Gallon Mixed Organics Cart - 1 x Week	\$24.07	\$0.89	(\$0.10)	\$24.86	\$3.73
64 Gallon Mixed Organics Cart - 2 x Week	\$48.14	\$1.79	(\$0.20)	\$49.73	\$7.46
64 Gallon Mixed Organics Cart - 3 x Week	\$72.21	\$2.68	(\$0.30)	\$74.59	\$11.19
2 Yard Mixed Organics Bin* - 1 x Week	\$288.27	\$10.69	(\$1.18)	\$297.78	\$44.67
2 Yard Mixed Organics Bin* - 2 x Week	\$576.54	\$21.39	(\$2.36)	\$595.57	\$89.34
2 Yard Mixed Organics Bin* - 3 x Week	\$864.81	\$32.08	(\$3.55)	\$893.34	\$134.00
3 Yard Mixed Organics Bin* - 1 x Week	\$290.53	\$10.78	(\$1.19)	\$300.12	\$45.02
3 Yard Mixed Organics Bin* - 2 x Week	\$581.09	\$21.56	(\$2.38)	\$600.27	\$90.04
3 Yard Mixed Organics Bin* - 3 x Week	\$871.59	\$32.34	(\$3.57)	\$900.36	\$135.05
<b>EXTRA PICKUP CHARGES</b>					
1 Yard Extra Pickup				\$57.66	\$8.65
1.5 Yard Extra Pickup				\$63.91	\$9.59
2 Yard Extra Pickup				\$70.16	\$10.52
3 yard Extra Pickup				\$82.66	\$12.40
4 Yard Extra Pickup				\$95.16	\$14.27
6 Yard Extra Pickup				\$120.16	\$18.02
<b>SPECIAL SERVICE CHARGES / ANCILLARY CHARGES</b>					
Push Rates - 0 -75 feet - Per Service Frequency	\$4.00	\$0.15	N/A	\$4.15	\$0.62
Bin Exchange per incident in excess of 1 time per year	\$71.92	\$2.67	N/A	\$74.59	\$11.19
Cart Exchange per incident in excess of 1 time per year	\$21.59	\$0.80	N/A	\$22.39	\$3.36
Bin Key/Unlock charge per bin per month	\$4.32	\$0.16	N/A	\$4.48	\$0.67
Gate service charges per bin per month	\$5.75	\$0.21	N/A	\$5.96	\$0.89

Excess yards/Snapshot Charge per container per incident	\$150.00	\$5.57	N/A	\$150.00	\$22.50
Contamination Charge per container per incident	\$50.00	\$1.86	N/A	\$50.00	\$7.50
Cart or Bin Cleaning Charge in excess of 1 time per year	\$125.00	\$4.64	N/A	\$129.64	\$19.45
Reactivation Charge (if due to non payment) - no delivery	\$55.98	\$2.08	N/A	\$58.06	\$8.71
Reactivation Charge (if due to non payment) - with delivery	\$99.53	\$3.69	N/A	\$103.22	\$15.48
Bad Check Charge	\$25.00	N/A	N/A	\$25.00	\$3.75
Finance / Late Payment Charge	2.5% or minimum \$5.00	N/A	N/A	2.5% or minimum \$5.00	N/A

INDUSTRIAL COLLECTION SERVICES	Current Monthly Rate	CPI Change	Disposal Change	New Total Monthly Rate (includes franchise charge)	Estimated Franchise Charge
<b>SOLID WASTE COLLECTION</b>					
10 cubic yards - includes 1.75 tons	\$257.18	\$9.54	(\$1.05)	\$265.67	\$39.85
20 cubic yards - includes 3 tons	\$487.11	\$18.07	(\$2.00)	\$503.18	\$75.48
25 cubic yards - includes 4 tons	\$590.06	\$21.89	(\$2.42)	\$609.53	\$91.43
30 cubic yards - includes 5 tons	\$677.66	\$25.14	(\$2.78)	\$700.02	\$105.00
40 cubic yards - includes 7 tons	\$850.60	\$31.56	(\$3.49)	\$878.67	\$131.80
<b>C&amp;D COLLECTION</b>					
10 cubic yards - includes 1.75 tons	\$262.00	\$9.72	\$4.11	\$275.83	\$41.37
20 cubic yards - includes 3 tons	\$491.51	\$18.24	\$7.72	\$517.47	\$77.62
25 cubic yards - includes 4 tons	\$600.88	\$22.29	\$9.43	\$632.60	\$94.89
30 cubic yards - includes 5 tons	\$696.15	\$25.83	\$10.93	\$732.91	\$109.94
40 cubic yards - includes 7 tons	\$884.66	\$32.82	\$13.89	\$931.37	\$139.71
<b>GREEN WASTE ONLY COLLECTION (NO FOOD WASTE)</b>					
10 cubic yards - includes 1.75 tons	\$252.01	\$9.35	(\$0.10)	\$261.26	\$39.19
20 cubic yards - includes 3 tons	\$474.40	\$17.60	(\$0.19)	\$491.81	\$73.77
25 cubic yards - includes 4 tons	\$578.06	\$21.45	(\$0.23)	\$599.28	\$89.89
30 cubic yards - includes 5 tons	\$667.64	\$24.77	(\$0.27)	\$692.14	\$103.82
40 cubic yards - includes 7 tons	\$844.74	\$31.34	(\$0.34)	\$875.74	\$131.36
<b>GREEN WASTE / FOOD WASTE MIXED COLLECTION</b>					
10 cubic yards - includes 1.75 tons	\$276.97	\$10.28	(\$0.50)	\$286.75	\$43.01
20 cubic yards - includes 3 tons	\$521.38	\$19.34	(\$0.94)	\$539.78	\$80.97
25 cubic yards - includes 4 tons	\$635.32	\$23.57	(\$1.14)	\$657.75	\$98.66
30 cubic yards - includes 5 tons	\$733.77	\$27.22	(\$1.32)	\$759.67	\$113.95
40 cubic yards - includes 7 tons	\$928.41	\$34.44	(\$1.67)	\$961.18	\$144.18
<b>RECYCLE COLLECTION</b>					
10 cubic yards - includes 1.75 tons	\$157.68	\$5.85	\$0.00	\$163.53	\$24.53
20 cubic yards - includes 3 tons	\$315.40	\$11.70	\$0.00	\$327.10	\$49.07
25 cubic yards - includes 4 tons	\$362.58	\$13.45	\$0.00	\$376.03	\$56.40
30 cubic yards - includes 5 tons	\$394.79	\$14.65	\$0.00	\$409.44	\$61.42
40 cubic yards - includes 7 tons	\$457.01	\$16.96	\$0.00	\$473.97	\$71.10
<b>COMPACTOR COLLECTION</b>					
15yd compactor per haul*	\$431.62	\$16.01	(\$1.77)	\$445.86	\$66.88
20yd compactor per haul*	\$471.20	\$17.48	(\$1.93)	\$486.75	\$73.01
30yd compactor per haul*	\$550.36	\$20.42	(\$2.26)	\$568.52	\$85.28
*Plus disposal. Industrial Compactor rates do not include disposal					
<b>EXCESS TONNAGE - Includes Franchise Charges</b>					
Excess MSW Per Ton*	\$59.59	N/A	N/A	\$61.04	\$9.16
Excess C&D Per Ton*	\$67.06	N/A	N/A	\$73.53	\$11.03
Excess Green Waste (No Food Waste) Per Ton*	\$63.53	N/A	N/A	\$65.88	\$9.88
Excess Green Waste / Food Waste Mixed Per Ton*	\$72.94	N/A	N/A	\$75.29	\$11.29
Excess Recycling Per Ton*	\$0.00	N/A	N/A	\$0.00	\$0.00
*Actual Landfill Rates charged and subject to change					

SPECIAL SERVICE CHARGES / ANCILLARY CHARGES					
RO Inactivity per day Charge after 7 days	\$11.66	\$0.43	N/A	\$12.09	\$1.81
Trip Charge - unable to service container after customer schedules a haul	\$186.60	\$6.92	N/A	\$193.52	\$29.03
Reactivation Charge (if due to non payment) - no delivery	\$55.98	\$2.08	N/A	\$58.06	\$8.71
Reactivation Charge (if due to non payment) - with delivery	\$186.60	\$6.92	N/A	\$193.52	\$29.03
Delivery Charge	\$186.60	\$6.92	N/A	\$193.52	\$29.03
Bad Check Charge	\$25.00	N/A	N/A	\$25.00	\$3.75
Late Payment / Finance Charge	2.5% or minimum \$5.00	N/A	N/A	2.5% or minimum \$5.00	N/A

All rates include franchise fee



## Notice of Public Hearing About Proposed Rate Increases for City Integrated Waste Management Services

The City of Winters will hold a public hearing on February 4, 2020 at 6:30 p.m., in the City of Winters, City Council Chambers, 318 First Street, Winters, CA, to consider adopting increases to the rates for its refuse services (also known as integrated waste management services.). These rate increases, if approved, will take effect on February 5, 2020. The public hearing will provide an opportunity for Winters refuse customers to share their thoughts and comments with City officials regarding proposed rate changes and, if desired, to file a protest to the respective fee increases. The reasons for the proposed rate increases are described below.

The City has an exclusive franchise agreement with Waste Management of Winters, CA (“WM”) for the collection and handling of solid waste, including garbage, green waste, recycling, and street sweeping within the City (collectively, “refuse services”). All properties within the City are required to subscribe to the weekly solid waste services provided by WM. Pursuant to the franchise agreement, the City collects refuse service fees from customers who receive solid waste services from WM. The City uses the revenues from the fees to pay WM for the refuse services provided under the franchise agreement.

The franchise agreement establishes rates that WM will charge for solid waste services within the City, and provides certain circumstances under which the rates may be increased. As part of those terms, the franchise agreement provides that the amount to be paid WM each year may be adjusted annually for increases in the cost of living. The cost of living adjustment is based on a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID CUUR0000SEHG (“CPI”), as published by the Bureau of Labor Statistics. The franchise agreement also provides that the amount to be paid may be adjusted annually for increases in tipping fees (“Tipping Fees”) paid to Yolo County for disposal of solid waste at the Yolo County Central Landfill (YCCL), to the extent that they exceed the cost of living adjustment based on CPI. The adjustments described above are made for the 12-month period ending nearest to May 1 of each year. In 2019 Yolo County increased Tipping Fees from the current rates of \$50.48 per ton to \$51.88 per ton for trash and \$62 to \$64 per ton for Mixed Green Waste.

