



Winters Regular Council Meeting

Tuesday, April 2, 2024 @ 6:30 PM
AGENDA

Members of the City Council

Bill Biasi, Mayor
Albert Vallecillo, Mayor Pro-Tempore
Richard Casavecchia
Jesse Loren
Carol Scianna

Meeting Information

The Winters City Council meeting will be held in person at Winters City Hall 318 First Street(Abbey Street entrance). Members of the public are welcome to participate via Zoom <https://us02web.zoom.us/j/89855949754?pwd=Y09JK1ZaRmt0ejJuazNsRmhvaDRXZz09>

Meeting ID: 898 5594 9754 Passcode: 202614

1. If you are joining the meeting via Zoom and wish to make a comment on an item, press the “raise a hand” button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3:00 minutes.

2. If you choose not to observe the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Monday prior to the City Council meeting. Please submit your comment to the City Clerk at cityclerk@cityofwinters.org. All public comments submitted to the City Clerk will be summarized and read into record but will not be read verbatim due to time limitations

1. ROLL CALL
2. PLEDGE OF ALLIEGENCE
3. APPROVAL OF THE AGENDA
4. COUNCIL/STAFF COMMENTS
5. 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 matters 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.

6. CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and noncontroversial, 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 March 19, 2024.
[20240319 Minutes.pdf](#)
- B. Warrant Register for the Month of February 2024
[02.24 AP Register.pdf](#)
[2.1.24 12.29.24 - Payroll Summary Report.pdf](#)
[2.24 Affidavit of Payments.pdf](#)
[4.2.24 Staff Report Warrant Register Reports for 02-2024.docx](#)
- C. Resolution 2024-22 Approving the Purchase of Sun Ridge Systems, Inc. RiMS Records Management System and Ancillary Costs to Implement for the Winters Police Department.

[Staff_Report_-_Sun_Ridge_RiMS_Receords_Management_System__1_\(1\).doc](#)
[Resolution_2024-22_Sun_Ridge_RiMS_Record_Management_System.docx](#)
[Winters PD - Sunridge RiMS Quote 03062024.pdf](#)
[Yolo Emergency Communications, CA - RiMS CAD Integration - SOS.pdf](#)
[Yolo Emergency Communications, CA - RiMS Message Switch SQL Provider - SOS - DRAFT.pdf](#)
- D. Second Reading and Adoption of Ordinance 2024-02 Adding Chapter 9.24 to Title 9 of the Winters Municipal Code Related to Encampments Within City Limits
[Encampment_Ordinance_2024-02.docx](#)
[Staff_Report_Encampment_Ordinance_2024-02_Second_Reading.doc](#)
- E. Resolution 2024-23 Approving a Professional Services Agreement with Davids Engineering, Inc. to Conduct Two Groundwater Feasibility Studies in the Not-To-Exceed Amount of \$579,268 and Authorizing the City Manager to Execute the Agreement
[Staff_Report_Contract_Award_Groundwater_Feasibility_Studies__1_.doc](#)
[Resolution_2024-23 \(1\).docx](#)
[Davids-Balasek City of Winters Proposal 20240208_Final.pdf](#)
[Water Feasibility Studies FINAL RFP 1-12-24.docx](#)

7. PRESENTATIONS

8. DISCUSSION ITEMS

9. CITY MANAGER REPORT

10. INFORMATION ONLY

11. ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Council Members 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 , and made available to the public during normal business hours.

Sterling Thomas, Deputy City Clerk
Winters City Council Agenda

Questions about this agenda - Please call the City Clerk's Office (530) 794-6702. Agendas and staff reports are available on the city web page at http://www.cityofwinters.org/city-council-meetings_/

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.

How to obtain City Council Agendas and Agenda Packets:

View on the internet: http://www.cityofwinters.org/city-council-meetings_/

City Council agenda packets and any attachments to the agenda that are not available online may be viewed at the City Clerk's Office at City Hall - 318 First Street.

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.

A recording of any streamed City Council meeting can be viewed later at <http://www.cityofwinters.org/city-council-meeting-recordings/>.



Minutes of the Regular Meeting of the Winters City Council on March 19, 2024

Mayor Biasi called the meeting to order at 6:30 PM

Present: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

Absent: None

Staff: City Manager Jeremy Craig, Deputy City Clerk Sterling Thomas

The pledge of allegiance was led by the City of Winters girl scouts.

APPROVAL OF AGENDA:

City Manager recommends 7A through 7C be moved to top of agenda.

Motion by Councilmember Loren, seconded by Mayor Pro Tem Vallecillo.

Motion carried with the following roll call vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS:

Council Members provided verbal updates.

PRESENTATIONS:

7A. *Recognition of Boy Scout Project: Winters Community Center Stage*

7B. *Proclamation Recognizing Winters High School Women's Soccer Team*

7C. *Proclamation Recognizing Women's History Month*

PUBLIC COMMENTS:

No public comments were given for outside agenda items.

CONSENT CALENDAR:

- 6A.** *Minutes of the Special Joint Session of the Winters City Council and the City of Winters Planning Commission Held on February 27, 2024.*
- 6B.** *Minutes of the Regular Meeting of the Winters City Council held on March 5, 2024.*
- 6C.** *Resolution 2024-11 Approving a Automatic Aid Agreement between the City of Winters and the Vacaville Fire Protection District.*

Motion to approve Consent Calendar by Councilmembers Scianna, seconded by Mayor Pro Tem Vallecillo.

Motion carried with the following roll call vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None

ABSTAIN: None

DISCUSSION ITEMS:

8A. Introduce and Waive First Reading of Ordinance 2024-02 Adding Chapter 9.24 of Title 9 of the Winters Municipal Code Related to Encampments Within City Limits

PUBLIC COMMENTS:

Sally Brown offered public comment in opposition to ordinance and in favor of more services, incentives for Winters unhoused population.

Public comment complained of water contamination in Putah Creek due to Winters unhoused population.

Public comment in support of Sally Brown's, cited report, lived experience re: homelessness.

Public comment about safety concerns after homeless encounter.

Public comment from Downtown Business Association (DBA hereafter) reiterated safety concerns as documented from female employees coming and going from work. Offered support of ordinance.

Public comment from local business owner reiterated safety concerns, risks to business.

Public comment observed that ordinance only as viable as it has collaboration with the County of Solano.

Public comment in support of ordinance.

Public comment from DBA requesting joint coordination and enforcement of this ordinance between the City of Winters and the County of Solano.

Kate Laddish commented about ordinance specifics.

Motion by Councilmembers Loren to Waive First Reading of Ordinance 2024-02 Adding Chapter 9.24 of Title 9 of the Winters Municipal Code Related to Encampments Within City Limits. Seconded by Mayor Pro Tem Vallecillo.

Motion carried with the following roll call vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None

ABSTAIN: None

8B. Provide staff direction on changes (if any) to the City's Municipal Code and zoning regulations related to the establishment of a local cannabis retailer licensing program.

Mayor Biasi requested comment City Manager Jeremy Craig.

City Manager Jeremy Craig provided recent history re: the legality of cannabis and the cannabis industry with respect to the City of Winters. Emphasized this is the beginning of a process that has a lot of work and public input remaining.

PUBLIC COMMENTS:

DBA read letter in support of reconsidering the Ordinance No. 17.205.030 which prohibits commercial cannabis activity within the city.

Public comment urging City Council to do whatever is best for the residents of the city.

Public comment in support of commercial cannabis in the city.

Comment from HDL referencing study that shows that the crime cannabis dispensaries experience is not "significantly different" than what gas stations, minimarkets, and banks experience.

HDL provided clarifying comment about differences between Options 2 and 3 re: cannabis licensing at City Council request.

Motion for Option 3 minus cultivation by Councilmember Loren, seconded by Councilmember Casavecchia.

Public comment offered before City Council vote on motion urging more consideration of public input on licensing.

Motion rejected with the following roll call vote:

AYES: None

NOES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

ABSTAIN: None

Motion by Councilmember Loren for Cannabis License Option 2 as stated in staff recommendation, seconded by Councilmember Casavecchia.

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro
Tem Albert Vallecillo

NOES: Mayor Bill Biasi

ABSTAIN: None

CITY MANAGER REPORT:

No report.

ADJOURNMENT:

09:19 PM

Bill Biasi, MAYOR

ATTEST:

Jeremy Craig, City Clerk

There but for the grace of God go I. I don't know what factors led to the homelessness of the unhoused population here in Winters, but most likely the high cost of housing and histories of trauma leading to substance abuse and/or mental illness have likely factored in.¹

Unhoused people camping on public property is undeniably an issue, but being homeless is not a crime. Winters does not provide any alternative shelter or very low income housing that would suitably house this population. Additionally, Winters seems to offer very little by way of services except offering a list of services outside of the city which would require that the unhoused people would have to leave their own community to obtain services. I am aware that Don Sanders, volunteer with SCWA, does offer garbage bags and pickup service as well as snacks and that several of you have advocated on behalf of certain homeless individuals to secure housing.

The Ordinance Related to Encampments within Winters City Limits essentially criminalizes homelessness without offering the unhoused population alternative shelter within the community. The justification for this ordinance seems to be mostly focused on the impact of camping without access to sanitation. I would like to offer a solution for improving the impact of camping by having the City provide a limited number of services to those few community members who find themselves unhoused in our shared community:

1. ***Specify Where Camping is Allowed*** – The ordinance specifies where camping is not allowed, but does not specify where it is allowed given that the city is not offering any temporary shelter or permanent low cost housing for the unhoused. Personally, I think that the current practice of dissuading camping on the north side of Putah Creek from car bridge to 505 is reasonable as the Winters public, including unsupervised youth, mostly recreate there. I also think that the current encampments high up on the southside bank are not infringing on anyone's access to the southside trail.

I regularly walk on both sides of the creek (when the metal footbridges are in) spending approximately 2 hours per day out there walking my dog. I have never had a bad interaction with any unhoused individual, in fact, my greetings with them usually are reciprocated with friendliness and politeness. I've never been asked for money and only on very rare occasions have I come upon human waste.

2. ***Provide Free Permits for at least 14 days*** – Anyone can camp on federal lands for free with a permit for 14 days. Winters should offer free camping for at least this amount of time and should also make it possible to renew the permit so long as the campers are following sanitation rules (which should be issued at time of permitting). This would also relieve the burden on city staff to be having to process permits.
3. ***Provide a Source of Potable Water*** – I do see that some of the unhoused people have carts behind their bicycles to carry large jugs of water (presumably filled in one the machines available in town), however some are probably left without potable water. I think the City should offer a tap at the community center for filling water bottles, which would benefit all users of the creek.
4. ***Provide Clear Guidelines on Cooking and Fires*** – In the dry summer months there is concern about fire. Like any designated camping area in California, the city should provide guidelines to what type of cooking equipment would be acceptable and safe to use as well as how/when fires are allowed.

¹Kushel, M., Moore, T., et al. (2023). Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness. UCSF Benioff Homelessness and Housing Initiative. Found at: <https://homelessness.ucsf.edu/our-impact/studies/california-statewide-study-people-experiencing-homelessness>

5. ***Provide Sanitation Services*** - The current homeless encampments seem to cluster around the areas where public toilets are available (near the Community Center and near the 505 businesses). If there is concern that unhoused are defecating without properly burying it, then the City should provide them with sanitation services. The ideal would be to have portable toilets close to the area that is designated for camping. But short of that, the city should provide human waste sanitation bags.
6. ***Offer Free Hygiene Kits at the Time of Permitting*** – Upon applying for a first or renewed permit, unhoused individuals should be offered a free hygiene kit including items such as garbage bags, toileting items such as wet wipes, toothbrush and paste, soap, sunscreen, and mosquito repellent. We have many churches and service groups in town who could be called upon to donate these items and assemble the kits. Now that I'm retired, I would even volunteer to coordinate such an effort.
7. ***Provide Free Garbage Pickup*** – I believe that Don Sanders already offers this service, which should continue on a regular schedule.
8. ***Provide a Bulletin Board*** – It would be great if there were a place where notices about services could be put in an easily accessible area, such as where the unhoused individuals charge their phones behind the Community Center. This bulletin board could have information about how to access camping permits, the schedule for garbage pickup, as well as notices of when the County Housing Navigator or vaccine clinics would be coming to Winters.
9. ***Provide Incentives for Complying with Health and Safety Rules*** – The City of Davis has a program that uses ARP funding to pay unhoused individuals to do garbage pickup in the encampments. While the City of Winters might not have the resources for this, there might be funds available to incentivize compliance to health and safety rules. For instance, campers might be able to earn a fire safe cookstove and/or small propane tanks.