### Integrated Waste Management Services Rates

In order to recover increases in the City’s costs of providing solid waste services as a result of the increase to Tipping Fees in 2019, the City has determined that it is necessary to increase the rates for its refuse service fees. If adopted, the proposed rates will be effective for services provided on and after February 5, 2020. The proposed rates for single-family residential solid waste service fees are set forth in the table below:

Below are tables showing the current and proposed cost of the most common residential refuse service, and the monthly and yearly increase for each of the most common residential refuse services. Included as Attachment A to this notice, is the partial list of services, both residential and non-residential, with the current rate and the proposed rate. Complete list of rates is available at City Hall or online at <http://www.cityofwinters.org/waste-recycling/>

<b>Typical Service Bundle Summary - New Rates</b>	<b>Current Rates</b>
1-32g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$36.50    \$35.31
1-64g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$40.32    \$39.00
1-96g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$47.31    \$45.77

In addition to the rate increases provided above, beginning on July 1, 2020, and each July 1 thereafter, through and including July 1, 2025, the rates for the residential solid waste service fees identified above may be adjusted annually for increases in the cost of living based on the CPI (“CPI Adjustment”), and the increase in Tipping Fees that occurred in the past year, or are projected to occur in the next year, to the extent they exceed the CPI Adjustment (“Tipping Fee Adjustment”). Provided, however, in no event shall the rates for the solid waste service fees identified above be adjusted, as a result of the annual



City of Winters  
Effective 2/5/2020

Attachment A

Typical Residential Service Bundle Summary - New Rates

1-32g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$36.50
1-64g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$40.32
1-96g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$47.31

CPI Change	3.71%
MSW Disposal Change	-0.41%
C&D Disposal Change	1.57%
Green Waste Disposal Change	-0.04%
Green Waste / Food Mix Disposal Change	-0.18%

SINGLE FAMILY COLLECTION SERVICES	Current Monthly Rate	CPI Change	Disposal Change	New Total Monthly Rate (includes franchise charge)	Estimated Franchise Charge
<b>SOLID WASTE COLLECTION</b>					
1 - 32 gallon	\$18.45	\$0.68	(\$0.08)	\$19.05	\$2.86
2 - 32 gallon	\$29.77	\$1.10	(\$0.12)	\$30.75	\$4.61
3 - 32 gallon	\$41.12	\$1.53	(\$0.17)	\$42.48	\$6.37
4 - 32 gallon	\$52.44	\$1.95	(\$0.22)	\$54.17	\$8.13
1 - 64 gallon	\$22.14	\$0.82	(\$0.09)	\$22.87	\$3.43
2 - 64 gallon	\$39.17	\$1.45	(\$0.16)	\$40.46	\$6.07
3 - 64 gallon	\$56.21	\$2.09	(\$0.23)	\$58.07	\$8.71
4 - 64 gallon	\$73.22	\$2.72	(\$0.30)	\$75.64	\$11.35
1 - 96 gallon	\$28.91	\$1.07	(\$0.12)	\$29.86	\$4.48
2 - 96 gallon	\$51.51	\$1.91	(\$0.21)	\$53.21	\$7.98
3 - 96 gallon	\$74.11	\$2.75	(\$0.30)	\$76.56	\$11.48
4 - 96 gallon	\$96.72	\$3.59	(\$0.40)	\$99.91	\$14.99
<b>RECYCLING</b>					
1 - 96 gallon	\$2.89	\$0.11	\$0.00	\$3.00	\$0.45
2 - 96 gallon	\$7.11	\$0.26	\$0.00	\$7.37	\$1.11
<b>GREEN WASTE</b>					
96 Gallon Cart EOW + Loose Piles + Leaf Drop Season	\$9.22	\$0.34	(\$0.02)	\$9.54	\$1.43
Add'l Cubic Yard	\$21.33	\$0.79	(\$0.04)	\$22.08	\$3.31
<b>LARGE ITEM COLLECTION</b>					
Single Family Yearly Bulky Pickup - Up to 4 Cu Yds - charged on residential accounts	\$4.75	\$0.18	(\$0.02)	\$4.91	\$0.74
Multi-Family Yearly Bulky Pickup - Up to 2 Cu Yds - charged on residential accounts					
Additional bulky pickup after included yearly pickup - per yard up to 4 cu yds	\$21.59	\$0.80	(\$0.09)	\$22.30	\$3.35
<b>SPECIAL SERVICE CHARGES / ANCILLARY CHARGES</b>					
Backyard/Sideyard Pickup Charge	\$11.53	\$0.43	N/A	\$11.96	\$1.79
Backyard/Sideyard Pickup Charge - Disabled Customers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vacation Stop/Restart per incident	\$71.92	\$2.67	N/A	\$74.59	\$11.19
Reactivation Charge (if due to non payment) - no delivery	\$55.98	\$2.08	N/A	\$58.06	\$8.71
Reactivation Charge (if due to non payment) - with delivery	\$99.53	\$3.69	N/A	\$103.22	\$15.48
Contamination Per Incident- Recycle or Green Waste*	\$10.99	N/A	N/A	\$10.99	\$1.65
Overage per incident - all commodities*	\$10.99	N/A	N/A	\$10.99	\$1.65
32 gallon Cart Exchange/Delivery	\$6.46	\$0.24	N/A	\$6.70	\$1.01
64 gallon Cart Exchange/Delivery	\$6.46	\$0.24	N/A	\$6.70	\$1.01
96 gallon Cart Exchange/Delivery	\$6.46	\$0.24	N/A	\$6.70	\$1.01
Bad Check Charge per incident	\$25.00	N/A	N/A	\$25.00	\$3.75
Finance / Late Payment Charge	2.5% or minimum \$5.00	N/A	N/A	2.5% or minimum \$5.00	N/A

\*Contamination and Overage charges are charged per cart per incident after 1 written warning.

COMMERCIAL COLLECTION SERVICES	Current Monthly Rate	CPI Change	Disposal Change	New Total Monthly Rate (includes franchise charge)	Estimated Franchise Charge
<b>SOLID WASTE COLLECTION*</b>					
96 gallon cart 1X week	\$47.11	\$1.75	(\$0.19)	\$48.67	\$7.30
96 gallon cart 2X week	\$94.25	\$3.50	(\$0.39)	\$97.36	\$14.60
96 gallon cart 3X week	\$141.36	\$5.24	(\$0.58)	\$146.02	\$21.90
96 gallon cart 4X week	\$188.48	\$6.99	(\$0.77)	\$194.70	\$29.21
96 gallon cart 5X week	\$235.59	\$8.74	(\$0.97)	\$243.36	\$36.50
1 yd 1X week	\$64.00	\$2.37	(\$0.26)	\$66.11	\$9.92
1 yd 2X week	\$128.00	\$4.75	(\$0.52)	\$132.27	\$19.84
1 yd 3X week	\$192.01	\$7.12	(\$0.79)	\$198.34	\$29.75
1 yd 4X week	\$256.00	\$9.50	(\$1.05)	\$264.45	\$39.67
1 yd 5X week	\$320.01	\$11.87	(\$1.31)	\$330.57	\$49.59
1 yd 6X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
1.5 yd 1X week	\$95.94	\$3.56	(\$0.39)	\$99.11	\$14.87
1.5 yd 2X week	\$192.01	\$7.12	(\$0.79)	\$198.34	\$29.75
1.5 yd 3X week	\$287.97	\$10.68	(\$1.18)	\$297.47	\$44.62
1.5 yd 4X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
1.5 yd 5X week	\$479.98	\$17.81	(\$1.97)	\$495.82	\$74.37
1.5 yd 6X week	\$576.03	\$21.37	(\$2.36)	\$595.04	\$89.26

2 yd 1X week	\$128.04	\$4.75	(\$0.52)	\$132.27	\$19.84
2 yd 2X week	\$256.00	\$9.50	(\$1.05)	\$264.45	\$39.67
2 yd 3X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
2 yd 4X week	\$512.02	\$19.00	(\$2.10)	\$528.92	\$79.34
2 yd 5X week	\$640.01	\$23.74	(\$2.62)	\$661.13	\$99.17
2 yd 6X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
3 yd 1X week	\$192.01	\$7.12	(\$0.79)	\$198.34	\$29.75
3 yd 2X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
3 yd 3X week	\$576.03	\$21.37	(\$2.36)	\$595.04	\$89.26
3 yd 4X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
3 yd 5X week	\$960.03	\$35.62	(\$3.94)	\$991.71	\$148.76
3 yd 6X week	\$1,152.04	\$42.74	(\$4.72)	\$1,190.06	\$178.51
4 yd 1X week	\$256.00	\$9.50	(\$1.05)	\$264.45	\$39.67
4 yd 2X week	\$512.02	\$19.00	(\$2.10)	\$528.92	\$79.34
4 yd 3X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
4 yd 4X week	\$1,024.02	\$37.99	(\$4.20)	\$1,057.81	\$158.67
4 yd 5X week	\$1,280.05	\$47.49	(\$5.25)	\$1,322.29	\$198.34
4 yd 6X week	\$1,536.06	\$56.99	(\$6.30)	\$1,586.75	\$238.01
6 yd 1X week	\$384.04	\$14.25	(\$1.57)	\$396.72	\$59.51
6 yd 2X week	\$768.03	\$28.49	(\$3.15)	\$793.37	\$119.01
6 yd 3X week	\$1,152.04	\$42.74	(\$4.72)	\$1,190.06	\$178.51
6 yd 4X week	\$1,536.06	\$56.99	(\$6.30)	\$1,586.75	\$238.01
6 yd 5X week	\$1,920.06	\$71.23	(\$7.87)	\$1,983.42	\$297.51
6 yd 6X week	\$2,304.08	\$85.48	(\$9.45)	\$2,380.11	\$357.02
*Recycling service is included with trash service rate					
<b>MIXED ORGANICS RATES</b>					
32 Gallon Mixed Organics Cart - 1 x Week	\$20.06	\$0.74	(\$0.08)	\$20.72	\$3.11
32 Gallon Mixed Organics Cart - 2 x Week	\$40.11	\$1.49	(\$0.16)	\$41.44	\$6.22
32 Gallon Mixed Organics Cart - 3 x Week	\$60.17	\$2.23	(\$0.25)	\$62.15	\$9.32
64 Gallon Mixed Organics Cart - 1 x Week	\$24.07	\$0.89	(\$0.10)	\$24.86	\$3.73
64 Gallon Mixed Organics Cart - 2 x Week	\$48.14	\$1.79	(\$0.20)	\$49.73	\$7.46
64 Gallon Mixed Organics Cart - 3 x Week	\$72.21	\$2.68	(\$0.30)	\$74.59	\$11.19
2 Yard Mixed Organics Bin* - 1 x Week	\$288.27	\$10.69	(\$1.18)	\$297.78	\$44.67
2 Yard Mixed Organics Bin* - 2 x Week	\$576.54	\$21.39	(\$2.36)	\$595.57	\$89.34
2 Yard Mixed Organics Bin* - 3 x Week	\$864.81	\$32.08	(\$3.55)	\$893.34	\$134.00
3 Yard Mixed Organics Bin* - 1 x Week	\$290.53	\$10.78	(\$1.19)	\$300.12	\$45.02
3 Yard Mixed Organics Bin* - 2 x Week	\$581.09	\$21.56	(\$2.38)	\$600.27	\$90.04
3 Yard Mixed Organics Bin* - 3 x Week	\$871.59	\$32.34	(\$3.57)	\$900.36	\$135.05
<b>EXTRA PICKUP CHARGES</b>					
1 Yard Extra Pickup				\$57.66	\$8.65
1.5 Yard Extra Pickup				\$63.91	\$9.59
2 Yard Extra Pickup				\$70.16	\$10.52
3 yard Extra Pickup				\$82.66	\$12.40
4 Yard Extra Pickup				\$95.16	\$14.27
6 Yard Extra Pickup				\$120.16	\$18.02
<b>SPECIAL SERVICE CHARGES / ANCILLARY CHARGES</b>					
Push Rates - 0 -75 feet - Per Service Frequency	\$4.00	\$0.15	N/A	\$4.15	\$0.62
Bin Exchange per incident in excess of 1 time per year	\$71.92	\$2.67	N/A	\$74.59	\$11.19
Cart Exchange per incident in excess of 1 time per year	\$21.59	\$0.80	N/A	\$22.39	\$3.36
Bin Key/Unlock charge per bin per month	\$4.32	\$0.16	N/A	\$4.48	\$0.67
Gate service charges per bin per month	\$5.75	\$0.21	N/A	\$5.96	\$0.89

**RESOLUTION NO. 2020-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS,  
INCREASING INTEGRATED WASTE MANAGEMENT SERVICES  
RATES FOR RESIDENTIAL AND COMMERCIAL PREMISES**

**WHEREAS**, Chapter 8.04 of the City of Winters Municipal Code (“Code”) establishes regulations for the collection and removal of refuse; and

**WHEREAS**, the City has an agreement for the collection and removal of refuse, along with related integrated waste management services with USA Waste of California, Inc. (doing business as Waste Management of Winters) (“Waste Management”); and

**WHEREAS**, the agreement between the City and Waste Management contemplates increases to the rates that are charged for residential and commercial services to account for increased costs resulting from changes to the services provided and other increases to the cost of doing business; and

**WHEREAS**, pursuant to California Proposition 218 (Calif. Constitution, Article XIID, Section 6) and California Assembly Bill 1260 (Calif. Government Code, Section 53755) at least 45 days prior to the hearing on this Resolution, the City has mailed, postage prepaid, a notice of the public hearing on the proposed solid waste rate increase to the address to which the City customarily mails the solid waste service bill, for each identified parcel upon which the increased rates are being proposed;

**WHEREAS**, said notice identified: (1) the amount of the increased rates proposed to be charged; (2) the basis upon which the rate increase was determined; (3) the reason for the rate increase; and (4) the date, time, and location for the public hearing on the rate increase;

**WHEREAS**, on February 4, 2020, the City Council held a duly noticed public hearing pursuant to the requirements of Section 6(a) of Article XIID of the California Constitution (Proposition 218) on the proposed rate increases; and

~~**WHEREAS**, the City Council considered the staff report and other documentation concerning the proposed rate increase and all of the information, testimony, and evidence presented at the public hearing; and~~

**WHEREAS**, on February 4, 2020, at 6:30 p.m., the City Council conducted a duly noticed public hearing at which time all those wishing to be heard were afforded an opportunity to be heard, and at which time the City Council considered any and all written protests concerning the proposed solid waste rates; and

**WHEREAS**, the City did not receive written protests from a majority of the identified parcels that would be subject to the proposed rates; and

**WHEREAS**, all other prerequisites to the adoption of this Resolution have occurred; and

**WHEREAS**, based upon the information contained in the Staff Report, the City proposes to increase its integrated waste management services rates in accordance with California law in an amount that corresponds to the amount necessary for the collection, conveyance, recycling and disposal of solid waste via the City's franchise agreement. Therefore, the City Council finds, with respect to the revenue derived from the increased rates, that (1) there is a reasonable relationship between the use of the rates increased herein and the services for which they are imposed; (2) the revenue derived from the increased rates does not exceed the amount necessary to provide the services; (3) the increased rates shall not be used for any purpose other than that for which the rates are imposed, including but not limited to, solid waste pick-up, transportation, recycling, disposal, facilities and equipment maintenance, capital projects and financing, and billing and account management; (4) the increased rates do not exceed the proportional cost of the services attributable to each customer; and (5) the increased rates are not levied for general governmental purposes; and

**WHEREAS**, the integrated waste management services rates for fiscal year 2018/19 are included as Exhibit A to this Resolution and incorporated herein;

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

Section 1. Based upon its review of the Staff Report, and upon the written and verbal evidence presented, the City Council hereby finds and determines that the Integrated Waste Management Services for fiscal year 2020-21, beginning February 5, 2020, shall be provided based upon the rates attached hereto as Exhibit "A". The rates for said Integrated Waste Management Services includes, but is not limited to: solid waste collection and disposal, organics and green waste collection and processing, recycling collection and processing, and bulky-item collection, all as more specifically established in accordance with the Franchise Agreement.

Section 2. In addition to the increases described in Section 1, beginning July 1, 2020 and each July 1 through July 1, 2025, the rates described in Exhibit "A" shall be adjusted by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID CUUR0000SEHG ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to, said July 1. The rates will also be adjusted to include the increase tipping fees by Waste Management to the Yolo County Landfill since the prior July 1, and the project increased tipping fees for the twelve month period following said July 1, as more specifically set forth in the Franchise Agreement. Provided, however, in no event shall the rates for the solid waste service fees identified above be adjusted, as a result of the annual CPI Adjustment or any tipping fee adjustment, by more than the City's cost of providing solid waste services.

Section 3. This Resolution supersedes and voids all prior resolutions, and other Council actions, which are inconsistent with its terms, including all prior resolutions establishing or amending integrated waste management services rates.

Section 3. This Resolution shall become effective immediately upon its approval.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 4th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

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Bill Biasi, Mayor  
City of Winters

ATTEST:

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Tracy Jensen, City Clerk  
City of Winters



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** February 4, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Public Hearing and Consideration of Community Development Block Grant Application for Public Facilities, Resolution 2020-09

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**RECOMMENDATION:**

Staff recommends that the City Council take the following actions: (1) receive the staff report; (2) conduct the public hearing; and (3) adopt Resolution No. 2020-09 approving a Community Development Block Grant (CDBG) General Allocation for Public Facilities grant application in the amount of \$3,500,000 for the 2019-2020 CDBG Notice of Funding Availability (NOFA) to the California State Department of Housing and Community Development.

**BACKGROUND:**

Staff is working with Emily Geller, the Project Manager for Domus Development, the developer of the Blue Mountain Terrace Senior Housing project, to prepare a Community Development Block Grant application for Public Facilities. The total estimated cost of the Public Facility project is \$4,009,706, which includes a proposed Senior Center facility to be located adjacent to the Blue Mountain Terrace project site. Additionally, the Grant Application includes a funding request for General Administration in the amount of \$75,000 and for CDBG Program Income in the amount of \$760,000.

In January of 2019, the City Council authorized a CDBG application for this Public Facilities project in conjunction with the 2018 CDBG NOFA; however, the application was not funded.

**DISCUSSION:**

Under the CDBG General Allocation program, the maximum grant for a Public Facility is \$3,500,000. Staff proposes that the City apply for a \$3,500,000 grant amount for the 2019-2020 NOFA funding cycle. The grant application includes- funding for General Administration as allowed by CDBG guidelines. Based on the program guidelines outlined in the Notice of Funding Availability (NOFA), if the California Department of Housing and Community Development (HCD) approves the grant application, the City of Winters would have thirty six (36) months to complete the expenditure of funds for the construction of the Public Facility, the Senior Center.

**ALTERNATIVES:**

The City Council has the option of not submitting a CDBG application; however, staff would not recommend this alternative as funding for a Public Facility, such as the proposed Senior Center is difficult to obtain. If the City is successful in its' CDBG grant application, it would result in a much-needed community facility to serve the growing senior citizen population.

**FISCAL IMPACT:**

The City would expend \$760,000 in CDBG Program Income on eligible activities as required under CDBG regulations in furtherance of the senior center project. The City would receive \$3,500,000 in CDBG funds and would be obligated to expend the requested \$3,500,000 on eligible activities according to the terms of the CDBG program. It is anticipated the balance of \$75,000 in CDBG funds for General Program Administration will be sufficient to cover city functions including but not limited to consultant time used for monitoring and reporting.

**ATTACHMENTS:**

Resolution No. 2020-09

**RESOLUTION NO. 2020-09**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2019-2020 FUNDING YEAR OF THE STATE CDBG PROGRAM**

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

**SECTION 1:**

**The City Council has reviewed and hereby approves an application for in the amount of \$3,500,000 for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:**

**Public Facilities Project – Senior Center up to \$3,500,000**

**CDBG Program Income – Public Facilities Project – Senior Center up to \$760,000**

**SECTION 2:**

**The City of Winters acknowledges compliance with state and federal public participation requirements in the development of this application.**

**SECTION 3:**

**The City/County hereby authorizes and directs the City Manager to sign this application and act on the City's behalf in all matters pertaining to this application.**

**SECTION 4:**

**If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments thereto with the State of California for the purposes of this grant.**

**SECTION 5:**

**If the application is approved, the City Manager is authorized to sign Funds Requests and other required reporting forms.**

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Winters held on February 4, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Bill Biasi, Mayor

STATE OF CALIFORNIA City of Winters

I, Tracy Jensen, City Clerk of the City of Winters, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 4<sup>th</sup> day of February 2020.

Tracy Jensen, City Clerk of the City of Winters, State of California

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

Tracy Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** February 4, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Dan Maguire, Economic Development and Housing Manager   
**SUBJECT:** Intergovernmental Agreement with Yolo County Housing ("YCH") for Affordable Housing and Grants Management Services

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**RECOMMENDATIONS:**

1) Receive the report from staff recommending the approval of an Intergovernmental contract for Professional Services for Grants Management Services for Housing and Community Development Consulting Services, and 2) Authorize the City Manager to execute a contract with YCH for the Consultant Services.

**BACKGROUND:**

Since 2013 the City Council has had an approved an Intergovernmental contract with Yolo County Housing to provide technical assistance and guidance in writing grants; and managing and executing funding from Community Development Block Grant (CDBG) Programs and the Home Investment Partnerships (HOME) Programs received through the U.S. Department of Housing and Urban Development following the approval of City grant applications.

Normally, Federal Procurement Guidelines (associated with receiving Federal Funds such as CDBG/HOME) for contracting for Professional Services require the jurisdiction to utilize an RFP/RFQ process for the selection of the service provider. Intergovernmental Agreements are exempt from this requirement, as long as the HUD guidelines are adhered to in the contract language.

The most recent contract contracted with YCH to provide said services under an Intergovernmental Services Agreement dated July 1, 2019 to June 30, 2022, with YCH having been very effective in contract services to date, Staff recommends the City enter into a new contract with YCH to provide said services and additional services that previously have been provided by staff.

With the impending retirement of the City's Housing staff person, succession management discussions have focused on expanding YCH's role and responsibilities. YCH, as technical advisor to the City, has participated in all meetings of the Affordable Housing Steering Committee for over a decade. This level of involvement gives them institutional knowledge of the City's Inclusionary Housing Ordinance, the City of Winters Housing Element, and almost all discussions involving affordable housing in Winters. The Staff recommendation to have YCH provide additional services is felt to be the best approach to providing continuity in affordable housing implementation.

**FISCAL IMPACTS:**

Total contract cost is TBD (To Be Determined). The issuance of the Intergovernmental Agreement Contract will have little to no impact on City's General Fund as expenses incurred in providing said services will be funded primarily through the City's existing Activity Delivery and General Administrative budgets within the CDBG/HOME Program Income account and/or grants received. Most expenses not covered by grants can be funded from the City's Affordable Housing Trust Fund.