My experience has been that if you treat people with respect, you typically get respect in return. Let's show some compassion to our unhoused neighbors and provide them with a fair set of rules and the resources that they need to safely camp here in their community in a way that minimizes the impact on the environment and access for public use of the creek. Most of what I have suggested can be offered with minimal cost, especially if we mobilize the wonderful community of kind people that exists in Winters.

Jeremy Craig

From: Debra DeAngelo <debradeangelo@gmail.com>
Sent: Monday, March 18, 2024 5:19 PM
To: Bill Biasi; Albert Vallecillo; Jesse Loren; Richard Casavecchia; Carol Scianna
Cc: Jeremy Craig; Sterling Thomas; john.miller@cityofwinters.org
Subject: Support approval of cannabis sales

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To the Winters City Council, City Manager, City Clerk:

I want to express my complete support of approving cannabis sales in Winters. There are far more medical cannabis users in this town than you might realize. I have used medical cannabis — CBD and CBN — which helped with arthritis pain and insomnia. They do not cause a “high” of any kind.

Medical cannabis becomes vital when you can’t use over the counter pain medication any longer, such as Advil and Aleve, because over time, they cause stomach issues and potential kidney damage. The only options left are prescription pain killers, which are far more damaging and addictive than cannabis.

I have been to cannabis dispensaries in Petaluma, Sacramento, Dixon, and Davis, and I can assure you that not ONCE have I seen people hanging around or loitering, or any type of behavior that might be construed as delinquent or illegal. Most people just want to get their supplies and leave, and each dispensary has a guard at the door to watch over everyone. I have never felt in danger in any way, coming to or leaving a dispensary, or inside one.

The notion that dispensaries contribute to local crime is a false one. It depends where the dispensary is located. If it’s in an area that already has a high crime rate, then a correlation could be drawn. But in an area where the crime rate is low, such as Winters, there isn’t a correlation. I strongly suggest a thorough examination of the facts on this issue, rather than listening to hearsay and hysteria. I further recommend that each of you visit a dispensary yourself so you can see how neat and clean they are, how professional the staff is, and the demeanor of the clients, and talk with police departments about the crime rates related to dispensaries.

Another reason to locate a dispensary in Winters is that cannabis customers are spending money elsewhere and those communities get our tax dollars, which brings us to another reason why drug use and dispensaries are not likely related: Cannabis from a dispensary is very expensive. Those who use cannabis and buy/sell it on the street can’t likely afford the cannabis in the dispensary.

As for the argument that people will come to buy cannabis in Winters:

- 1) Why would they do that when they have dispensaries in their own town?
- 2) If they do - so what? Winters has been singing the “let visitors come spend their money here” song for literally decades. Is cash from cannabis somehow less valuable?

As for recreational cannabis use, it is legal in California, so this is a moot point. If you don't have an issue with recreational alcohol, then it is disingenuous to object to recreational marijuana use.

Further, if you look at FACTS rather than hearsay and hysteria, you will discover that alcohol, tobacco, and junk food cause far more health problems and death than cannabis. The effects of drunk driving and alcoholism itself are inarguable. Fast food is ubiquitous in this town, and those who are concerned about the effects of cannabis on youth should instead consider the effects of diabetes, heart disease, and cancer from a poor diet. As for tobacco, it absolutely CAUSES death and disease, so to panic over cannabis and its effects while allowing tobacco sales is naive at best. Tobacco is as addictive as heroin, and causes 8 million premature deaths each year. If you want to outlaw a deadly substance, outlaw tobacco.

Those who say teens will hang out at cannabis dispensaries need to go to a dispensary and see with their own eyes if this is the case, and then observe how many teens are hanging out where fast food is sold. No contest.

- 11.6% of the American population has diabetes.
- 39.5% of the American population has cancer.
- 48.6% of the American population has heart disease.
- 70% of the American population has high blood pressure.

All of these things can be linked to fast food, due not only to saturated fat and calories, but high levels of sodium.

According to the DEA's own website, the number of people confirmed to have died from cannabis is ZERO. Let me repeat: ZERO.



Marijuana/Cannabis

WHAT IS MARIJUANA?

Marijuana is a mind-altering (psychoactive) drug, produced by the Cannabis sativa plant. Marijuana has over 480 constituents. THC (delta-9-tetrahydrocannabinol) is believed to be the main ingredient that produces the psychoactive effect.

WHAT IS ITS ORIGIN?

Marijuana is grown in the United States, Canada, Mexico, South America, Caribbean, and Asia. It can be cultivated in both outdoor and indoor settings.

What are common street names?

Common street names include:
- Aunt Mary, DC Bud, Blunt, Boom, Chronic, Dope, Ganga, Ganyu, Grass, Hash, Herb, Hybrid, Joints, Joint, K2, Mary Jane, Maza, Pot, Reefer, Samba, Shunk, Skunk, Weed, and Yello.

What does it look like?

Marijuana is a dry, shredded green/brown mix of flowers, stems, seeds, and leaves from the Cannabis sativa plant. The mixture typically is green, brown, or gray in color and may resemble tobacco.

How is it abused?

Marijuana is usually smoked as a cigarette (called a joint) or in a pipe or bong. It is also smoked in blunts, which are cigars that have been emptied of tobacco and refilled with marijuana, sometimes in combination with another drug. Marijuana is also mixed with foods or brewed as a tea.

What is its effect on the mind?

When marijuana is smoked, the active ingredient THC passes from the lungs and into the bloodstream, which carries the chemical to the organs throughout the body, including the brain. In the brain, THC connects to specific sites called cannabinoid receptors on nerve cells and influences the activity of those cells.

Many of these receptors are found in the parts of the brain that influence:
- Memory, mood, thought, concentration, sensory and fine perception, and coordinated movement.

The short-term effects of marijuana include:

- Problems with memory and learning, distorted perception, difficulty in thinking and problem-solving, and loss of coordination.

The effect of marijuana on perception and coordination are responsible for various impairments in learning, associative processes, and psychomotor behavior (driving abilities).

Long-term, regular use can lead to physical dependence and withdrawal following discontinuation, as well as psychological addiction or dependence.

Clinical studies show that the physiological, psychological, and behavioral effects of marijuana vary among individuals and present a list of common responses to cannabinoids, as described in the scientific literature:

- Disorientation, nausea, tachycardia, blood flushing, dry mouth, and altered vitality.
- Euphoria, happiness, and even exhilaration at high doses.

Marijuana-Cannabis-2020_0
PDF Document - 1.3 MB

So, if you want to argue that cannabis is a health risk, maybe you should consider that the Burger King in town will directly cause far more illness and death than a cannabis dispensary ever will. I urge the council to stop relying on prejudice and false information, and start relying on facts.

I would like to propose that a dispensary be located in the old Eagle Drug building. It was formerly a bank building, and has a secure vault for storing cannabis, as well as a large area where a waiting/reception area could be made. Also, given that it is downtown and landlocked, it's not an attractive area for criminals who want to get in and out of town easily. I further suggest that cannabis dispensary taxes be used to fund another police officer in town, which will directly DECREASE the crime rate.

Let's let go of old, tired beliefs and prejudices, and align our town with reality. Approve the dispensaries.

Debra DeAngelo
Winters resident since. 1982



3/19/24

To: Mayor and City Council Members of the City of Winters

From: Winters Downtown Business Association & Winters District Chamber of Commerce

Cannabis in the City of Winters

The Winters Downtown Business Association (WDBA) & The Winters District Chamber of Commerce (Chamber) is requesting the City of Winters reevaluate its ordinance (17.205.030)*** which prohibits commercial cannabis activity in the city. The WDBA & Chamber would like the City to investigate options for locating cannabis-based businesses within the City of Winters. We believe the topic of commercial cannabis activity should be evaluated publicly at a city-wide level with a wide range of public input, we believe cannabis-based businesses could benefit the City, and working with the City's economic development team we would like the opportunity to investigate these options. The WDBA & Chamber believes the benefits of cannabis-based businesses include, increase in revenue to the city, additional jobs within the city, increase in business diversification, and reduced emissions for local consumers currently traveling to purchase cannabis products. We would like the opportunity to be a part of the public discussion moving forward, to consider if commercial cannabis has a place in the economy of the City of Winters in the future.

Sincerely,
Carla Wroten, WDBA President

REPORT.: Mar 20 24 Wednesday
 RUN....: Mar 20 24 Time: 14:39
 Run By.: Shery Enos

City of Winters
 Month End Cash Disbursements Report
 Prior Period Report for 02-24 BANK ACCOUNT 10100

PAGE: 001
 ID #: PY-CD
 CTL.: WIN

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
02-24	059294	02/21/24	ABM01 (ABM BUILDING VALUE)		(1,350.00)	.00	(1,350.00)	Ck# 059294 Reversed
	060406	02/21/24	LOW00 (LOWE'S BRC)		(491.59)	.00	(491.59)	Ck# 060406 Reversed
	060584	02/01/24	BAI01 (BAILEY'S, INC.)		(156.57)	.00	(156.57)	Ck# 060584 Reversed
	060837	02/08/24	@W001 (@WORK FRANCHISE, INC.)		1,726.45	.00	1,726.45	Automatic Generated Check
	060838	02/08/24	AIR01 (AIRGAS-N.CALIF & NEVADA)		59.38	.00	59.38	Automatic Generated Check
	060839	02/08/24	AMA01 (AMAZON CAPITAL SERVICES)		2,169.83	.00	2,169.83	Automatic Generated Check
	060840	02/08/24	AND06 (ANDREA GONZALEZ)		51.00	.00	51.00	Automatic Generated Check
	060840	02/28/24	AND06 (ANDREA GONZALEZ)		(51.00)	.00	(51.00)	Ck# 060840 Reversed
	060841	02/08/24	AUS01 (AUS WEST LOCKBOX)		134.45	.00	134.45	Automatic Generated Check
	060842	02/08/24	BAR05 (VICTOR, BARAJAS)		17.00	.00	17.00	Automatic Generated Check
	060842	02/28/24	BAR05 (VICTOR, BARAJAS)		(17.00)	.00	(17.00)	Ck# 060842 Reversed
	060843	02/08/24	BSK00 (BSK ASSOCIATES)		357.25	.00	357.25	Automatic Generated Check
	060844	02/08/24	CIN03 (CINTAS CORPORATION #622)		400.83	.00	400.83	Automatic Generated Check
	060845	02/08/24	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060846	02/08/24	COM12 (COMDATA)		13,411.17	.00	13,411.17	Automatic Generated Check
	060847	02/08/24	CON07 (WASHINGTON NATIONAL INS)		214.50	.00	214.50	Automatic Generated Check
	060848	02/08/24	COU01 (COUNTY OF YOLO)		330.00	.00	330.00	Automatic Generated Check
	060849	02/08/24	FAR03 (FARMERS CLOSET)		500.00	.00	500.00	Automatic Generated Check
	060850	02/08/24	HER14 (JOSE HERMOSILLO)		17.00	.00	17.00	Automatic Generated Check
	060850	02/28/24	HER14 (JOSE HERMOSILLO)		(17.00)	.00	(17.00)	Ck# 060850 Reversed
	060851	02/08/24	INT03 (INTERSTATE OIL COMPANY)		2,681.96	.00	2,681.96	Automatic Generated Check
	060852	02/08/24	INT09 (INTERSTATE SALES)		1,499.08	.00	1,499.08	Automatic Generated Check
	060853	02/08/24	LLO01 (RAFAEL LLORENS)		27.00	.00	27.00	Automatic Generated Check
	060854	02/08/24	LNCUR (LN CURTIS & SONS)		277.22	.00	277.22	Automatic Generated Check
	060855	02/08/24	LOP18 (DEBI LOPEZ)		2,675.00	.00	2,675.00	Automatic Generated Check
	060856	02/08/24	MOS04 (MOST DEPENDABLE FOUNTAINS IN		6,178.15	.00	6,178.15	Automatic Generated Check
	060857	02/08/24	MUN05 (MUNICIPAL EMERGENCY SERVICES		288.06	.00	288.06	Automatic Generated Check
	060858	02/08/24	MUN07 (MUN CPAs)		27,920.84	.00	27,920.84	Automatic Generated Check
	060858	02/12/24	MUN07 (MUN CPAs)		(27,920.84)	.00	(27,920.84)	Ck# 060858 Reversed
	060859	02/08/24	NIT02 (NITISH SHARMA)		9,360.00	.00	9,360.00	Automatic Generated Check
	060860	02/08/24	PAC07 (PACIFIC ACE HARDWARE)		94.86	.00	94.86	Automatic Generated Check
	060861	02/08/24	PBC01 (PITNEY BOWES GLOBAL FINANCI		1,505.13	.00	1,505.13	Automatic Generated Check
	060862	02/08/24	PGE00 (PACIFIC GAS & ELECTRIC CO)		27,488.00	.00	27,488.00	Automatic Generated Check
	060863	02/08/24	PIS01 (PISANIS AUTO PARTS)		104.00	.00	104.00	Automatic Generated Check
	060864	02/08/24	PIT01 (PITNEY BOWES INC)		1,944.36	.00	1,944.36	Automatic Generated Check
	060865	02/08/24	QUI01 (QUILL CORPORATION)		1,554.43	.00	1,554.43	Automatic Generated Check
	060866	02/08/24	RAD02 (THE RADAR SHOP, INC)		906.00	.00	906.00	Automatic Generated Check
	060867	02/08/24	RIC01 (RICH WALKER)		1,370.05	.00	1,370.05	Automatic Generated Check
	060868	02/08/24	SHE03 (SHERY ENOS)		60.80	.00	60.80	Automatic Generated Check
	060869	02/08/24	SIE02 (ALHAMBRA SPRING WATER)		393.31	.00	393.31	Automatic Generated Check
	060870	02/08/24	STA22 (STATE WATER RESOURCES CONTRO		100.00	.00	100.00	Automatic Generated Check
	060871	02/08/24	SUN01 (SUNBELT RENTALS INC.)		1,187.78	.00	1,187.78	Automatic Generated Check
	060872	02/08/24	SWI01 (SWITZER ENTERPRISES)		20,181.06	.00	20,181.06	Automatic Generated Check
	060873	02/08/24	THO09 (THOMAS LETTERMAN)		17.00	.00	17.00	Automatic Generated Check
	060873	02/28/24	THO09 (THOMAS LETTERMAN)		(17.00)	.00	(17.00)	Ck# 060873 Reversed
	060874	02/08/24	VAN02 (VANDER HAMM TIRE CENTER)		615.87	.00	615.87	Automatic Generated Check
	060875	02/08/24	VER02 (VERIZON WIRELESS)		2,751.21	.00	2,751.21	Automatic Generated Check
	060876	02/08/24	VIS01 (VISION SERVICE PLAN (CA))		285.51	.00	285.51	Automatic Generated Check
	060877	02/08/24	VUL01 (VULCAN CONSTRUCTION MATERIAL		293.58	.00	293.58	Automatic Generated Check
	060878	02/08/24	WAV01 (WAVE BROADBAND)		4,507.05	.00	4,507.05	Automatic Generated Check
	060879	02/08/24	WIN04 (WINTERS PRINTING)		1,195.84	.00	1,195.84	Automatic Generated Check

REPORT.: Mar 20 24 Wednesday
 RUN....: Mar 20 24 Time: 14:39
 Run By.: Shery Enos

City of Winters
 Month End Cash Disbursements Report
 Prior Period Report for 02-24 BANK ACCOUNT 10100

PAGE: 002
 ID #: PY-CD
 CTL.: WIN

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
02-24	060880	02/08/24	WIN0A (CITY OF WINTERS-UTILITIES)		3,309.81	.00	3,309.81	Automatic Generated Check
	060881	02/08/24	YOLO0 (YOLO CO.SHERIFF'S DEPT.)		18,950.03	.00	18,950.03	Automatic Generated Check
	060882	02/15/24	ABA02 (ASSOCIATION OF BAY AREA GOVE		920.84	.00	920.84	Automatic Generated Check
	060883	02/15/24	ACP01 (ACP INTERNATIONAL,INC/SA-SO)		740.63	.00	740.63	Automatic Generated Check
	060884	02/15/24	AIR01 (AIRGAS-N.CALIF & NEVADA)		63.10	.00	63.10	Automatic Generated Check
	060885	02/15/24	ANA01 (ANA P. CARRILLO)		3,150.00	.00	3,150.00	Automatic Generated Check
	060886	02/15/24	BAD01 (BADGER METER INC.)		799.33	.00	799.33	Automatic Generated Check
	060887	02/15/24	BAY03 (BAY ALARM COMPANY)		360.00	.00	360.00	Automatic Generated Check
	060888	02/15/24	BOR01 (BORGES & MAHONEY CO.)		26.14	.00	26.14	Automatic Generated Check
	060889	02/15/24	BSK00 (BSK ASSOCIATES)		1,020.25	.00	1,020.25	Automatic Generated Check
	060890	02/15/24	CAL25 (CRWA)		1,364.00	.00	1,364.00	Automatic Generated Check
	060891	02/15/24	CIN03 (CINTAS CORPORATION #622)		435.06	.00	435.06	Automatic Generated Check
	060892	02/15/24	DIX03 (DIXON LANDSCAPE MATERIALS IN		526.14	.00	526.14	Automatic Generated Check
	060893	02/15/24	DOT01 (DEPART OF TRANSPORTATION)		2,454.55	.00	2,454.55	Automatic Generated Check
	060894	02/15/24	GEC01 (TOSHIBA FINANCIAL SERVICES)		3,004.37	.00	3,004.37	Automatic Generated Check
	060895	02/15/24	HOR00 (HORIZON)		302.32	.00	302.32	Automatic Generated Check
	060896	02/15/24	LUH00 (LUHDORFF & SCALMANINI)		5,426.00	.00	5,426.00	Automatic Generated Check
	060897	02/15/24	MUN07 (MUN CPAs)		27,000.00	.00	27,000.00	Automatic Generated Check
	060898	02/15/24	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060899	02/15/24	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	060900	02/15/24	PAC07 (PACIFIC ACE HARDWARE)		2,316.63	.00	2,316.63	Automatic Generated Check
	060901	02/15/24	PGE00 (PACIFIC GAS & ELECTRIC CO)		5,153.71	.00	5,153.71	Automatic Generated Check
	060902	02/15/24	PIS01 (PISANIS AUTO PARTS)		1,313.65	.00	1,313.65	Automatic Generated Check
	060903	02/15/24	PIS02 (PISANI'S SERVICE)		2,843.57	.00	2,843.57	Automatic Generated Check
	060904	02/15/24	PIT01 (PITNEY BOWES INC)		89.01	.00	89.01	Automatic Generated Check
	060905	02/15/24	PLA12 (PLAY BY DESIGN,LLC.)		213.36	.00	213.36	Automatic Generated Check
	060906	02/15/24	SAL10 (SALLY SWANSON ARCHITECTS, IN		32,077.08	.00	32,077.08	Automatic Generated Check
	060907	02/15/24	SON04 (SONSRAY MACHINERY LLC)		1,173.24	.00	1,173.24	Automatic Generated Check
	060908	02/15/24	SUI00 (SUISUN VALLEY GROWER)		1,469.49	.00	1,469.49	Automatic Generated Check
	060909	02/15/24	USA01 (USA BLUEBOOK)		59.87	.00	59.87	Automatic Generated Check
	060910	02/15/24	WIN04 (WINTERS PRINTING)		804.38	.00	804.38	Automatic Generated Check
	060911	02/15/24	WOO05 (WOOD RODGERS)		15,054.37	.00	15,054.37	Automatic Generated Check
	060912	02/15/24	YOL03 (YOLO-SOLANO AIR QUALITY)		637.00	.00	637.00	Automatic Generated Check
	060913	02/22/24	AA002 (AARON MENDOZA)		24.59	.00	24.59	Automatic Generated Check
	060914	02/22/24	ABA02 (ASSOCIATION OF BAY AREA GOVE		920.84	.00	920.84	Automatic Generated Check
	060915	02/22/24	AMA01 (AMAZON CAPITAL SERVICES)		229.28	.00	229.28	Automatic Generated Check
	060916	02/22/24	AME13 (AMERICAN EXPRESS)		6,175.82	.00	6,175.82	Automatic Generated Check
	060917	02/22/24	ANA01 (ANA P. CARRILLO)		3,150.00	.00	3,150.00	Automatic Generated Check
	060918	02/22/24	ATT02 (AT&T)		236.71	.00	236.71	Automatic Generated Check
	060919	02/22/24	AUS01 (AUS WEST LOCKBOX)		657.68	.00	657.68	Automatic Generated Check
	060920	02/22/24	COR01 (CORBIN WILLITS SYSTEMS)		1,111.56	.00	1,111.56	Automatic Generated Check
	060921	02/22/24	GAR29 (ADRIAN GARCIA)		229.19	.00	229.19	Automatic Generated Check
	060922	02/22/24	HOR00 (HORIZON)		100.45	.00	100.45	Automatic Generated Check
	060923	02/22/24	JOS09 (JOSE DURAN)		600.00	.00	600.00	Automatic Generated Check
	060924	02/22/24	MAR22 (JESUS MARQUEZ)		180.00	.00	180.00	Automatic Generated Check
	060925	02/22/24	MET03 (METRON FARNIER, LLC)		4,194.99	.00	4,194.99	Automatic Generated Check
	060926	02/22/24	MUT01 (MUTUAL OF OMAHA)		3,651.84	.00	3,651.84	Automatic Generated Check
	060927	02/22/24	PAY01 (PAYMENTUS CORP)		1,904.85	.00	1,904.85	Automatic Generated Check
	060928	02/22/24	PGE00 (PACIFIC GAS & ELECTRIC CO)		10,706.00	.00	10,706.00	Automatic Generated Check
	060929	02/22/24	PLT01 (PLATT)		317.24	.00	317.24	Automatic Generated Check
	060930	02/22/24	QUI01 (QUILL CORPORATION)		3,019.67	.00	3,019.67	Automatic Generated Check

REPORT.: Mar 20 24 Wednesday
 RUN....: Mar 20 24 Time: 14:39
 Run By.: Shery Enos

City of Winters
 Month End Cash Disbursements Report
 Prior Period Report for 02-24 BANK ACCOUNT 10100