**ATTACHMENTS:**

Intergovernmental Agreement with YCH

Exhibit A-Intergovernmental Agreement Services, Costs and Term

Exhibit B-Federal Requirements (Subgrantee Certifications and Assurances)

**Intergovernmental Agreement for Affordable Housing Services  
Between the City of Winters and Yolo County Housing**

This agreement is made this 1<sup>st</sup> day of April, 2020 by and between the CITY OF WINTERS, a political subdivision of the State of California ("City") and the YOLO COUNTY HOUSING ("YCH"), a public body corporate and politic ("YCH") (collectively with City, the "parties").

**RECITALS**

**WHEREAS**, the City participates in various affordable housing programs within the State of California and federally through the U.S. Department of Housing and Community Development, and receives funding following the approval of City grant applications; and

**WHEREAS**, YCH administers a variety of public housing programs within Yolo County and it has substantial expertise in local affordable housing programs and other relevant housing and social service-related matters; and

**WHEREAS**, the City would like YCH to assist in the management and administration of the City's affordable housing program and provide a range of related services, as set forth more specifically below; and

**WHEREAS**, under Federal procurement guidelines set forth in 24 CFR Section 85.36, public entity interagency contracts for common supplies and services are encouraged and such contracts are exempt from the competitive procurement requirements that otherwise apply under guidelines;

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereby agree as follows:

**AGREEMENT**

1. **Services to be Provided by YCH.** During the term of this Agreement, YCH will undertake all the following services in a professional, responsible and competent manner: Serve as the Consultant to the City of Winters, managing the Affordable Housing and Grants programs, as requested in writing by the City. In this capacity, YCH will provide program planning and grants management, oversee project delivery and compliance requirements, meet reporting requirements, as well as provide collaborative technical assistance and expertise in researching, writing and planning for the Affordable Housing and Grants Programs, all as outlined in Exhibit A and as authorized by the City. Notwithstanding the foregoing, for all existing (including housing loan funds and program income funds) and future grants that are within the scope of this agreement, the City and its City Manager shall retain responsibility for accounting and other fiscal aspects of grant

management, including but not limited to housing loan funds and program income funds for accounts related to the Affordable Housing and Grants Program.

The City may also request that YCH assume similar management responsibilities for other City programs relating to Affordable Housing and Grants during the term of this Agreement. If YCH accepts such responsibilities, Exhibit A shall be amended to describe the nature and extent of the additional responsibilities assumed by YCH. Such an amendment may be approved by the City Manager (or designee) and the Chief Executive Officer of YCH provided that any amendment that would result in compensation to YCH in excess of the not to exceed amount set forth below must be approved by the City Council.

a. **City's Representative.** The City hereby designates the City Manager to act as its representative for the performance of this Agreement. The City Manager shall have the power to act on behalf of the City for all purposes under this Agreement.

b. **YCH's Representative.** YCH hereby designates the Chief Executive Officer, to act as its representative for the performance of this Agreement. YCH's Representative shall serve as the City's primary source of contact for carrying out performance under this Agreement and shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement.

**2. Compensation and Expenses to Be Paid by the City of Winters.** In addition to the Payment methods set forth in Section 4, below, for the professional services provided during the term of this Agreement, services provided by YCH will be billed as described in Exhibit A.

**3. City Staff.** The allocation of responsibilities between the parties is described in Exhibit A for the grants, programs and other matters covered by this Agreement. Exhibit A may be augmented by the parties from time to time to include other work that YCH assists with at the City's request, each of which shall constitute an approved Scope of Work.

Generally, the City will continue to have a role in the administration and management of Affordable Housing and Grants covered by this Agreement. YCH will provide only those services requested by the City, consistent with Exhibit A.

**4. Payment for Services.**

A. **Lump Sum Payment.** If a project or task indicates lump sum payment, then YCH shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in an approved Scope of Work, or in any addenda attached and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work.

Within fifteen (15) calendar days of the receipt of YCH's invoice (addressed as indicated in subsection B, below) and accompanying deliverable(s) or other satisfactory evidence of performance (such as a written progress report), the City shall either authorize payment for services performed or advise YCH in writing of any concerns that it has with the invoice and any need for further documentation. The City shall use reasonable efforts to ensure that it processes payment of each invoice with thirty (30) calendar days after payment of an invoice is approved. The parties acknowledge and agree that the invoicing and payment process described in this Section is different from the process that the City will follow in obtaining reimbursement from grant funders.

B. Periodic or Monthly Reimbursement Payment. If a project or task indicates periodic reimbursement based on invoices, then YCH shall be compensated for work performed or services provided via regular invoice in the following manner. See Exhibit A.

At the time specified in an approved Scope of Work or, if no time is specified, on a monthly basis, YCH will submit an invoice to the City for services rendered under the Agreement to the following address:

City of Winters  
Attention: City Manager  
318 First Street  
Winters, CA 95616

The invoice submitted pursuant to this Section shall show the Agreement number, if any, hours worked by each person who performed services during the billing period allocated in one-quarter of an hour increments, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, and such other information as the City may reasonably require.

Within fifteen (15) calendar days of receipt of YCH's invoice, the City shall either authorize payment for services performed or advise YCH in writing of any concerns that it has with the invoice and any need for further documentation. The City shall use reasonable efforts to ensure that it processes payment of each invoice with thirty (30) calendar days after payment of an invoice is approved.

5. **Applicable Laws.** In the performance of the services covered by this Agreement, YCH shall comply with all applicable laws, including those set forth in Exhibit B.

6. **Indemnification/Hold Harmless.** YCH shall indemnify, defend, and hold harmless the City of Winters, its City Council, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from YCH's performance of this Agreement, with the exception of matters that are based upon the negligent or intentional

acts or omissions of the City, its City Council, officials, consultants, agents and employees.

The City shall indemnify, defend, and hold harmless YCH, its board, commission, officials, consultants, agents, and employees from and against any and all loss, damages, liability claims, suits, costs and expenses, including reasonable attorneys' fees arising from the City's performance of this Agreement, with the exception of, and in proportion to, matters that are based on the negligent or intentional acts or omissions of YCH, its board, commission, officials, consultants, agents, and employees.

**7. Insurance.** On or before the commencement of the term of this Agreement, each party shall furnish to the other party certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage. Such certificates, which do not limit each party's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the [insert name of other party] by certified mail." It is agreed that each party shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the other party and licensed to do insurance business in the State of California. Endorsements naming the other party as additional insured shall be submitted with the insurance certificates.

A. Coverage. Each party shall maintain the following insurance coverage:

- (i) Workers' Compensation: Statutory coverage as required by the State of California.
- (ii) Liability: Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate-all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(iii) Automotive: Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate-all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate-all other
or		
Combined Single Limit:	\$1,000,000	each occurrence

B. Subrogation Waiver. Each party agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, it shall look solely to its insurance for recovery. YCH hereby grants to the City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either YCH or the City with respect to the services of YCH herein, a waiver of any right to subrogation, which any such insurer of said YCH may acquire against the City by virtue of the payment of any loss under such insurance. The City hereby grants to YCH, on behalf of any insurer providing comprehensive general and automotive liability insurance to either YCH or the City with respect to the services of the City herein, a waiver of any right to subrogation, which any such insurer of said City may acquire against YCH by virtue of the payment of any loss under such insurance.

C. Failure to Secure. If a party at any time during the term hereof should fail to secure or maintain the foregoing insurance, the non-compliant party shall be permitted to obtain such insurance in the non-compliant party's name or as an agent of the non-compliant party and shall be compensated by the non-compliant party for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. The City, its City Council, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. YCH, its board, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured

named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

8. **Term.** The term of this Agreement shall begin on April 1, 2020. The term shall end or be extended based on exact dates noted in **Exhibit A**. Thereafter, the Agreement may be renewed by the parties, based on a mutually agreeable schedule of costs and tasks.

9. **Termination of Agreement.** This Agreement may be terminated by either party at any time for convenience by giving the other party ninety (90) calendar days advance written notice. Upon termination, YCH shall promptly submit its final invoice(s) to the City.

10. **Notice.** During the term of this Agreement, all notices shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To: YCH

Yolo County Housing  
Attention: Chief Executive Officer  
147 W. Main Street  
Woodland, CA 95695  
Telephone Number: (530) 662-5428  
Fax Number: (530) 662-5429

To City of Winters:

City of Winters  
Attention: City Manager  
318 First Street  
Winters, CA 95694  
Telephone Number: (530) 795-4910  
Fax Number: (530) 795-4935

Any party may change the address to which notice is to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5<sup>th</sup>) day following deposit in the United States mail.

**11. Assignment and Subcontracting.** The services and obligations required of YCH under this Agreement are not assignable in whole or in part. In addition, YCH shall not subcontract any portion of the services required of it by this Agreement without the express written consent of the City.

**12. Governing Law.** This Agreement 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 Woodland, California.

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

**14. Amendment.** Except as otherwise expressly provided in Section 1, above, this Agreement and the exhibits hereto may only be amended in writing signed by both parties, and any purported amendment shall be of no force or effect. This Agreement may be amended to both extend the term and conditions, as well as to add tasks. YCH will not begin new tasks without express written permission of the City.

**15. Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the City and YCH and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[Signatures on following page]

**SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT  
Between the City of Winters and Yolo County Housing**

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in duplicate on the day and year first above written.

**CITY OF WINTERS**, A Municipal Corporation of the State of California

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ethan Walsh  
City Attorney

**YOLO COUNTY HOUSING**, A Public Entity  
Both Corporate and Politic of the State of California\_\_

Tax I.D.  
Number: \_\_\_\_\_

DUNS # \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Baker  
Chief Executive Officer

**EXHIBIT A**  
**Intergovernmental Agreement**  
**Services, Costs and Term**

**Services to be Provided**

**General:**

YCH shall be responsible for assisting in identifying needs and strategic goals with the City in a collaborative manner and providing technical assistance on grant search and eligibility. Staff shall be responsible for applying for grants on behalf of the City, as directed by City, to further City strategic objectives, especially for low to lower income populations.

YCH will maintain appropriate files, including grant files, contract files, loans, and labor compliance and will be responsible for periodic required reporting to funders including HUD. YCH will maintain required compliance reporting files.

YCH will assist in setting project delivery and milestone requirements and will monitor projects for compliance and authorize payment distribution in accordance with milestones, deliverables and grant requirements. Actual payment will be made through the City's financial system in accordance with City procedures.

YCH will either provide direct labor compliance services, or with approval from the City, select an approved third party to provide services *in* cases where there are multiple simultaneous projects.

YCH shall provide project testing and compliance monitoring as necessary and required to ensure that projects are completed in accordance with grant requirements and maintain documentation of same. This shall be at least one time per project unless another, more stringent requirement applies.

YCH will periodically review programs and projects to gauge effectiveness. Where necessary, YCH may recommend and, with approval from City and/or the funder (such as HUD), make changes to programs and projects to improve program efficiency, efficacy and implementation or to improve grant compliance requirements.