PAGE: 003
 ID #: PY-CD
 CTL.: WIN

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
02-24	060931	02/22/24	ROS12 (ROSENAU MOTORS)		1,343.75	.00	1,343.75	Automatic Generated Check
	060932	02/22/24	SHR01 (STERICYCLE INC)		158.68	.00	158.68	Automatic Generated Check
	060933	02/22/24	THO09 (THOMAS LETTERMAN)		60.00	.00	60.00	Automatic Generated Check
	060934	02/22/24	TOS02 (TOSHIBA FINANCIAL SERVICES)		1,746.45	.00	1,746.45	Automatic Generated Check
	060935	02/22/24	VIS01 (VISION SERVICE PLAN (CA))		285.51	.00	285.51	Automatic Generated Check
	060936	02/22/24	WAV01 (WAVE BROADBAND)		29.70	.00	29.70	Automatic Generated Check
	060937	02/22/24	WIN0E (WINTERS CHAMBER)		540.00	.00	540.00	Automatic Generated Check
	060938	02/22/24	ZAC02 (ZACHARY DAVIS)		605.85	.00	605.85	Automatic Generated Check
	060939	02/29/24	@WO01 (@WORK FRANCHISE, INC.)		2,754.10	.00	2,754.10	Automatic Generated Check
	060940	02/29/24	AHT01 (AHTZIRE FIGUEROA)		600.00	.00	600.00	Automatic Generated Check
	060941	02/29/24	AIR00 (AIR RESOURCES BOARD)		865.00	.00	865.00	Automatic Generated Check
	060942	02/29/24	ALL07 (ALLISON AGUIAR)		450.00	.00	450.00	Automatic Generated Check
	060943	02/29/24	BOR01 (BORGES & MAHONEY CO.)		402.49	.00	402.49	Automatic Generated Check
	060944	02/29/24	DEP07 (DEPARTMENT OF JUSTICE)		206.00	.00	206.00	Automatic Generated Check
	060945	02/29/24	DIX03 (DIXON LANDSCAPE MATERIALS IN		550.29	.00	550.29	Automatic Generated Check
	060946	02/29/24	FER03 (FERNANDO S. HERRERA)		525.00	.00	525.00	Automatic Generated Check
	060947	02/29/24	GRO01 (FERGUSON WATERWORKS)		193.63	.00	193.63	Automatic Generated Check
	060948	02/29/24	INT03 (INTERSTATE OIL COMPANY)		2,387.47	.00	2,387.47	Automatic Generated Check
	060949	02/29/24	JOR02 (JORDAN TUCKER)		600.00	.00	600.00	Automatic Generated Check
	060950	02/29/24	KEN04 (BRANDON KENNEY)		51.00	.00	51.00	Automatic Generated Check
	060951	02/29/24	LUK01 (LUKE FELSEN)		600.00	.00	600.00	Automatic Generated Check
	060952	02/29/24	MIA01 (MIA, MARIANI)		492.00	.00	492.00	Automatic Generated Check
	060953	02/29/24	PGE00 (PACIFIC GAS & ELECTRIC CO)		815.59	.00	815.59	Automatic Generated Check
	060954	02/29/24	ROM05 (ROMAN STAWPERT)		600.00	.00	600.00	Automatic Generated Check
	060955	02/29/24	SOL04 (SOLANO AQUATIC SEA OTTERS)		620.00	.00	620.00	Automatic Generated Check
	060956	02/29/24	STE02 (STERLING MAY CO)		593.09	.00	593.09	Automatic Generated Check
	060957	02/29/24	SWI01 (SWITZER ENTERPRISES)		14,030.92	.00	14,030.92	Automatic Generated Check
	060958	02/29/24	YOL0Q (Yolo County Visitors)		50,839.46	.00	50,839.46	Automatic Generated Check
EFT2-1	02/07/24	CAL49	(CALIFORNIA BUILDING AND)		773.15	.00	773.15	QRT 07/23-09/23/23 & 10/2
EFT2-2	02/14/24	PER01	(PERS)		30,964.88	.00	30,964.88	PERS PPE 01/21/24
EFT2-3	02/14/24	PER01	(PERS)		11,344.20	.00	11,344.20	PERS 5% RETRO PAY
EFT2-4	02/14/24	PER01	(PERS)		1,099.23	.00	1,099.23	PERS LONGEVITY ADJUSTMENT
EFT2-5	02/21/24	PER01	(PERS)		40,239.05	.00	40,239.05	PERS HEALTH COVERAGE FOR
EFT2-6	02/28/24	PER01	(PERS)		30,129.42	.00	30,129.42	PERS PPE 02/04/24
EFT2-7	02/28/24	THE05	(THE BANK OF NEW YORK MELLON)		208,937.51	.00	208,937.51	WIRE FOR WINTERS CDA 2016
EFT2-8	02/29/24	THE05	(THE BANK OF NEW YORK MELLON)		49,081.89	.00	49,081.89	WATER RE REF BONDS 2018
EFT2-9	02/29/24	THE05	(THE BANK OF NEW YORK MELLON)		57,771.89	.00	57,771.89	SEWER REV REF BONDS 2018
EFT8-3	02/09/24	PER01	(PERS)		(29,331.93)	.00	(29,331.93)	Ck# EFT8-3 Reversed
Total for Bank Account 10100 ----->					761,254.92	.00	761,254.92	
Grand Total of all Bank Accounts ----->					761,254.92	.00	761,254.92	

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Reg	116	6,622.87	235,110.33	241,733.20		
	Totals	116	6,622.87	235,110.33	241,733.20	è	241,733.20
Third Party Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Agency	14	11,688.43	5,095.00	16,783.43		
	Totals	14	11,688.43	5,095.00	16,783.43	è	16,783.43
	Total Net Payroll Liability		18,311.30	240,205.33	258,516.63	è	258,516.63

Tax Liabilities

CA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
California SITW	698-1462-2		Fed Semi-Weekly	329,353.55	329,353.55	15,841.59			
CA SDI - Employee				126,010.01	126,010.01				
Totals						15,841.59		è	15,841.59
CASUI and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
CA Edu & Training		0.001000		369,967.38	39,790.61		39.79		
California SUI	698-1462-2	0.026000	Quarterly	369,967.38	39,790.61		1,034.56		
Totals							1,074.35	è	1,074.35
FITW and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
Federal Income Tax	94-6000457		Semi-Weekly	329,353.55	329,353.55	38,765.86			
Medicare				369,967.38	369,967.38	5,364.51			
Medicare - Additional				369,967.38	369,967.38				
Medicare - Employer				369,967.38	369,967.38		5,364.53		
OASDI				369,967.38	369,967.38	22,937.93			
OASDI - Employer				369,967.38	369,967.38		22,937.98		
Totals						67,068.30	28,302.51	è	95,370.81
FUTA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
Fed Unemployment	94-6000457		Quarterly	126,010.01	26,542.51				
Totals								è	0.00
Total Tax Liability						82,909.89	29,376.86	è	112,286.75
Total Payroll Liability							370,803.38	è	370,803.38

Check Register Totals for Month Ending February 29, 2024

Accounts Payable \$ 761,254.92

Payroll \$ 370,803.38

Grand Total \$ 1,132,058.30

Prepared by:



Shery Enos, Senior Accountant

Certified by:



Cathy Mathews, Director of Administrative Services



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 2, 2024
THROUGH: Jeremy Craig, City Manager
FROM: Shery Enos, Senior Accountant
SUBJECT: Payment of Claims for the month of February 2024

RECOMMENDATION:

Approve payments made in accordance with the adopted City of Winters budget.

BACKGROUND:

The Administrative Services Department is responsible for ensuring the financial obligations of the City are met in a timely and accurate manner. Accounts Payable processes payments to external vendors on a weekly basis and employee payroll is processed biweekly while any payment requiring remittance by wire transfer is paid on an as-needed basis.

Pursuant to California Government Code Section 37208, payments drawn in accordance with the City's approved budget need not be ratified by the legislative body prior to payment. The warrant registers (accounts payable and payroll) shall be presented to the legislative body for ratification and approval at the first meeting after payments have been processed. The Administrative Services Director has submitted the register(s) showing the payments processed within the timeframe above for approval by the City Council.

FISCAL IMPACT:

Total of payments processed for the reporting period: \$1,132,058.30

ATTACHMENTS:

1. Affidavit of Administrative Services Director
2. A/P Register
3. Payroll Registers



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: April 2, 2024

THROUGH: Jeremy Craig, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: Resolution 2024-22 Approving the Purchase of Sun Ridge Systems, Inc. RiMS Records Management System and Ancillary Costs to Implement for the Winters Police Department.

RECOMMENDATION:

Adopt Resolution 2024-22 approving the purchase of Sun Ridge RiMS Records Management System and ancillary costs to implement for the Winters Police Department in the amount of \$375,750, with \$38,680 per year in annual maintenance costs starting in the second year, and authorizing the City Manager, or designee, to enter into an agreement with Sun Ridge Systems, Inc. on the City's behalf and execute all related documents necessary for the said purchase in forms approved by the City Attorney.

BACKGROUND:

Prior to May 2023, Winters Police Department case reports were written by officers in Microsoft Word and then printed. In 2019, Yolo County law enforcement agencies embarked on a regional approach to Records Management Systems (RMS) using CentralSquare RMS. However, CentralSquare has not developed a fully working RMS solution after four years of effort. The Yolo County law enforcement agencies are interested in Sun Ridge Systems, Inc. RiMS Records Management System due to its success at the Davis Police Department and nearly every agency in Solano County. It is also one of the most prolific and successful RMS systems with law enforcement agencies in California. All other agencies indicated they are on separate timelines to explore and implement Sun Ridge RiMS due to cost and time invested in CentralSquare, which may

span several years. Due to a sharing approach with the West Sacramento Police Department, Winters Police Department has nominal financial investment in CentralSquare and is best situated to break and pursue RiMS

Staff has engaged with Sun Ridge Systems RiMS representatives for demonstrations and evaluations of the various available modules and features. Staff requested a quote to include the modules that would best serve the Winters Police Department and community. Sun Ridge Systems RiMS participates in the government cooperative purchasing program and provided a quote of \$319,373. Sun Ridge Systems RiMS representatives also recommended allocating an additional 10% for any unexpected contingencies, totaling \$351,310. After year one, annual support and updates will cost approximately \$25,980.

YECA's CentralSquare CAD would require a Telecommunication Traffic Monitoring System (TTMS) query connection and External Incident Data Transfer for their CAD to communicate to Sun Ridge Systems RiMS RMS. CentralSquare provided a quote for both, totaling \$30,360. After year one, annual fees to maintain this connectivity will be approximately \$12,700.

DISCUSSION:

Records Management Systems are vital to law enforcement agencies to retain, retrieve, and view records as well as extrapolate mandatory crime data pertaining to law enforcement operations.

Prior to May 2023, Winters Police Department case reports were written by officers in Microsoft Word and then printed. The paper reports would then have to be manually reviewed by support staff to extrapolate data needed for crime analysis and mandatory local, state, and federal reporting. Further, minimal data, such as names, location, and case numbers, were manually entered by Winters Police Department support staff into a database supported by the West Sacramento Police Department, allowing for a minimal searchable record based on just these few data points. The paper reports were then stored in filing cabinets at the Winters Police Department and would have to be physically retrieved, reviewed, and copied as necessary, and ultimately physically destroyed in compliance with records retention schedules. As the City of Winters grows and the Winters Police Department handles more calls for service, resulting in more written reports, these manual tasks have become increasingly burdensome and time-consuming for staff.

Additionally, RMS systems have become even more critical with the implementation of the National Incident Based Reporting Systems (NIBRS) in 2021, which replaced the FBI's Uniform Crime Report (UCR), and the implementation of the California Incident Based Reporting Systems (CIBRS), as both NIBRS and CIBRS require the collection and reporting of literally hundreds of data points drawn from the report.