**Grant Administration Services**

YCH will serve as grants administrator/manager for the City of Winters in connection with various affordable housing programs within the State of California and federally through the U.S. Department of Housing and Urban Development, as well as other community development and economic development programs that provide assistance to low and lower income populations as assigned by City. This includes all open grant awards under the programs and any subsequent proposed grants per written request by the City and any awards as a result of City-approved grant applications. The following grants are as follows:

- Community Development Block Grant Program (CDBG)
- HOME Investment Partnerships Program (HOME)

Tasks include all program administrative and management responsibilities, with the exception of accounting as it relates to City's financial system data entry, deposit and check processing and other fiscal aspects of grant management. Specific responsibilities include, but are not limited to, the following:

- Program planning
- Collaborative technical assistance
- Grant oversight and administration, including collaborating with City Finance to establish and maintain appropriate accounting records for grant management, administration, budgeting and reporting purposes
- Assist City staff with new housing project plan reviews, developer meetings, fee structures, construction meetings and construction monitoring oversight (as requested)
- Project delivery and milestone development
- Program Income planning and reporting
- Manage Fair Housing phone line and email inquiries, offer resources, document details for reporting purposes
- Grant and project compliance requirements, including:
  - Contract management
  - Project/Agency eligibility determination, selection review and documentation
  - Sub-recipient progress & administrative monitoring, report collecting (quarterly & annually), expenditure processing
  - Monitoring of HOME-funded affordable housing complexes focusing on local ordinance rules and regulations, state & federal laws, HUD guidelines, health and safety guidelines, unit inspections and administrative and financial reviews

- Providing program and grant financial reports to Finance when necessary or appropriate
- Develop Annual Action Plan, CAPER and other reporting to HUD as required
- eCivas Grants Network Computer System data entry & reporting
- MBE/WBE/DBE reporting
- Section 3 reporting
- Environmental compliance requirements
- Labor standards and compliance
- Procurement requirements in accordance with OMB
- Adherence to Certifications and Assurances as found in Exhibit "B", which follows this Exhibit "A".

As noted, the City and its Finance Department will retain responsibility for accounting and other fiscal aspects of grant management. This includes, but is not limited to, responsibility for processing accounting transactions (including grant receipts and disbursements), City's financial system data entry, paying salary and benefits to City employees that provide services in connection with the Agreement and/or covered programs, processing loan payments and maintaining bank accounts.

### **Affordable Housing Programs**

YCH will serve as the administrator/manager for the City in connection with the Affordable Housing Program. This includes affordable housing complexes (non-HOME) and owner-occupied homes through the Below Market Rate (BMR) Homeownership Program.

Tasks include all program administrative and management responsibilities, with the exception of accounting as it relates to City's financial system data entry, deposit and check processing and other fiscal aspects of grant management. Specific responsibilities include, but are not limited to, the following:

- Program planning
- Collaborative technical assistance
- Grant research, writing and application (as requested)
- Assist City staff with policy review and ordinance updates
- Assist City staff with new housing project plan reviews, developer meetings, fee structures, construction meetings and construction monitoring oversight (as requested)
- Assist City Staff with Affordable rental document generation (title and covenant documentation)

- BMR Homeownership Program deed restriction review, tracking, management, inquiry response and declaration preparation
- BMR Homeownership Program refinance, re-sale, escrow document package preparation. Work closely with Neighborhood Works re: eligible applicants and income qualification.
- Rental Complexes loan documentation development and servicing. Assist with closing documentation and process
- Program oversight and administration, including collaborating with City Finance to establish and maintain appropriate accounting records for program management, administration, budgeting and reporting purposes
- Program delivery and milestone development
- Affordable Rental Initial Tenant Selection and Management (as requested)
- Manage Affordable Housing phone line and email inquiries, offer resources, document details for reporting purposes
- Land RFP's and project development re: land dedication sites (as requested)
- Program compliance requirements, including:
  - Contract management
  - Monitoring of affordable housing complexes focusing on local ordinance rules and regulations, health and safety guidelines, unit inspections and administrative and financial reviews
  - Providing program and grant financial reports to Finance when necessary or appropriate
  - Environmental compliance requirements
  - Labor standards and compliance
  - Procurement requirements in accordance with OMB
  - Adherence to Certifications and Assurances as found in Exhibit "B", which follows this Exhibit "A".

### **Projects, New Projects**

YCH is to provide technical assistance in a collaborative manner and in accordance with City's identified needs and strategic goals. YCH may not undertake new projects, nor reallocate grant funds, nor seek to change projects or reallocate funds with a funder until and unless it has engaged in planning discussions with City and obtained written approval in advance for any proposed changes or written approval to seek funding for new projects. As necessary and appropriate, the City will consult with any State or Federal programs or departments on new projects or other additional activities that are within the scope of this provision.

**Reporting, Quarterly Report**

In addition to grant reporting on projects to HUD and governing bodies as required, YCH staff shall prepare a quarterly summary of activities under this contract for the City Manager.

**Compensation and Expenses to Be Paid By City of Winters** In addition to the payment methods set forth in section 4, above, for the professional services provided during the term of this Agreement, services provided by YCH will be billed, as described at the following hourly rates:

Administrator	\$121.00
Director	\$91.00
Labor Compliance/Construction Technical Assistant	\$91.00
Analyst	\$76.00
Real Estate/Housing Manager	\$60.00
Assistant	\$58.00

The billing rates for staff may be adjusted for the second and third years by mutual agreement of the parties. In addition, any administrative expenses required and incurred in the implementation of this Agreement and scope of work, such as mileage (IRS annual approved rate per mile), postage, office supplies, printing, etc. will be billed to the City at actual costs. A 3% Administrative Fee will also be applied to each invoice for general overhead and accounting expenses in relation to the implementation of this agreement.

**Term** The term of this Agreement shall be annually up to three years, beginning on April 1, 2020, unless sooner terminated as hereinafter provided. Thereafter, the Agreement may be renewed by the parties, based on a mutually agreeable schedule of costs and tasks.

## EXHIBIT B CERTIFICATIONS AND ASSURANCES

Certification and Assurance: Yolo County Housing, by executing this certification, hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

1. Compliance with Community Development Block Grant regulations found at 24 CFR Part 570, Subpart I, HUD
2. Compliance with applicable OMB Circulars, including A-133 and A-87 as required
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency

regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

13. Compliance with additional regulations and requirements for grants, as outlined by the regulation and/or grant agreement, to include, but not be limited to federal HOME regulations in addition to federal uniform administrative requirements outlined above in this section.

The information contained in this certification is true and accurate, to the best of my knowledge.

---

Signature of Authorized Certifying Official:

Title:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.



CITY COUNCIL  
STAFF REPORT

DATE: February 4, 2020  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: Animal Services Joint Powers Agency and Agreement

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RECOMMENDATION:

That the City Council 1. Approve an Agreement Between the County of Yolo and the Cities of Davis, West Sacramento, Winters, and Woodland Creating the Yolo Animal Services Planning Agency Joint Powers Authority; and 2. Authorize the Mayor to execute the Agreement.

Background:

In 2013 a LAFCo and UC Davis Koret Shelter Medicine Program study found the Yolo County Animal Shelter to be “inadequate, outdated and compromising the program’s ability to adequately serve the community”. Additionally, it identified the establishment of an animal shelter joint powers agency (JPA) as a means to provide participating jurisdictions with increased control over budget and operational decision making.

In the Fall of 2018 representatives of the County, Cities of Davis, Woodland, Winters, and West Sacramento, and UC Davis (“Animal Shelter Working Group”) held two joint meetings to gather information on the status of the Yolo Animal Shelter and determine next steps for action. The recommendation from these meetings was for each jurisdiction’s governing board to approve moving forward with the first phase of JPA development, and to receive a check-in from staff at each transition point in the phases. The suggested phases of JPA development included:

- 1.) Governance Model: Outlining the charge, scope and governance structure of the JPA, including powers, membership, bylaws and voting structure.
- 2.) Strategic Planning: JPA Initial Formation/Planning (Develop shared vision, mission, goals,

**Yolo County Animal Services Joint Powers Agreement**

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objectives and strategic plan).

3.) JPA Operational Model: This phase assumes the JPA Board successfully completes the Strategic Planning phase, and continues to move forward. Here the JPA would consider operational models, staffing, and program options; allowing for updated financial projections before moving forward to consider facility options.

Once an operational model is agreed upon, additional phases might include:

- 1.) Shelter Location
- 2.) Shelter Design
- 3.) Financing
- 4.) Budget
- 5.) Implementation of JPA

On February 26, 2019 the Board received a shelter update and approved for staff to move forward with the first phase of developing and implementing a JPA: defining the initial charge, scope and governance structure, including powers, membership, bylaws and voting structure.

On September 19, 2019 the Animal Shelter Working Group met to discuss the governance structure. The County and four cities, in consultation with UC Davis, ultimately agreed to continue to move forward with the initial formation of a JPA that includes “on” and “off-ramps” for agencies to leave the agreement or buy-in at a later date.

The Animal Shelter Working Group participants agreed that the JPA start as a planning agency only, and that the operational and program options be studied first, before proceeding to consideration of facility options. There are no preconceived plans regarding any type of program model, facility or otherwise.

Yolo Animal Services Planning Agency JPA

It is envisioned that the attached agreement would become effective on the date upon which the cities of Davis, Winters, Woodland and the County have approved it. It is unknown at this time if West Sacramento will join, however, the working group anticipated this uncertainty and felt it important to proceed upon the aforementioned cities joining and to leave on ramps should the City of West Sacramento choose to join at a later time. In addition, UC Davis and Yocha Dehe Tribal government have been provided the JPA and a status update, though it is not anticipated that either will join during the planning phase. Currently, the agreement will be presented to city councils on the following dates:

- City of Winters: February 4<sup>th</sup>
- City of Davis: February 25<sup>th</sup>
- City of Woodland: February 18<sup>th</sup> or March 3<sup>rd</sup>
- City of West Sacramento: TBD

**Yolo County Animal Services Joint Powers Agreement**

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Staff recommends approval of the attached agreement, furthering the progress of the agencies into Phase II of development: JPA Initial Formation/Planning, including development of shared vision, mission, goals, objectives and strategic planning.

The goal is to conduct an inaugural meeting of the newly formed JPA in Spring 2020.

FISCAL IMPACT: To be determined through the creation of the JPA.

**Agreement Between the County of Yolo and the Cities of Davis,  
West Sacramento, Winters, and Woodland Creating the  
Yolo Animal Services Planning Agency Joint Powers Authority**

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Yolo and the Cities of Davis, West Sacramento, Winters, and Woodland (each individually a “Member” and referred to collectively as the “Members”) to create the Yolo Animal Services Planning Agency as a joint powers agency under California Government Code Section 6500 *et seq.*

**RECITALS**

WHEREAS, Government Code Sections 6500-6515, permitting two or more local public entities by agreement to jointly exercise any power common to them, authorizes the Members to enter into this Agreement; and

WHEREAS, the County of Yolo (“County”) currently operates an animal shelter and associated animal services program to house and care for a variety of dogs, cats, and other animals that are lost, abandoned, or otherwise in need of shelter services; and

WHEREAS, each of the Cities contracts with the County for animal control and shelter services within its jurisdictional boundaries, but currently lacks a formal governance role in animal services shelter management and operations; and

WHEREAS, the Members collectively desire to create a new governance structure so as to explore future operational options for alternative provision of animal services in a coordinated manner that affords each Member a substantial role; and

WHEREAS, the Members enter into this Agreement to create the Yolo Animal Services Planning Agency as a joint powers agency for the purposes set forth above;

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereby agree as follows:

**AGREEMENT**

1. **Creation of Yolo Animal Services Planning Agency.** Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), as amended from time to time (the “JPA Law”), the Members hereby establish the Yolo Animal Services Planning Agency (hereinafter, the “Agency”) as a joint powers agency separate from each of its Members.