In 2019, Yolo County law enforcement agencies embarked on a regional approach to

RMS. Due to the Yolo Emergency Communications Agency (YECA) already using a computer aided dispatch (CAD) system developed by Tritech, and subsequently acquired by CentralSquare, the agencies engaged with CentralSquare for RMS. Winters Police Department originally attempted to partner with the Yolo Sheriff's Department in this RMS project, but ultimately partnered with West Sacramento Police Department. However, after four years of effort, CentralSquare has not developed a fully working RMS solution, most notably crime analysis and NIBRS/CIBRS reporting, and all the law enforcement agencies are seeking alternatives.

The Yolo County law enforcement agencies are interested in Sun Ridge Systems RiMS due to its success at the Davis Police Department and nearly every agency in Solano County. It is also one of the most prolific and successful RMS systems with law enforcement agencies in California. In December 2023, the law enforcement agencies received a presentation from YECA staff confirming their CentralSquare CAD can integrate and communicate with Sun Ridge Systems RiMS. All other agencies indicated they are on separate timelines to explore and implement Sunridge RiMS due to cost and time invested in CentralSquare, which may potentially span several years.

Due to the sharing approach with the West Sacramento Police Department, Winters Police Department has a nominal financial investment in CentralSquare and is best situated to break and pursue RiMS. RiMS will also allow us to fully integrate Crossroads, our collision reporting and e-citations system, into RMS, which CentralSquare was supposed to support but has not met this expectation.

Staff have been engaged several times with Sun Ridge Systems RiMS representatives for demonstrations and evaluations of the various available modules and features. Staff requested a quote to include the modules that best serve the Winters Police Department and community. Sun Ridge Systems RiMS participates in the government cooperative purchasing program and provided a quote of \$319,373. Sun Ridge Systems RiMS representatives also recommended allocating an additional 10% for any unexpected contingencies. After year one, annual support and updates will cost approximately \$25,980

YECA's CentralSquare CAD would require a Telecommunication Traffic Monitoring System (TTMS) query connection and External Incident Data Transfer for their CAD to communicate to Sun Ridge Systems RiMS RMS. CentralSquare provided a quote for both, totaling \$30,360. After year one, annual fees to maintain this connectivity will be approximately \$12,700.

If approved, initial funding for this project will come from the Development Impact Fees fund ("AB 1600") designated for the Police Department. As stated above, the need for an RMS is due to the increased size of Winters due to development resulting in increased calls for service and an increased number of reports written. Subsequent years' annual fees will be incorporated into the annual budget for the Winters Police Department.

	Implementation and Year 1	Annual Fee Year 2+
Sun Ridge RiMS RMS	\$319,373	\$25,980
Sun Ridge RiMS RMS recommended 10% contingency	\$31,937	
CentralSqaure CAD TTMS Query from RiMS	\$18,485	\$6,200
Central Square CAD Data Export to RiMS	\$12,155	\$6,500
Total	\$375,750	\$38,680

Catherine R. Hansford from Hansford Economic Consulting, LLC has been engaged to update the AB 1600 Development Impact Fees for the City of Winters. Ms. Hansford advised that the standing AB 1600 “list” developed and presented to Council in 2017 does not need to be specifically updated to include this project as it was not anticipated when the list was created, and an exception can be made when a significantly greater need has arisen, such as is the case with this RMS system.

The Finance Department confirmed there are adequate funds available for this project from the Police Department’s portion of the Development Impact Fees fund.

FISCAL IMPACT:

The purchase will require one-time costs of \$375,750, which will be funded by the Development Impact Fees for Police Services. After the first year, there will be an ongoing cost of \$38,680 which is slightly higher than the \$25,000 currently budgeted for the current inoperable system.

ATTACHMENT(S):

1. Resolution 2024-22
2. Sun Ridge RiMS Quote
3. CentralSquare Central Square CAD Data Export to RiMS Quote
4. CentralSquare CAD TTMS Query from RiMS Quote

RESOLUTION NO. 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE PURCHASE OF SUN RIDGE SYSTEMS, INC. RIMS RECORDS MANAGEMENT SYSTEM AND ANCILLARY COSTS TO IMPLEMENT FOR THE WINTERS POLICE DEPARTMENT

WHEREAS, Records Management Systems (RMS) are vital to law enforcement agencies to retain, retrieve, and view records as well as extrapolate mandatory crime data pertaining to law enforcement operations; and

WHEREAS, prior to May 2023, Winters Police Department case reports were written by officers in Microsoft Word and then printed. The paper reports would then have to be manually reviewed by support staff to extrapolate data needed for crime analysis and mandatory local, state, and federal reporting; and

WHEREAS, as the City of Winters grows and the Winters Police Department handles more calls for service resulting in more written reports, these manual tasks have become increasingly burdensome and time-consuming for staff; and

WHEREAS, in 2019, Yolo County law enforcement agencies embarked on a regional approach to RMS using CentralSquare. Winters Police Department partnered with West Sacramento Police Department. However, after four years of effort, CentralSquare has not developed a fully working RMS solution and all the law enforcement agencies are seeking alternatives; and

WHEREAS, the Yolo County law enforcement agencies are interested in Sun Ridge Systems, Inc. RiMS due to its success at the Davis Police Department and nearly every agency in Solano County. It is also one of the most prolific and successful RMS systems with law enforcement agencies in California; and

WHEREAS, Sun Ridge Systems RiMS participates in the government cooperative purchasing program and provided a quote of \$319,373. Sun Ridge Systems RiMS representatives also recommended allocating an additional 10% for any unexpected contingencies. After year one, annual support and updates will cost approximately \$25,980; and

WHEREAS, YECA's CentralSquare CAD would require a Telecommunication Traffic Monitoring System (TTMS) query connection and External Incident Data Transfer for their CAD to communicate to Sun Ridge Systems RiMS RMS. CentralSquare provided a quote for both, totaling \$30,360. After year one, annual fees to maintain this connectivity will be approximately \$12,700; and

WHEREAS, initial funding for this project will come from the Development Impact Fees fund ("AB 1600") designated for the Police Department as the need for an RMS is due to the increased size of Winters due to development resulting in increased calls for service and an increased number of reports written; and

WHEREAS, subsequent years' annual fees will be incorporated into the annual budget for the Winters Police Department.

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

SECTION 1. The City Council hereby finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. The City Council hereby approves the purchase of Sun Ridge, Inc. RiMS Records Management System and ancillary costs to implement for the Winters Police Department in the amount of \$375,750, with \$38,680 per year in annual maintenance costs starting in the second year, and authorizes the City Manager, or designee, to enter into an agreement with Sun Ridge Systems, Inc. on the City's behalf and execute all related documents necessary for the said purchase in forms approved by the City Attorney.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on April 2, 2024, by the following vote:

AYES:

NOES:

ABSENT:

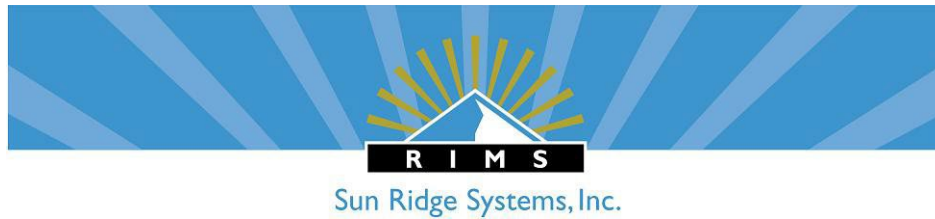
ABSTAIN:

CITY OF WINTERS:

Bill Biasi, Mayor

ATTEST:

Jeremy Craig, City Clerk



To: Chief John Miller, Winters Police Department
From: Tamera Melrose
Subject: Ballpark Quotation for RIMS Software Includes Data Conversion
Date: March 6, 2024

Thank you for your interest in RIMS. The following is a ballpark quotation for RIMS software based upon your recent conversation with Betsy McNutt. A "Ballpark Quotation" is meant to provide an approximate price based upon the current information available. Prices would be higher if we responded to a request for proposal.

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$53,000
RIMS Mobile Computer Software	\$16,000
RIMS In Station Mapping Software (See Mapping note)	\$11,000
RIMS Property Room Bar Coding Software	\$9,000
RIMS Citizen RIMS Public Access Software	\$4,200
RIMS State Link Software (CLETS)	\$7,000
RIMS Collaborate Data Sharing Software	\$5,000
RIMS AFIS Link to Dataworks Software	\$4,000
RIMS AutoCite to Crossroads Link Software	\$2,000
RIMS to Crossroads Accident Import Link Software	\$2,000
RIMS TriTech CAD to RIMS CAD Link Software	\$60,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment (See Bar Coding Equipment note)	\$1,700
Data Conversion Services (See Data Conversion note)	\$40,000
Installation, Mgmt and Training (Includes 12 days on site - see Installation & Training note)	\$75,869
Annual Support and Updates - First Year	\$25,980
California Sales Tax	\$124
iRIMS Law iOS/Android App Software [Not Included]	\$7,000
RIMS Mobile Mapping Software [Not Included]	\$5,000
InCustody Lite Software [Not Included]	\$18,000
RIMS E911 Link Software [Not Included]	\$6,000
RIMS Text Paging Link Software [Not Included]	\$2,500
RIMS Officer Training Management Software [Not Included]	\$3,000
RIMS DA Link Software [Not Included]	\$3,000
RIMS Body Camera Software [Not Included]	\$2,000
RIMS CopLogic Import Software [Not Included]	\$2,000
RIMS SWITRS Export Software [Not Included]	\$3,000
RIMS Alarm Panel Link Software [Not Included]	\$2,000
TOTAL	\$319,373

Note that besides the products for which you requested quotes, we have also listed our other available software products with a "[Not Included]" notation. The price shown for some modules not selected are not all inclusive and do not include costs for items such as map data engineering, installation, and annual support. These products are not included in our quote.

Interface to Tri Tech Inform by Central Square CAD: We are including RIMS CAD in this quotation to facilitate the transfer of data from Central Square CAD to the RIMS CAD, not only for Cases, but also for the purpose of Stop Data reporting. Our quotation assumes that Central Square CAD provides the requisite data and that it sends Winters PD data only.

If, however, you do not require Stop Data reporting and wish to receive data only for Cases, then the RIMS CAD can be removed, and the TriTech to RIMS CAD software replaced with the TriTech CAD to RIMS RMS transfer instead. Under this assumption, Central Square CAD will transfer Winters PD specific Case data to RIMS RMS.

Sun Ridge does not include any hardware or third-party software that may be required to support this interface. The Winters Police Department is encouraged to contact the other CAD vendor/County to determine if there are any additional costs as part of any CAD export.

RMS Data Conversion: The services listed in the price chart include only converting data from your existing Inform by TriTech system. You are responsible for extracting that data and providing it to us for conversion. Conversion of any other data or database is not included. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

- **People:** Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts
- **Arrest:** Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out and arresting officer ID
- **Vehicles:** License, state, year, color, type, log entries for connections to case and for field contacts
- **Cases:** Location, date report and data occurred, classification/type, offenses, case disposition and date of disposition, persons, vehicles, narratives, and supplements
- **Property in cases:** category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged, color, drug type, quantity/measure, disposition, officer, and chain of custody of history
- **Property Room:** Location table
- **Premises:** Common place name, address, contact person, contact phone number, alarm
- **Streets:** (if electronic street file is available), street name, intersections with block ranges
- **Officers:** Name, ID
- **Users:** Name, ID

Data Conversion - Not Included in this Project:

- CAD, JMS, Third-party Property and Evidence systems, and attachments/associated documents data will not be converted.

Mapping: Our mapping products require either an ESRI ArcView and/or a Google map source. Should you use ESRI, our price does not include the cost of the required ArcView licenses. You will need one copy of ArcView GIS ArcMap Desktop v10.8 (or later) that can be used for the first position, and additional copies of ArcGIS Engine 10.8 (or later) for each additional position using RIMS Mapping.

If you are using Google maps exclusively the “Map Data Engineering” cost can be removed from the quote.