As authorized by Government Code Section 6508.1, the assets, debts, liabilities, and obligations of the Agency shall not constitute assets, debts, liabilities, or obligations of any Member. However, a Member may separately contribute assets to and contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Agency. Within 30 days after the

Effective Date, as defined in Section 5, below, the County Administrator shall cause a notice of this Agreement to be prepared and filed with respect to the Agency with the office of the Secretary of State in the manner set forth in Government Code Section 6503.5.

2. **Parties to this Agreement.** Each Member is a public agency under Government Code Section 6500 and may contract with the other Members to create a joint exercise of powers agency for the purposes set forth in Section 3, below. Each Member also certifies that the withdrawal or other removal of any Member from this Agreement does not affect this Agreement nor each remaining Member's intent to contract with the other Members then remaining for the purposes set forth herein.

3. **Purpose.** The purpose of this Agreement is to establish the Agency and provide authority to carry out the following planning tasks and actions:

- (a) To establish a JPA governance structure, including the development of a shared vision, mission, and goals.
- (b) To explore operational models, staffing and program options related to the provision of animal services in Yolo County.
- (c) To conduct or provide guidance regarding related public outreach.
- (d) If the Members so choose, to consider the development of a subsequent JPA with the intent of instituting an operational model that may include the development of a shelter facility and make recommendations regarding governance models for shelter construction, management, and/or operations.

4. **Powers.** The Agency shall have all powers granted to joint powers agencies in Articles 2 and 4 of the JPA Law. Additionally, the Agency is authorized, in its own name, to exercise all powers and carry out all acts necessary to fulfill the purposes of the Agency as set forth in the Recitals and Section 3, above, including but not limited to the following:

- (a) To make and enter into contracts;
- (b) To receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (c) To sue and be sued in its own name;
- (d) To recruit and coordinate work by volunteers, contract with consultants, contractors, and agents; and
- (e) To receive, collect, invest and disburse moneys.

Further, although the Agency is expected to exercise only limited powers and, as of the date of this Agreement, is not anticipated to have its own funds, assets, contracts, or

debts or liabilities, the Members nonetheless authorize it to exercise all of the following powers if circumstances so require:

- (f) Incur debts, liabilities and obligations; provided that no debt, liability or obligation of the Agency is a debt, liability or obligation of any Member except as separately agreed to by a Member agreeing to be so obligated;
- (g) Acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means;
- (h) To hire and maintain its own employees; and
- (i) To lease real or personal property as lessee and as lessor;

As provided in Government Code Section 6509, all of the foregoing powers shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the County in the exercise of similar powers.

5. **Effective Date; Term.** This Agreement shall become effective on the date on which the last of the Members approves execution of the Agreement through the formal action of its governing body. This Agreement shall continue in effect until lawfully terminated as provided herein.

6. **Board of Directors.** The Agency shall be administered by a Board of Directors. The Board may adopt Bylaws on matters covered by this Agreement and on any other issues as may be necessary or useful to the conduct of its affairs. The Board shall exercise all powers and conduct all business of the Agency, either directly or by delegation except to the extent prohibited by this Agreement, by applicable law, or by its duly adopted Bylaws. Other specific terms and conditions relating to the Board of Directors are as follows:

- (a) **Directors.** The Board is comprised of five voting members and an equal number of alternates, with one director and one alternate appointed by the governing body each Member. Each Member-appointed director and alternate shall be elected officials of the governing body of the Member. All subsequent references to a "Director" in this Agreement shall be deemed to include the appointed alternate.

The Board shall adopt and maintain a conflict of interest code pursuant to state law. To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director shall file with the Authority the required FPPC forms upon assuming office, during office, and upon termination of office.

- (b) **Term.** Each Director shall serve a term defined in length by the governing body of the appointing Member in its sole discretion. There are no term or other limits for Directors appointed by individual Members, but Board membership shall

automatically terminate upon the end of a Director's service on the governing body of the appointing Member. Any vacancy in a Member's Director position shall be filled by its governing body, subject to the provisions of this Agreement.

- (c) Compensation. Directors are not entitled to compensation, reimbursement of expenses, or other remuneration of any type from the Agency. This does not limit or in any way preclude a Director from receiving reimbursement of expenses or other compensation by the appointing Member.
- (d) Officers. The Board of Directors shall, at its first meeting and periodically thereafter as may be specified in its Bylaws or otherwise agreed upon, elect a Chair and Vice-Chair by majority vote. The Chair and Vice-Chair shall coordinate with the Secretary to set meeting agendas and shall also have the duties set forth in any adopted Bylaws of the Agency. If either the Chair or Vice-Chair ceases to be a Director, the resulting vacancy will be filled at the next meeting of the Board.

The Secretary of the Agency shall be the County Administrator or his or her designee until such time as the Board may appoint a replacement. The Secretary shall keep the records of the Agency, shall act as the Secretary at the meetings of the Board of Directors, shall keep a record of the proceedings of the Agency, and shall perform all duties incidental to the office.

The Financial Officer of the Agency shall be the Chief Financial Officer of the County or his or her designee until such time as the Board may appoint a replacement. The Financial Officer shall be the treasurer and controller of the Agency and shall have the powers, duties, and responsibilities specified in Government Code Section 6505.5. Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing bonds providing for a trustee or other fiscal agent, the Financial Officer is designated the depository of the Agency to have custody of all its monies from whatever source derived. The Financial Officer is designated as the public officer or person who has charge of, handles, or has access to any property of the Agency, and as such (if the Agency owns or possesses property and funds with an aggregate valued exceeding \$1,500) shall file an official bond with the Secretary of the Agency in the amount determined to be necessary pursuant to Government Code Section 6505.1.

Unless the Board of Directors elects to retain other counsel for general legal matters, the County Counsel or his or her designee shall be the General Counsel to the Agency. Nothing in this Agreement constrains the authority of the County Counsel to decline to provide legal services to the Agency, either on individual matters or altogether. The Board of Directors or the Executive Director, subject to any limits on his or her contracting authority, may also contract with a private law firm for specialized legal services or for legal services generally in the event the County Counsel declines to provide representation.

The Board of Directors has the power to appoint other officers and employees as it may deem necessary and to retain independent counsel, consultants, and accounts.

7. **Meetings.** The Board of Directors shall provide for its regular meetings in accordance with the calendar of regular meetings adopted by the Board annually. It shall hold at least one regular meeting each year. The date, hour, and place of the holding of the regular meetings shall be specified in any adopted Bylaws or set pursuant to a calendar of meetings adopted by the Board; provided, however, that if the Chair determines there is no business to transact at such meeting, it shall be cancelled. Other meetings, including special and emergency meetings, may be called in accordance with the Ralph M. Brown Act (California Government Code Sections 54950-54963). All meetings shall be conducted in accordance with the provisions of the Brown Act.

- (a) **Quorum.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. Each Director shall have one vote; an alternate Director shall have no votes if the Director is present. All actions of the Board shall require a minimum of three affirmative votes.
- (b) **Minutes.** The Secretary shall cause to be kept minutes of all meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the adopted minutes from any prior meeting(s) to be forwarded to each member of the Board.
- (c) **Closed Sessions.** Closed sessions of the Board shall be confidential. However, confidential information from closed sessions may be disclosed to Members as permitted by Government Code Section 54956.96. The Board may include provisions in its Bylaws to implement this Section.

8. **Executive Director; Staff.** It is anticipated that the Board shall initially be staffed by the County Administrator's Office. The Board of Directors may, however, appoint an Executive Director to implement policy, manage personnel, develop programs, and otherwise conduct the day-to-day business of the Agency. The Executive Director will carry out decisions of the Board of Directors, meet the strategic goals of Board in an efficient and cost-effective manner, and be accountable for interacting with the public, each Member, and other local, state, and federal agencies. The Executive Director position is at-will and shall serve at the pleasure of the Board of Directors.

The Executive Director shall retain and employ such staff as may be reasonably required for the conduct of agency affairs pursuant to this Agreement, the direction of the Board, and other relevant authorities.

9. **Accounts and Records.** All accounts, financial records, budgets, and other fiscal matters shall be governed by the JPA Law, Bylaws adopted by the Board of Directors establishing contracting and other fiscal policies, and other applicable federal and state laws, regulations, and

policies. Except to the extent that any of the foregoing authorities may provide otherwise, the following terms and conditions all apply to financial matters:

- (a) Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Agency shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following June 30.
- (b) Budget: The Board of Directors shall adopt an operating budget at its first meeting for the remainder of the initial fiscal year and, subsequently, shall adopt its annual budget not less than 60 days prior to the beginning of each successive fiscal year. The requirements of this section shall not apply during any periods when the Agency does not maintain any funds or accounts and does not otherwise have an existing or anticipated need to take action on matters typically included in a local agency budget.
- (c) Funds and Accounts. As necessary, the Agency shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution or Bylaw of the Board of Directors. Books and records of the Agency shall be open to inspection at all reasonable times by authorized representatives of Members. Additionally, the Agency shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- (d) Audits. Pursuant to Government Code Section 6505, if the Agency maintains any funds or accounts during a fiscal year, the Financial Officer shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of the Agency, conforming in all respects with the requirements of that Section. The Board of Directors may appoint an audit committee from its membership to oversee the annual audit process, meet with the independent auditor(s), and receive the audit report.

By unanimous vote of the Board of Directors, if not in conflict with any state or federal law, regulation, or other requirement, the audit may be biennial as permitted by Government Code Section 6505(f). A report of the audit shall be filed as a public record with each of the Members and sent to any public agency or person in the State of California that requests a copy of the report in writing or that is required by law, regulation, or policy to receive the audit report. The report shall be filed within twelve months of the fiscal year(s) under examination. Costs of the audit shall be considered a general expense of the Agency.

10. **Funds**. The Financial Officer shall have the custody of and disburse the Agency's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function consistent with Government Code Section 6505.6,

provided he or she is responsible upon his or her official bond for the safekeeping and disbursement of all such funds.

11. **Withdrawal.** A Member may withdraw as a party to this Agreement upon written notice to the Agency and each of the other Members. Any such withdrawal shall be effective 30 days after delivery of the notice to each of the other Members unless at later effective date is specified therein. Notwithstanding the foregoing, no notice of withdrawal shall be of any force or effect unless the withdrawing Member first meets and confers with each other Member, separately or together, to discuss the reason(s) for withdrawal and identify any alternative strategies that may allow the Member to remain a participant in the Agency.