Bar Coding Equipment: The bar-coding equipment, manufactured by Worth Data, includes a base station and wireless scanning terminal. These devices include a 2-year manufacturer's warranty and are not maintained by Sun Ridge. You must also purchase an inexpensive printer and labels for bar coding labels: DYMO LabelWriter 550 Turbo Label Printer and Dymo Labels # 30256. They are available at your local computer/office supply store or on the Internet.

State Link: Our price includes RIMS software only. It does not include the cost of any physical connections from your agency to either the local message switch or a direct line to DOJ, nor does it include any third-party products that may be required to connect to these paths.

You will need to complete an “upgrade application” with California DOJ which advises them that you are changing vendors and/or your method of connection to CLETS. This is sometimes a lengthy process with the State, so you are encouraged to submit the application as soon as a decision has been made to purchase the RIMS State Link Software.

Citizen RIMS: This software does not require any new dedicated hardware or software. It can run on your existing SQL or application server. It does require a server with internet access that also can have RIMS installed. The only software on your network will be a small Windows service which sends data to the public web server.

There is some minor configuration that must occur in RIMS. You will be asked to create "categories" for Incidents and Offenses. The Windows service previously mentioned uses the categories to determine what to send to the public web server.

RIMS Collaborate, integrates directly to RIMS CAD, RMS, and Mobile applications, seamlessly and connects RIMS agencies together. Agencies can share unlimited records of CAD and RMS information and view the same detailed information from other RIMS agencies. Each agency decides what information to share, down to an individual record type.

Accurint, Crossroads, and Dataworks Interfaces: This quotation is for RIMS software only and does not include any hardware or third-party software that may be required to support third-party interfaces. You are encouraged to contact your third-party vendors to determine any costs that may be associated with providing their portion of the desired interfaces.

Installation and Training: The number of training and support days includes the following. All training is end-user training unless specified otherwise. The number and types of classes must be confirmed by you.

<u>Task</u>	<u>Days</u>
RIMS Configuration & Setup	2 (remote/on-site)
RIMS Conversion Review	2 (remote)
CAD Navigation Training	1
Officer Training	4 (2 sessions, 2 days/session)
Records Training	1
Property Room Training	1
IT Go Live Preparation	1
Go Live Conversion Review	1
Admin Review	1
Go Live	2 (2 staff on-site, 1 day each)
Post Go Live Review	1 (remote)

System Requirements

Database Software: Microsoft SQL Server software is required to run the RIMS database. This software is not included in this quotation and must be purchased by the agency prior to installation of any RIMS software.

System Specifications: RIMS software supports a traditional hardware platform or a virtual platform. Hypervisor software products supported include VMWare, Hyper-V, and others.

Minimum Specifications (If using existing PCs) Monitor Resolution: 1920 x 1080

PC Workstations	Database Server
Windows 10+ i7 processor	Microsoft Windows Server 2016+
8 GB RAM	16 GB RAM
Any size disk	1 TB Disk
	Microsoft SQL Server 2016+

Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080

PC Workstations	Database Server
Windows 10+ i7 processor	Microsoft Windows Server 2016+
16 GB RAM	32 GB RAM
Any size disk	2 TB Disk
	Microsoft SQL Server 2016+

Mobile Computer Specifications

An application server is required and is a separate server from your main RIMS SQL database server. This system is also able to operate as a virtual server. The application server runs the following software: Mobile Computer Controller, RICO Web Services, RIMS State Switch, and E-911 interface. The specifications for a physical or virtual system are:

Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080

Mobile Computers	Application Server
Windows 10+ i7 processor	Microsoft Windows Server 2016+
8 GB RAM	16+ GB RAM
Any size disk	Minimum 100 GB Disk Space

Additional Features for Mobile Computers: Wireless-Based Modem, Virus Protection Software, 2 or more USB ports, Internet Access (if using Google Maps). AVL functionality will require a GPS enabled device.

Optional features for Mobile Computers include: Touchscreen, Driver License Reader (USB), and Fingerprint reader by Digital Persona.

Sun Ridge Systems uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software is provided by Sun Ridge Systems; there is no cost to you.

If you have any questions, please call Betsy McNutt or me at 800-474-2565 x5. Thank you for your interest in Sun Ridge Systems - RIMS software.

Quote #: Q-148893**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** March 03, 2024**Quote prepared for:**

Billy Keen

Yolo Emergency Communications Agency

625 Court Street

Woodland, CA 95695

530-867-3025

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Std Enterprise CAD to External Incident Data Transfer (OP) Annual Subscription Fee	1	6,500.00	6,500.00
			Software Total	6,500.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	975.00
2.	Public Safety Technical Services - Fixed Fee	4,680.00
Services Total		5,655.00 USD

QUOTE SUMMARY

Software Subtotal	6,500.00 USD
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Services Subtotal	5,655.00 USD
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Quote Subtotal	12,155.00 USD
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Quote Total	12,155.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,500.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Yolo Emergency Communications Agency

Signature:

Name:

Date:

Title:

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Summary of Services

Project: Yolo Emergency Communications, CA – CAD Enterprise to RIMS Interface

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.



Services Scope of Project

The project includes the following scope of services.

CentralSquare will install and configure the CAD Enterprise Standard Interface: Standard CAD to External Incident Data Transfer in the Production CAD Enterprise system.

NOTE: In order to test the Interface in isolation from Production a Test System with Interface Server(s) may be required, depending on the nature of the interface.

Interface Deployment Process

The following are the significant tasks included in this implementation:

<i>Major Task</i>	<i>Description</i>
Schedule	Central Square and the Client will schedule the Interface Implementation Tasks. Any required Code Tables, configurations and Templates must be built as a Pre-requisite for Interface testing to begin
Configuration Documentation	Central Square will provide a configuration document to the Client.
Review	An in-depth review between CentralSquare and the client SME will be held. This meeting can be recorded.
Third Party Requirements	Client will arrange Third Party meetings with Central Square and ensure provision of appropriate documentation.
Setup	Central Square will configure any servers and systems needed for the Interface Deployment are configured.
Installation & Configuration	Central Square will install the Interface, configure the interface and dry-run test the interface
Functional Testing	Central Square will test the Interface with the client and third parties.
Sign Off	Client Signs off on the Interface
Go Live	The Interface is brought live



Roles and Responsibilities

CentralSquare:

- Central Square will install and configure the Interface.
- CentralSquare will work with the Client on testing interfaces.
- While not the explicit responsibility of CentralSquare to work directly with third parties on behalf of the Client, CentralSquare may aid the Client to facilitate the communication with third parties where a partnership exists: this includes working with other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- CentralSquare will Install interfaces listed in the Purchase Order.
- CentralSquare will provide documentation or training for Client SMEs on functionality and maintenance of each interface as installed and configured.

Client:

- Client will share with CentralSquare the planning and tasks of creating the interfaces with all third parties.
- Client to provide underlying hardware and/or virtual infrastructure, Operating system and SQL licensing for any additional servers required for the deployment of the Interface(s).
- Client will act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Client will provide detailed schema, protocol, query specifications, access to API as needed and available per interface.
- Client will ensure design decisions for custom interfaces are made conclusively and in a timely fashion.
- Client will provide a point of contact for each interface with knowledge and experience of the workflow and data.
- Client is responsible for validating all data transferred into or from CentralSquare Solutions to another application.
- Client will provide Subject Matter Experts (SMEs) familiar with existing data structures in the systems to assist with the interface process.
- Client will provide expertise in third-party data, data mapping, and data validation.
- Client will Participate in testing.
- Client will Sign off on the completed Interface.
- CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Quote #: Q-148893**Primary Quoted Solution:** PSJ Enterprise**Quote Title:** RIMS Message Switch SQL Provider**Quote expires on:** June 11, 2024**Quote prepared for:**

Billy Keen

Yolo Emergency Communications Agency

625 Court Street

Woodland, CA 95695

530-867-3025

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee	1	3,200.00	3,200.00
2.	CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	1,500.00	1,500.00
3.	CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	1,500.00	1,500.00
			Software Total	6,200.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	2,145.00
2.	Public Safety Technical Services - Fixed Fee	10,140.00
		Services Total
		12,285.00 USD

QUOTE SUMMARY

Software Subtotal 6,200.00 USD

Services Subtotal 12,285.00 USD

Quote Subtotal 18,485.00 USD

Quote Total 18,485.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,200.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Yolo Emergency Communications, CA: Enterprise: Message Switch Provider and Transactions

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Customer desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

Statement on Ongoing Maintenance

CentralSquare's ongoing subscription\maintenance cost is for the support of the Provider and Transactions within the Message Switch. Network connectivity to the source, permissions on the source, performance of the source and the network and SQL or API troubleshooting on the source are the responsibility of the Customer. Changes to the source SQL schema, API or method of transmission are not supported and would require an additional engagement to customize the Provider and\or Transactions.



Services Scope of Project

The project includes the following scope of services.

CentralSquare will install and configure One (1) Message Switch Providers in the Production Enterprise Message Switch system with Two (2) Message Switch Transactions detailed below:

Provider 1:

Provider	RIMS RMS SQL Database
Type	SQL
RDBMS (SQL Providers only)	SQL Server
Description	Sunridge RMS system
Transactions	Description
Person	Parameters TBD
Vehicle	Parameters TBD

Transactions are query/response and are assumed to have one level of depth to the return (return results do not have result nesting and/or clickable links to run further queries on a source to expand the return).



Message Switch Provider Deployment Process

<i>Major Task</i>	<i>Description</i>
<i>Schedule</i>	CentralSquare and the Customer will schedule the Provider Implementation Tasks. Any required Code Tables, configurations and Templates must be built as a Pre-requisite for testing to begin
<i>Prerequisite Setup</i>	A functional Message Switch (Direct Message Switch Integration with CentralSquare Suite) is a prerequisite for any additional Providers and Transactions. This scope assumes the Message Switch is licensed and functional.
<i>Source Configuration</i>	Customer to provision source including but not limited to: • Licensing of source (SQL licensing for databases, third party license fees for APIs\vendors). • Network connectivity between Message Switch and source. • Security access to source (SQL credentials, ODBC connection string, API credentials etc.). • Source Query Provision\Development (SQL stored procedures with parameters on a SQL database, API query definition provision for API transactions etc.).
<i>Review</i>	An in-depth review between CentralSquare and the Customer SME will be held. This meeting can be recorded. A configuration document detailing the CentralSquare configuration will be the output of this review.
<i>Configuration Document</i>	Customer to review and sign configuration document.
<i>Third Party Requirements</i>	Customer will arrange Third Party meetings, if necessary, with CentralSquare and ensure provision of appropriate documentation.
<i>Configuration</i>	CentralSquare will configure the Message Switch Provider and Transactions per the configuration document and dry run test the Provider.
<i>Functional Testing</i>	CentralSquare will test the Provider with the Customer and third parties.
<i>Training and Enablement</i>	CentralSquare to train or enable Customer in the use of the Provider and Transactions within the Message Switch.
<i>Sign Off</i>	Customer Signs off on the Provider
<i>Go Live</i>	The Provider is brought live



Roles and Responsibilities

CentralSquare:

- CentralSquare to configure the Provider and Transaction within the Message Switch.
- CentralSquare will work with the Customer on testing.
- While not the explicit responsibility of CentralSquare to work directly with third parties on behalf of the Customer, CentralSquare may aid the Customer to facilitate the communication with third parties where a partnership exists: this includes working with other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- CentralSquare will provide documentation or training for Customer SMEs on functionality and maintenance of each Provider as configured.