12. **Termination and Distribution of Assets.** A 2/3 vote of the governing bodies of each of the Members of the Agency is required to terminate the Agency and this Agreement. If necessary, this Agreement and the Agency shall continue to exist after such election for the sole purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Agency.

Upon the termination of this Agreement and following the disposition of any claims or other liabilities of the Agency, any remaining assets of the Agency shall be distributed among its members in proportion to their cash contributions or contributions of real or personal property, all based on market value at the time of contribution. The Board of Directors shall determine such distribution within six months after disposal of the last pending claim or other liability of the Agency. In the event of termination, a withdrawn member may share in the distribution of assets pursuant to this provision.

13. **Liability of Directors, Officers, and Employees.** The members of the Board of Directors, employees, officers, any committee members, advisors, and volunteers shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. With the exception that this Section shall in no event be construed to require indemnification by the Agency to a greater extent than permitted under the public policy of the State of California, the Agency shall indemnify, defend and hold harmless the members of the Board of Directors and its employees, officers, committee members, advisors, and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of services on behalf of the Agency, provided that any such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Agency.

The funds of Agency shall be used to defend, indemnify, and hold harmless Agency and any individual covered by this provision for actions taken within the scope of their appointment, employment, or other service to the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide coverage for matters covered by this provision. The obligations set forth above shall survive the termination or expiration of this Agreement.

14. **Notices.** Notices and other communications hereunder to a Member shall be sufficient if delivered to the Clerk of the governing body of a Member.

15. **Prohibition Against Assignment.** No Member nor the Agency may assign any right, claim, or interest it may have under this Agreement to a third party. No creditor, assignee or third party beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of the Agency.

16. **Amendments.** This Agreement may be amended by an affirmative vote of the governing bodies of 2/3 of the Members. A proposed amendment must be submitted to each Member at least 45 days in advance (unless reduced by written consent of the Member through its City Manager or County Administrator) of the date when the Member is obligated to act upon it. An amendment is to be effective immediately unless otherwise designated.

17. **Severability.** If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

19. **Counterparts.** This Agreement may be executed in several counterparts, including electronic or facsimile counterparts, each of which is an original and all of which constitutes but one and the same instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

COUNTY OF YOLO

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF DAVIS

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF WEST SACRAMENTO

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF WINTERS

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF WOODLAND

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



CITY COUNCIL  
STAFF REPORT

DATE: February 4, 2020  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: 6<sup>th</sup> Cycle/2021-29 Housing Element- Request for Proposals

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**RECOMMENDATION:**

That the City Council authorize the release of the 6<sup>th</sup> Cycle Housing Element Request for Proposals for the City of Winters

**BACKGROUND:**

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan" (also required by the state). General plans serve as the local government's "blueprint" for how the city and/or county will grow and develop and include seven elements: land use, transportation, conservation, noise, open space, safety, and housing. The law mandating that housing be included as an element of each jurisdiction's general plan is known as "housing-element law."

California's housing-element law acknowledges that, in order for the private market to adequately address the housing needs and demand of Californians, local governments must adopt plans and regulatory systems that provide opportunities for (and do not unduly constrain), housing development. As a result, housing policy in California rests largely upon the effective implementation of local general plans and, in particular, local housing elements.

The current City of Winters Housing Element was approved in 2013 for an eight (8) year period, ending in October, 2021. The current Housing Element can be viewed by clicking [HERE](#).

**Housing-Element Process:**

The overall process for adopting a housing element is as follows:

- Update previous housing element.
- Submit draft to the California Department of Housing and Community Development (HCD) for review/approval.
- Revise and adopt (or adopt without changes).
- Submit adopted housing element to HCD.

**Discussion:**

The City of Winters is within the 6<sup>th</sup> Cycle Housing Element Planning Process administered by the State Housing and Community Development Department (HCD). The Housing Element RFP is meant to allow the selection of a qualified consultant to assist in the development of a document which meets the requirements of HCD.

The process will include a combination of the following:

- Review and summation of previous Housing Element
- Establishment of an Advisory Committee
- Community Engagement
- Regional Housing Needs Allocation and coordination with SACOG
- Housing Needs Assessment
- Preparation of the Draft Housing Element including goals, policies and programs.
- General Plan Amendments- If Applicable
- Environmental documentation
- Adoption and submittal to HCD.

It is anticipated that the process will take 12 months with a deadline of May 30, 2021 for adoption, transmittal to HCD and certification.

**FISCAL IMPACT:** None by this action.



**6<sup>TH</sup> Cycle/2021-29 Housing Element  
Request for Proposals**

**February, 2020**

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Exhibit A- Sample of Standard Agreement

## **I. INTRODUCTION**

- A. The City of Winters, hereinafter referred to as the “City”, is requesting proposals (RFP) from firms or individuals, hereinafter, referred to as “Proponent” to provide consulting services to the City. The City is preparing to update its current Housing Element for the 2021-2029 planning period, as mandated by State Law. The City is requesting proposals from qualified consultants with experience in the preparation of Housing Elements, to achieve certification by State Department of Housing and Community Development (HCD) no later than May 30, 2021, for developing a clear, concise, and legally defensible Housing Element that meets the varied needs of the community.

The current Winters Housing Element was certified by HCD in 2013 and shall serve as a foundation for updating the Housing Element. The consulting firm selected shall evaluate: 1) the effectiveness of the housing programs, goals, policies; 2) the production of housing units at all income categories; 3) identification of housing characteristics; 4) update of the Regional Housing Needs Assessment (RHNA); 5) analysis of special housing needs; 6) and the identification of new State Housing Law and programs.

In addition to the Housing Element update, the City wants to address SB 379, which requires all cities to include climate adaptation and resiliency strategies in the Safety Element of the General Plan in conjunction with the next Housing Element update. The City has adopted a Local Hazard Mitigation Plan.

## **II. CITY PROFILE**

The City of Winters is located in the southwestern corner of Yolo County, immediately north of the Solano County line and just east of the Vaca Mountain range. Interstate 505 borders the City of Winters on the east. Interstate 80, which lies just 11 miles south, provides easy access to the major metropolitan areas of Sacramento and the Bay Area. State Highway 128 passes directly through Winters and is a major access route to the Napa Valley and recreational opportunities at Lake Berryessa. Sacramento International Airport is 37 miles away and public transportation is provided by the Yolo County Transportation District.

The City of Winters is an established and changing community. The easygoing nature of the community gives one a sense of longtime tradition. Winters is on the cusp of an economic takeoff now that the economy has recovered. New residential developments have been approved, and are being built since the rebound of the housing market, and new businesses are starting up. Winters is a community that thrives on citizen involvement, volunteer projects, and “civic mindedness”.

The City of Winters is a general law city and employs the Council/Manager form of government. The Winters City Council consists of five members elected at-large for four year terms (two members at one election, three members the following election). After each Council election, the Council members appoint a Mayor for a two-year term and a Mayor Pro Tem for a two-year term.

### III. SCOPE OF SERVICES

It shall be the responsibility of the consultant to work with the City to produce a Housing Element which includes and meets the legal standards and best practices as mandated by the California Department of Housing and Community Development (HCD). Details from HCD can be located at the following: <https://www.hcd.ca.gov/community-development/housing-element/index.shtml>.

The consultant shall assist staff with the Regional Housing Needs Assessment (RHNA) and Housing Element update, pursuant to the State of California Government Code Sections 65580-65589.8, and shall accomplish the following tasks:

#### A. Project Schedule

1. Develop a timeline schedule with milestones for the review and appeal (if necessary) of RHNA and the certification of the Housing Element by the State Department of Housing and Community Development (HCD) by May 30, 2021. The project schedule shall include a detailed explanation of all stages of the project, including, at a minimum:
  - a. Kick off meeting with staff to refine the scope of services;
  - b. Identification of major milestones, meetings, and work products;
  - c. Public outreach, subcommittee meetings, and workshops;
  - d. Delivery of analysis and findings during assessment and development of the RHNA and Housing Element Update;
  - e. Response to HCD review and City staff review times;
  - f. Delivery of draft and final draft Housing Element; and
  - g. Public hearings (Planning Commission and City Council).

#### B. Existing Conditions and Needs

1. Review the City's current Housing Element, General Plan and other supporting materials as needed to gain insight and understanding of Winters's housing progress and priorities;
2. Evaluate results from previous housing programs and policies implemented, and their effectiveness;
3. Assess the viability of the City to use HCD's new streamlined update process, according to HCD's Housing Element Update Guidance document; and
4. Review the City's Local Hazard Mitigation Plan for consistency with SB 379.

#### C. Regional Housing Needs Assessment (RHNA)

1. Review City's vacant land inventory;
2. Review and assist with RHNA; and
3. Assist City staff through appeal process (if applicable).

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D. Assessment of Housing Needs

1. Prepare an updated assessment of housing needs in Winters, and an inventory of resources and constraints relative to meeting those needs; and
2. Incorporate the Regional Housing Needs Assessment (RHNA) figures and data calculations as provided by the Sacramento Area Council of Governments (SACOG) and current demographic data from the 2010 Census.

E. Preparation of Draft Housing Element

Consultant shall provide first an administrative draft Housing Element for comments by the City's planning team, then a publicly available draft Housing Element prepared in compliance with all applicable state and federal laws, including all tables, maps, etc., and shall include the following:

1. Updated housing, population, demographic, and employment data to coincide with recent Southern California Association of Government growth projections and 2010 Census;
2. Assessment of the housing and market conditions and immediate needs within the City, including special housing needs;
3. Identification of actual and potential constraints on the maintenance, improvement, and development of housing for all income levels;
4. Analysis of housing opportunities, along with an inventory of suitable sites and the City's capacity to meet regional housing goals; and
5. A Housing Element (2021-2029) implementation program including quantifiable objectives and programs to address housing needs for all income levels, the elderly, veterans, and population with disabilities, special needs, or experiencing homelessness.

F. General Plan Amendment (if applicable)

1. Identify sections of the City's General Plan (all elements), zoning code, design guidelines, and other adopted plans/regulations identified by staff that may need to be amended to be in compliance with State law, including all tables, maps, etc., consistent with the 2021-2029 Housing Element; and
2. Incorporate existing Local Hazard Mitigation Plan into the City's General Plan Public Safety Element to be consistent with SB 379.

G. Environmental Documents

1. Prepare, post, and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be appropriately filed. In addition, the consultant will be responsible for preparing all notices and mailings for SB 18 and AB 52.