Customer:

- Customer will share with CentralSquare the planning and tasks of creating the Provider with all third parties.
- Customer will act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be Provided/integrated.
- Customer will provide detailed schema, protocol, query specifications, access to API as needed and available per Provider.
- Customer will be responsible for maintaining any databases used as sources for Providers. Customer's vendor will be responsible for maintaining third party sources.
- Customer will be responsible for maintaining network connectivity between the Message Switch Server(s) and any Provider end point.
- Customer will be responsible for providing ODBC access to the source database for SQL Providers and login access for API providers.
- Customer will be responsible for creating, maintaining, and testing stored procedures on the source database for use by the Message Switch Provider.
- Customer is responsible for all third-party licensing including Operating system and SQL licensing for source systems.
- Customer will provide a point of contact for each Provider source with knowledge and experience of the workflow and/or data.
- Customer is responsible for validating all data transferred via the Provider.
- Customer will provide Subject Matter Experts (SMEs) familiar with existing data structures in the legacy system to assist with the Provider process and provide expertise in third-party data, data mapping, and data validation.
- Customer will Participate in testing.
- Customer will Sign off on the completed Provider.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS ADDING CHAPTER 9.24 TO TITLE 9 OF THE CITY OF WINTERS MUNICIPAL CODE RELATED TO ENCAMPMENTS WITHIN THE CITY LIMITS

WHEREAS, the City Council of the City of Winters (“City”) finds that the City has a legitimate and compelling interest in protecting the public health, welfare and safety of its residents, as well as preserving the same within the City and other public property; and

WHEREAS, public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for public rights-of-way within the City; as such, the City must consider the safety of pedestrians and motorists travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences. The City has had increasing concerns regarding safety due to camping on or in City rights-of way and City property in or near streets, roads, sidewalks, and public access points; and

WHEREAS, encampments such as tents and other habitable structures persist and have become a problem on City property. Such encampments are unsafe and unhealthy for the people living in them, and they make public spaces and the surrounding neighborhoods and businesses intimidating, less safe, and less healthy for families, residents, and visitors to City facilities; and

WHEREAS, maintaining accessible and safe access to City facilities for everyone is an important public safety objective. Tents and other habitable structures erected for temporary shelter often exhibit the following public safety hazards, all of which present public health risks and can become vectors for disease, illness, and rodents: (1) solid waste from discarded food and other garbage; (2) the presence of syringes; (3) accumulation of waste (hazardous and bio-hazardous waste); (4) unsanitary food storage; and (5) lack of potable running water for personal hygiene; and

WHEREAS, in addition to the foregoing concerns, tents and other habitable, temporary shelters provide a shield for criminal activity and expose members of the public and law enforcement to increased risk of assault and other threats to personal safety. This risk extends not only to members of the public seeking to access City facilities for lawful purposes, but also to nearby residents, business owners, and pedestrians; and

WHEREAS, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with limited resources; and

WHEREAS, the City Council acknowledges the lack of nightly shelter beds and housing currently available regionally and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness; and

WHEREAS, the City Council acknowledges that it is currently unavoidable that some people will live or shelter for survival outdoors until they are able to access affordable or free

shelter or housing. In Winters, this has typically meant camping, sometimes for extended periods of time, on City rights-of-way and City property; and

WHEREAS, the City Council has heard reports from residents of negative interactions between those using City rights-of-way and City property as sleeping and living accommodations and pedestrians traveling on paths towards, and locations near, bridges and creeks, which have resulted in damaging activities that if left unaddressed would result in negative impacts to the environment and ecological and water quality; and

WHEREAS, the City's rights-of-way and public areas are not intended for shelter or camping, and individuals who make shelter in these areas create health and safety risks for themselves and for persons encountering encampments; and

WHEREAS, the City Council recognizes the difficult challenge of balancing the needs of the residents and public at large to access clean and sanitary public areas, as well as the assurance of safe travel with the needs of individuals who have no alternatives for living accommodations and the storage of their personal property, but also balancing those needs with the concerns of residents that using such property as living and sleep accommodations and storing personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects those who use public areas; and

WHEREAS, at the February 6, 2024 City Council regular meeting, the City Council held a discussion on the processes and programs for addressing the unhoused in the City, current City responses, and additional resources that may be employed in further addressing these challenges. During the meeting, members of the community addressed the Council with their concerns regarding the impacts of encampments on Putah Creek, Downtown businesses, and the health, safety and welfare of residents. Following public comment, the City Council expressed support for a proposed ordinance regulating encampments within the City limits to be brought back for consideration and potential adoption; and

WHEREAS, the City has determined that this ordinance is necessary to protect the public health, welfare and safety of residents of the City, by enacting regulatory restrictions on using public rights-of-way for sleeping or living accommodations at designated locations; and

WHEREAS, the City now desires to proceed with the process of enacting this ordinance for the purpose of protection of the public health, welfare and safety of its residents; and

WHEREAS, the City Council has considered the report from City staff and all public comments on the need to enact an ordinance prohibiting unlawful encampments on public and private property and authorizing the removal of such encampments when encampment occupants are provided notice and the opportunity to retrieve removed personal belongings.

THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitals are adopted as findings of the City Council in enacting this ordinance.

Section 2. Chapter 9.24 of the Winters Municipal Code is hereby added in its entirety as follows:

Chapter 9.24
ENCAMPMENTS WITHIN THE CITY LIMITS

9.24.010. Definitions.

For purposes of this chapter, the following definitions shall apply.

“Camp” or “camping” means to pitch, erect, or occupy an encampment, or to use camp paraphernalia or both, for the purpose of, or in a way that facilitates outdoor sheltering for living accommodation purposes or for remaining outdoors overnight.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, hammocks or non-City designated cooking facilities, including but not limited to fueled cooking equipment, flammable gas canisters, combustible liquid containers, or similar items.

“City property” means all real property owned or leased by the City or any agency or department thereof, irrespective of whether such real property is located within an incorporated area.

“Encampment” means a tent or any similar temporary structure consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied to a structure or bush to create an enclosed area. Encampment includes any camp paraphernalia.

“Enforcing employee” means the employee of the City authorized to enforce this chapter.

“Housing” means placement in a shelter or another housing option provided by the City or Yolo County.

“Personal property” means any tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

“Shelter” means temporary shelter or another shelter option.

9.24.020. - Prohibition.

A. Camping on City Property Prohibited at All Times. It shall be unlawful at all times of the day for any person to camp or to place an encampment in or on the following City property:

1. Inside any public building, inside any fully-fenced area attached to a public building, or within twenty-five feet (25') of any entrance or exit to a public building;

2. Within fifty feet (50') of any house or other permanent structure used as a residence;
3. Within one hundred feet (100') of the property line of any property used as a school, preschool, playground, daycare, or other licensed childcare facility;
4. City creeks and creek embankments within City limits;
5. Within one hundred feet (100') of critical infrastructure, including water wells, storm drain basins, and bridges;
6. Within a Very High Fire Severity Zone, as established in accordance with California Government Code §§ 51178 and 51179;
7. Within any public park, except as authorized under Chapter 12.12 of this Code;
8. Within any public highway, road, or street; and,
9. Within any public sidewalk, easement, or right of way, where the presence of the person or their property thereon hinders or obstructs the free passage, access, or movement of any persons, bicycles, or vehicles travelling or attempting to pass along the same right of way.

B. Camping on City Property Prohibited at Certain Times. As to any City property not specifically identified in subsection (A) above, it shall be unlawful for any person to camp or to place an encampment in or on any City property daily between the hours of 7:00 a.m. and 9:00 p.m.

C. Exceptions.

1. Absent exigent circumstances related to immediate threats to the public health, safety, or welfare, the provisions of this section will not be enforced against indigent homeless persons sitting, lying, or sleeping on City property when no housing or shelter is available.
2. The provisions of this section shall not apply to camping or the placement of an encampment on City property pursuant to and in compliance with a permit or other written authorization signed by the City Manager or other City employee with authority to provide such permits or authorizations.

D. Camping on Private Property. It shall be unlawful for any person to camp or to place an encampment on any private property without first obtaining the written permission of the owner or other person(s) in lawful possession of the property.

9.24.030. - Offer of Housing, Shelter and Services.

Prior to directing a person to remove an encampment or prior to removing the encampment, the enforcing employee shall offer information to the occupant(s) regarding any available housing or shelter and other health and human services that said employee reasonably believes are relevant to the occupant(s) and their individual circumstances.

9.24.040. - Enforcement.

The prohibitions of Section 9.24.020 may be enforced by: (1) the Winters Police Department; or (2) the City's Code Enforcement Division. The City Manager, or a department designated by the City Manager, may issue regulations or guidelines necessary or appropriate to aid in the enforcement and implementation of this chapter and may create any additional procedures consistent with this chapter necessary or appropriate to protect the property rights of individuals whose property is taken into custody pursuant to this chapter.

9.24.050. - Notices.

The enforcing employee shall provide occupants of an encampment notice of intent to remove the encampment at least 24 hours in advance of any action to remove the encampment. Notice shall be in writing and shall be served personally on the occupant(s) of the encampment present when the enforcing employee attempts to serve notice. In addition, the enforcing employee shall post the notice on or near the encampment, so as reasonably to communicate the notice to persons living at the encampment but not present during the attempt to serve notice. The notice shall contain the following information:

1. The location of the encampment;
2. The date and time notice was served or posted;
3. A statement that the encampment violates this chapter;
4. An advisement that the City will remove the encampment 24 hours after the date and time of the notice;
5. Information about any housing or shelter and homeless services available for occupants of the encampment and the phone number and address to contact in order to obtain the housing or shelter or other health and human services;
6. An advisement that any personal property remaining at the encampment site when the enforcing employee returns to remove the encampment will be impounded for no fewer than 90 days and will be discarded thereafter if not claimed; and,
7. The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved and that the City will charge no fee for storage or retrieval.

9.24.060. - Personal Property.

A person occupying an encampment who is present at the time the enforcing employee is removing the encampment may retain his or her personal property except that items constituting an immediate threat to the health or safety of the public or items that constitute evidence of a crime or contraband may be seized, as permitted by law. Any personal property seized shall be stored for no less than 90 days, with the following exceptions:

1. Items that present a health or safety risk if stored, such as items soiled by bodily fluids, items that are moldy, items infested by insects or vermin, and food, need not be stored and may be discarded; and,
2. Items that constitute evidence of a crime or contraband may be seized and discarded, as permitted by law.

9.24.070. - Other laws and orders.

Nothing in this chapter shall be construed to limit the City's authority to enforce any other federal, state, or local law.

Section 3. Conflicting Laws. To the extent that there is any conflict between the provisions of this Ordinance and any provision of the Winters Municipal Code, an ordinance, or a resolution or policy, all such conflicting provisions shall be superseded by this Ordinance.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 5. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 6. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Winters City Council this ____ day of _____, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Bill Biasi, Mayor

ATTEST:

City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: April 2, 2024

THROUGH: Jeremy Craig, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: Second Reading and Adoption of Ordinance 2024-02 Adding Chapter 9.24 to Title 9 of the Winters Municipal Code Related to Encampments Within City Limits

RECOMMENDATION:

Waive further reading and adopt Ordinance 2024-02 adding Chapter 9.24 to Title 9 of the Winters Municipal Code related to encampments within the City limits.

BACKGROUND:

At the February 6, 2024 City Council regular meeting, the City Council held a discussion on the processes and programs for addressing the unhoused in the City, current City responses, and additional resources that may be employed in further addressing these challenges. During the meeting, members of the community addressed the Council with their concerns regarding the impacts of encampments on Putah Creek, Downtown businesses, and the health, safety and welfare of residents. Following comments from the public, the City Council expressed support for a proposed ordinance regulating encampments within the City limits to be brought back for consideration and potential adoption.

Currently, the Winters Municipal Code (WMC) only prohibits camping in parks and recreation areas without a permit. Recent court decisions have ruled that “anti-camping” ordinances that completely prohibit camping on public property are unconstitutional under the Eighth Amendment to the U.S. Constitution, unless there are enough homeless shelter beds to accommodate the homeless population. However, while current court precedent

restricts the City's ability to prohibit homeless individuals from camping in public spaces when shelter is not otherwise available, communities have adopted camping ordinances that impose reasonable "time, place, and manner" restrictions on camping on public property. The proposed ordinance adding Chapter 9.24 to the Winters Municipal Code follows this model.