H. Deliverables:

1. Prepare and submit one (1) reproducible copy and one (1) electronic copy in Microsoft

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- Word format and one (1) Adobe Portable Document Format (PDF) of the Administrative Draft Housing Element and list of necessary additional General Plan amendments and other regulatory amendments (if applicable) for City staff to review and comment upon in accordance with the project's schedule. Design of the draft (text, font, graphics, tables, figures, and picture placement) to match the General Plan document format and quality;
2. Revise the Administrative Draft Housing and identified General Plan amendments and other regulatory amendments to incorporate staff's comments and submit one (1) reproducible copy, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Draft Housing Element and proposed General Plan amendments and other regulatory amendments to the City Manager (or designee) for distribution to HCD, the City Council, the Planning Commission, the Affordable Housing Steering Committee and the general public for review and comment;
  3. Prepare, post, and file the appropriate administrative draft and public draft environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be appropriately filed;
  4. Prepare addendum and revisions to draft documents both in response to City input and comments from HCD, including tracking of said revisions;
  5. Prepare Final Draft Updated Housing Element in response to comments from HCD, responsible agencies, City staff, the Affordable Housing Steering Committee, the Planning Commission, City Council, and the public. Upon determination of compliance by HCD of the Final Draft Housing Element and Draft General Plan amendments and other regulatory amendments, the consultant will submit ten (10) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Final Draft Housing Element (2021-2029) and Final Draft Land Use Element for distribution to the Planning Commission and the City Council for final adoption at corresponding public hearings;
  6. Amend the Public Safety Element of the City's General Plan incorporating elements of the Local Hazard Mitigation Plan, climate adaptation and resiliency strategies consistent with SB 379;
  7. Attend, present, and participate in Planning Commission meetings, Affordable Housing Steering Committee, City Council meetings, informational workshops or study session meetings, City staff meetings, and public hearings as required by the City;
  8. Prepare public meeting presentation materials, memos, letters, resolutions, findings of fact, CEQA notices, and other documents as required by City staff;
  9. Provide regular e-mail progress reports to the Project Manager;
  10. Assist in the preparation of staff reports and exhibits for Planning Commission and City Council;
  11. Provide and maintain an Internet-based folder for all project materials accessible to City staff and consultants;

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12. Coordinate with City staff and HCD staff as necessary;
13. Upon adoption of the Final Draft Housing Element and Final General Plan amendments and other regulatory amendments by the City Council, the consultant will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the Housing Element. The consultant shall provide ten (10) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the adopted Housing Element for distribution to HCD, City departments, and other stakeholders; and
14. The consultant shall assist the City in achieving State certification of the Housing Element after adoption by the City Council and shall perform all tasks necessary to obtain HCD certification. The consultant shall file the required CEQA Notice of Determination within 5 days of the final adoption action.

**V. PROPONENT INFORMATION**

- A. RFP Proposal Timeline:** The following is the City’s tentative schedule for the selection of a Proponent:

RFP Released	February 6, 2020
Deadline for Submitting Questions	February 24, 2020
<b>Deadline for Submitting Proposals</b>	March 17, 2020
Panel Review of Proposals (Tentative)	March
Interview of Top Proponents (Tentative)	Week of March 30, 2020
Notice of Intent to Award Sent to Proponents (Tentative)	Week of April 6, 2020
Council Approval and Award (Tentative)	April 21, 2020
Begin Services (Tentative)	May 4, 2020

- B. Oral Interview:** Those Proponents considered most qualified to provide the required services may be requested to participate in an oral interview at the City's discretion. Applicants will be notified in writing of the time and place for the interview. It is expected that key members of the engagement team (owner, partner, manager, senior personnel, and project manager) will be present for the presentation/interview process. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.
- C. Travel Expenses:** The City shall not reimburse Proponent for any travel expenses incurred responding to this RFP or requirements B outlined within this section.

The City shall not reimburse awarded Proponent for local travel related expenses; therefore, any such costs must be included in the rates set forth in the fee schedule. The City will, however, provide reimbursement for reasonable pre-approved travel out of area to include airfare and hotel reimbursement only. Proponents submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels) shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration ([www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)), plus applicable taxes. Proponent shall attach supporting

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documents substantiating all expenses such as itemized receipts, paid invoices, or paid credit card statements (if description has sufficient detail). Any requests for travel-related expense reimbursement must be pre- approved by the City and Finance Director.

**VI. INSTRUCTIONS FOR SUBMISSION of PROPOSAL**

- A. Submittal of Proposal and Fee Schedule:** It is the responsibility of the Proponent to ensure the proposal is delivered on time. Any proposal received after the deadline will be disqualified and will not be considered. Proposals sent via facsimile, email, or hard copies will not be accepted.

Proposals shall be submitted to:

Tracy Jensen, City Clerk  
[Tracy.Jensen@cityofwinters.org](mailto:Tracy.Jensen@cityofwinters.org)

- B. Examination of the Content of the RFP:** By submitting a proposal, the Proponent represents that it has thoroughly examined and become familiar with the contents of the RFP and that it is capable of performing quality work to achieve the City objectives. The submission of a *signed* proposal shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.
1. **Sample Agreement:** A Sample of Standard Agreement is attached (Exhibit B) for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the City at any time prior to the signing of the agreement.
  2. **Exceptions:** If the Proponent suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Proponent will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The City expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of the City.
  3. **Proposal Signature:** The proposal must be signed by an official authorized to bind the firm.
  4. **Questions:** Any questions, interpretations, or clarifications about any portion of this RFP must be requested in writing (by the deadline indicated in the RFP Proposal Timeline) by contacting:

John W. Donlevy, Jr., City Manager  
[John.Donlevy@cityofwinters.org](mailto:John.Donlevy@cityofwinters.org)

- E. Proposal Withdrawal:** Proponent agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proponent acknowledges that the original proposal and costs provided stand.

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However, Proponent has the option of withdrawing a proposal at any time until a final Contract is awarded. Any withdrawn proposals will not be considered for re-submittal.

**F. Proposal Content:**

1. Qualifications and Experience: Proponent shall –
  - a. Provide the number of years their firm has provided the services outlined in the RFP.
  - b. Provide the name of the principal and project manager in the firm who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion. The principal and or project manager may not be changed without the express written approval of the City Manager.
  - c. Provide a resume for all staff/employees assigned to the project (identified in this RFP) along with a clear indication of their responsibilities for this project.
  - d. Provide at least five (5) references that have purchased similar services from the Proponent. Proponent shall provide company name, contact name, and phone number for each reference.
  - e. Identify those services that will be outsourced to a sub-contractor. The Proponent will be responsible for verifying the experience, qualifications and validity of all licenses, permits, and copyrights for any outsourced work to sub-contractors. The Proponent is also responsible for paying its employees and any sub-contractors the Proponent hires.
  - f. Proponent shall identify, obtain, and provide any and all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.
  - g. If applicable, the proponent shall provide copy of Department of Industrial Relations (DIR) contractor and subcontractor registrations pursuant to SB854 and Labor Code sections 1720, 1725.5 and Public Contract Code section 4104.
  - h. Provide an outline of its business safety record. Proponent will be required to comply with all existing Federal, State, and CAL OSHA laws and requirements.
  - i. Provide a list any litigation, including personal and property, involving Proponent's firm in the last five (5) years.
2. Technical Approach and Timeline: Proponent shall provide a detailed written outline of their firms proposed approach and timeline to the project and the tasks the firm undertakes prior to and during the project to ensure its completion and success.
3. Price: Proponent shall provide its proposed fee schedule (pricing) for all services and product. If there are discrepancies between services, labor, product, materials, or fees the City reserves the right to clarify pricing with the affected Proponent.
4. The City shall not reimburse awarded Proponent for local travel related expenses; therefore any such costs must be included in the rates set forth in the proposed fee schedule. The City will, however, provide reimbursements for reasonable pre-approved travel out of area to include airfare and hotel reimbursement only. Proponents

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submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels) shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration (<https://www.gsa.gov/travel/plan-book/per-diem-rates>), plus applicable taxes. Proponent shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices, or paid credit card statements (if description has sufficient detail). Any requests for travel-related expense reimbursement must be pre-approved by the City and Finance Director.

5. Statement of Local Vendor Certification: Qualified vendors, contractors, or consultants (Vendors) that desire consideration as a City of Winters Local Vendor under this solicitation must complete the "Statement of Local Vendor Certification" (contained herein as Exhibit C) and submit it as part of their solicitation response.

**VII. SELECTION CRITERIA**

- A. The City will establish a proposal Selection Panel whose members must have no conflict of interest with any Proponent. Individual Selection Panel members will review and evaluate the proposals and qualifications of all responsive Proponents. The Selection Panel may be comprised of City staff and/or other people with related expertise.
- B. The Selection Panel will consider the following factors (and other reasonable, objective, and accountable factors) which are listed here without implication of priority:
  1. Responsiveness: The Proponent's ability to effectively meet the Scope of Services and all the requirements stipulated in the RFP.
  2. Qualifications and Experience: The Proponent's capability and qualifications to perform the Scope of Services and all the requirements stipulated in the RFP.
  3. Technical Approach and Timeline: The Proponent's method to effectively provide the Scope of Services and all the requirements stipulated in the RFP within a reasonable timeline.
  4. Price: The Proponent's ability to cost effectively meet the Scope of Services and all the requirements stipulated in the RFP.
- C. **Contract Award**: A final Contract will be awarded to the best qualified individual or firm with the most *cost effective* (competitively priced) proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal.
  1. The City reserves the right to accept or reject any or all responses and proposals received in response to this RFP, to waive minor irregularities, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so, and to take all proposals under advisement for a period of ninety (90) days. If a Contract cannot be negotiated the City reserves the right to negotiate with any other finalist.
  2. Subsequent to contract negotiations, prospective Proponents may be required to submit revisions to their proposal.

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3. This RFP does not commit the City to award a Contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for supplies or services.
  4. The City reserves the right to select a Proponent to perform all the work identified in the RFP, or only selected portions based on price and other factors.
  5. The City may, at its sole discretion, award the contract in whole, or in part, to one or more Proponents.
  6. No contractor, vendor or consultant may be awarded a contract for public work projects unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5.
  7. All companies submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the Selection Panel and may be subject to the approval of the City of Winters City Council.
  8. The principal and or project manager may not be changed without the express written approval of the City Manager.
- D. **Protest Procedures:** Any actual or prospective bidder, proposer, or contractor (collectively "bidder") who believes he or she has been aggrieved in connection with the solicitation or award of a contract pursuant may protest, in writing, to the Office of the City Clerk, **within three (3) business days after posting of the award recommendation** at the location where bids or proposals are submitted. The protest shall be deemed filed only when it is actually received by the Office of the City Clerk.

VIII. **CONDITIONS & LEGAL REQUIREMENTS**

- A. **Collusion:** Any evidence of agreement or collusion among Proponents, acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proponents void.
- B. **City of Winters Business License:** The selected Proponent(s) agree to maintain a City of Winters business license for the duration of the contract.
- C. **Law Compliance:** Selected Proponent is required to comply with all existing State and Federal labor and public works laws. Selected Proponent is also responsible for complying with all OSHA and any other applicable standards and requirements. If Proponent out-sources any work or job to a sub-contractor, it will be the Proponent's responsibility to ensure that all sub-contractors meet the requirements as stated in this RFP and Contract award.
- D. **Public Record:** All submitted responses, proposals and information included therein shall become public record upon contract award. Proposals are not to be marked as confidential or proprietary. Regardless of any identification otherwise, including marking some or all of the pages as "confidential" or "proprietary," information in proposals shall become part of the public record and subject to disclosure without further notice to the Proponent. The City shall not in any way be liable or responsible for the disclosure of any such records

**EXHIBIT B**

**SAMPLE OF STANDARD AGREEMENT (Attached)**