On March 19, 2024, the City Council introduced and waived first reading of Ordinance 2024-02 adding Chapter 9.24 to Title 9 of the Winters Municipal Code related to encampments within the City limits..

DISCUSSION:

As the homeless population of California continues to increase, the City of Winters has experienced more homeless encampments, especially on private and public property along the Putah Creek. Unfortunately, the conditions of these encampments often deteriorate, causing environmental harm and negative impacts to the public health, safety and welfare.

The Winters Police Department's Code Compliance Unit has successfully worked with private property owners to address encampments pursuant to WMC Chapter 19 (Nuisance Abatement); however, there are no provisions in the Winters Municipal Code that specifically address camping and encampments on public property.

Currently, the Winters Municipal Code only prohibits camping in parks and recreation areas without a permit (WMC § 12.12.020). In *Martin v. City of Boise*, No. 15-35845 (9th Cir. 2018) and again in *Gloria Johnson, et al. v. City of Grants Pass*, No. 20-35752 (9th Cir. 2023), the court ruled that the enforcement of "anti-camping," anti-sleeping," and similar municipal ordinances being enforced on the homeless are unconstitutional under the Eighth Amendment unless there are enough beds in local homeless shelters to house the homeless population.

In light of these case law decisions, many California jurisdictions have either amended their current municipal ordinances or adopted new ordinances to implement "time, place, and manner" restrictions on camping on public property. The proposed ordinance adding Chapter 9.24 to the Winters Municipal Code follows this model, and contains elements from camping ordinances adopted by surrounding jurisdictions including Yolo County.

The proposed ordinance would prohibit camping on City property between the hours of 7:00 a.m. and 9:00 p.m., and prohibit camping on City property at all times at or near the following locations:

1. Inside any public building, inside any fully-fenced area attached to a public building, or within twenty-five feet (25') of any entrance or exit to a public building;
2. Within fifty feet (50') of any house or other permanent structure used as a residence;
3. Within one hundred feet (100') of the property line of any property used as a school, preschool, playground, daycare, or other licensed childcare facility;
4. City creeks and creek embankments within City limits;

5. Within one hundred feet (100') of critical infrastructure, including water wells, storm drain basins, and bridges;
6. Within a Very High Fire Severity Zone, as established in accordance with California Government Code §§ 51178 and 51179;
7. Within any public park, except as authorized under WMC Chapter 12.12;
8. Within any public highway, road, or street; and,
9. Within any public sidewalk, easement, or right of way, where the presence of the person or their property thereon hinders or obstructs the free passage, access, or movement of any persons, bicycles, or vehicles travelling or attempting to pass along the same right of way.

The proposed ordinance would be enforced by the Winters Police Department or the City's Code Enforcement Division, and violations of the ordinance would constitute a misdemeanor pursuant to WMC § 1.16.010. However, consistent with *Martin v. City of Boise* and other applicable case law, this ordinance would not be enforced against indigent homeless persons sitting, lying, or sleeping on City property when no housing or shelter is available. Further, occupants of encampments will be offered information regarding any available housing or shelter and other health and human services that are relevant to the occupant(s) and their individual circumstances and given 24 hours to comply. The proposed ordinance also addresses camping on private property and includes procedures regarding the removal and storage of personal property of encampment occupants.

Finally, as staff has previously noted, case law continues to evolve on this issue, and the U.S. Supreme Court will consider this year whether municipal ordinances that ban homeless persons from camping on public property violate constitutional protections under the Eighth Amendment. The Court's ruling will likely dictate how such ordinances are to be implemented.

ENVIRONMENTAL ANALYSIS:

This Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

There are undetermined costs associated with staff time to implement and enforce the ordinance.

ATTACHMENT(S):

1. Ordinance 2024-02



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 2, 2024
FROM: Kristine DeGuerre, Environmental Services Manager
THROUGH: Jeremy Craig, City Manager
SUBJECT: Resolution 2024-23 Approving a Professional Services Agreement with Davids Engineering, Inc. to Conduct Two Groundwater Feasibility Studies in the Not to Exceed Amount of \$579,268 and Authorizing the City Manager to Execute the Agreement

RECOMMENDATION:

Adopt Resolution 2024-23 approving a Professional Services Agreement with Davids Engineering, Inc. to conduct two groundwater feasibility studies in the not-to-exceed amount of \$579,268 by utilizing grant funds awarded to the City by the Department of Water Resources (DWR) through a grant application opportunity through the Yolo Subbasin Groundwater Agency, and authorizing the City Manager to execute the Agreement.

BACKGROUND:

On December 15, 2022, the Yolo Subbasin Groundwater Agency (YSGA) submitted a grant application to the Department of Water Resources (DWR), including two groundwater projects for the City of Winters. On May 19, 2023, the grant application was approved to conduct two groundwater feasibility studies:

- Assess upgrading the City's Wastewater Treatment Facility to recycle domestic wastewater for municipal/residential non-potable irrigation or to sell to nearby growers for agricultural use.
- Assess the development of a supplemental surface water supply source.

Both feasibility studies are geared toward reducing the City's reliance on groundwater.

An RFP was sent to six firms, but only one response was received by the submission

deadline, which was from Davids Engineering, Inc.

Although a second bid was received late, after review by staff and the YSGA's Executive Director, the recommendation is to proceed with Davids Engineering, Inc. as the most responsive and responsible bidder.

FISCAL IMPACT:

None. DWR's grant funding award covers the cost of both feasibility studies.

ATTACHMENTS:

1. Resolution 2024-23
2. Davids Engineering, Inc. Proposal.
3. RFP – Water Feasibility Studies, Proposal 202324-01kd

RESOLUTION. 2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DAVIDS ENGINEERING, INC. IN THE NOT TO EXCEED AMOUNT OF \$579,268 TO CONDUCT TWO GROUNDWATER FEASIBILITY STUDIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT

WHEREAS, on December 15, 2022, the Yolo Subbasin Groundwater Agency (YSGA) submitted a grant application to the Department of Water Resources (DWR) for eight projects within Yolo County; and

WHEREAS, on May 19, 2023, the grant application was approved to include two proposed projects to conduct feasibility studies to 1. Assess upgrading the City's Wastewater Treatment Facility (WWTF) to recycle domestic wastewater for municipal/residential non-potable irrigation or to sell to nearby growers for agriculture and 2. Assess the development of a supplemental surface water supply source to reduce the City's demand on groundwater; and

WHEREAS, on January 12, 2024, staff sent out an RFP to six, qualified firms to conduct two, separate groundwater feasibility studies to update the WWTF to recycle water and to research potential supplemental surface water supply sources; and

WHEREAS, on February 9, 2024, staff received one responsive bid for both projects from Davids Engineering, Inc.; and

WHEREAS, staff recommends that the City Council award a professional services agreement to Davids Engineering, Inc., as the most responsive and responsible bidder for the Project, and authorize the City Manager to execute the agreement in the not-to-exceed amount of \$579,268.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves a Professional Service Agreement with the most responsive and responsible bidder, Davids Engineering, Inc., in the not-to-exceed amount of \$579,268, and authorizes the City Manager to execute the agreement and related documents in forms approved by the City Attorney.

DULY AND REGULARLY ADOPTED this 2nd day of April 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

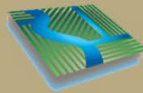
Bill Biasi, Mayor

ATTEST:

Jeremy Craig, City Clerk

RESPONSE TO THE CITY OF WINTERS REQUEST FOR PROPOSALS NO. 202324-01KD

Prepared By:



DAVIDS
ENGINEERING, INC



FEBRUARY 2024

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Cover Letter

February 8, 2024

Kristine DeGuerre
Environmental Services Manager
City of Winters
318 First Street
Winters, CA 95694

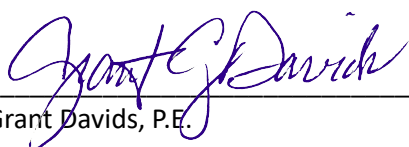
Subject: Response to the City of Winters Request for Proposals No. 202324-01kd

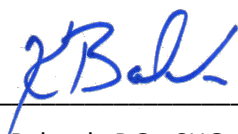
Grant Davids of Davids Engineering together with Kurt Balasek (the Davids-Balasek Team) are pleased to present this proposal in response to the above-mentioned City of Winters RFP. Mr. Davids and Mr. Balasek are both long-time Winters-area residents and both are recently semi-retired water professionals, although they remain very active in Yolo County water activities. Both hold a deep interest in sustainable groundwater management county-wide, particularly in and around the City of Winters.

This proposal is for the Davids-Balasek Team to undertake both projects described in the City's RFP. The projects are closely related and substantial cost-efficiencies working to the City's benefit can be realized if the projects are conducted together. However, we recognize that the City may wish to award the projects separately, in which case the Davids-Balasek Team holds relatively greater interest in the Surface Water Opportunities feasibility investigation.

The Davids-Balasek Team was instrumental in formulating the successful DWR grant applications and has compiled project tasks and budgets for both the Surface Water and Wastewater feasibility studies that will advance each project and better position the City for potential implementation funding. We look forward to an opportunity to meet with City staff to address any questions or concerns that may arise in your review of this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Grant Davids".

Grant Davids, P.E.A handwritten signature in blue ink that reads "Kurt Balasek".

Kurt Balasek, P.G., CHG

Section 1-- Introduction to Davids Engineering and Project Understanding

Introduction to Davids Engineering

Since 1993, Davids Engineering, Inc. (DE) has provided professional engineering and scientific services to public agencies, private entities, and individual landowners responsible for managing water resources in the western United States. We are founded on a commitment to the highest standards of professional integrity and intellectual honesty, and have successfully completed projects throughout California, as well as Arizona, Nebraska, Nevada, Oregon, Washington, and in a handful of developing nations.

Davids Engineering operates out of three offices in the Central Valley...Chico, Davis, and Oakdale...to serve its diverse customer base. The City of Winters feasibility investigations would be managed out of DE's Davis office, with project staff drawn primarily from the Davis and Chico office.

While our clients are typically irrigation districts (suppliers of water to farmers), our work often focuses on issues occurring at the interface between agriculture and cities. These issues commonly involve sustainable surface water and groundwater management.

DE has a long history of working with Yolo and Solano County agricultural water providers, including Yolo County Flood Control and Water Conservation District and Solano Irrigation District. Recently, DE staff supported development of the groundwater sustainability plans for the neighboring Solano and Colusa Subbasins. Through a diverse range of projects over the past 30 years and continuing to today, DE staff have forged close working relationships with the Yolo County water community.

The DE Team would be led by Grant Davids P.E., DE's founder 30+ years ago. Grant has resided outside Winters for the past 24 years and is actively involved with current groundwater management initiatives in the Yolo Subbasin. Grant would be supported technically and administratively by Davis office staff. DE carries all of the insurance coverages required by the City of Winters professional services agreement.

DE has engaged the services of Kurt Balasek, PG, CHG, to assist in conducting the City's projects. Mr. Balasek also resides outside Winters and has been closely involved with the City of Winters' water, wastewater, and other projects as a private consultant/volunteer over the past 24 years. Mr. Balasek currently serves as the City's alternate board member on the Yolo Subbasin Sustainable Groundwater Agency Board (Councilperson Carol Scianna is the City's appointed board member) and he recently stepped down as chair but remains active on the City's Natural Resources Commission. Mr. Balasek also serves as President of the Solano Resource Conservation District Board and is the Board representative on the Solano Subbasin Groundwater Sustainability Agency.

The structure of the DE Team is illustrated in Figure 1 and the experience and qualifications of key staff are provided in the next section (Section 2).

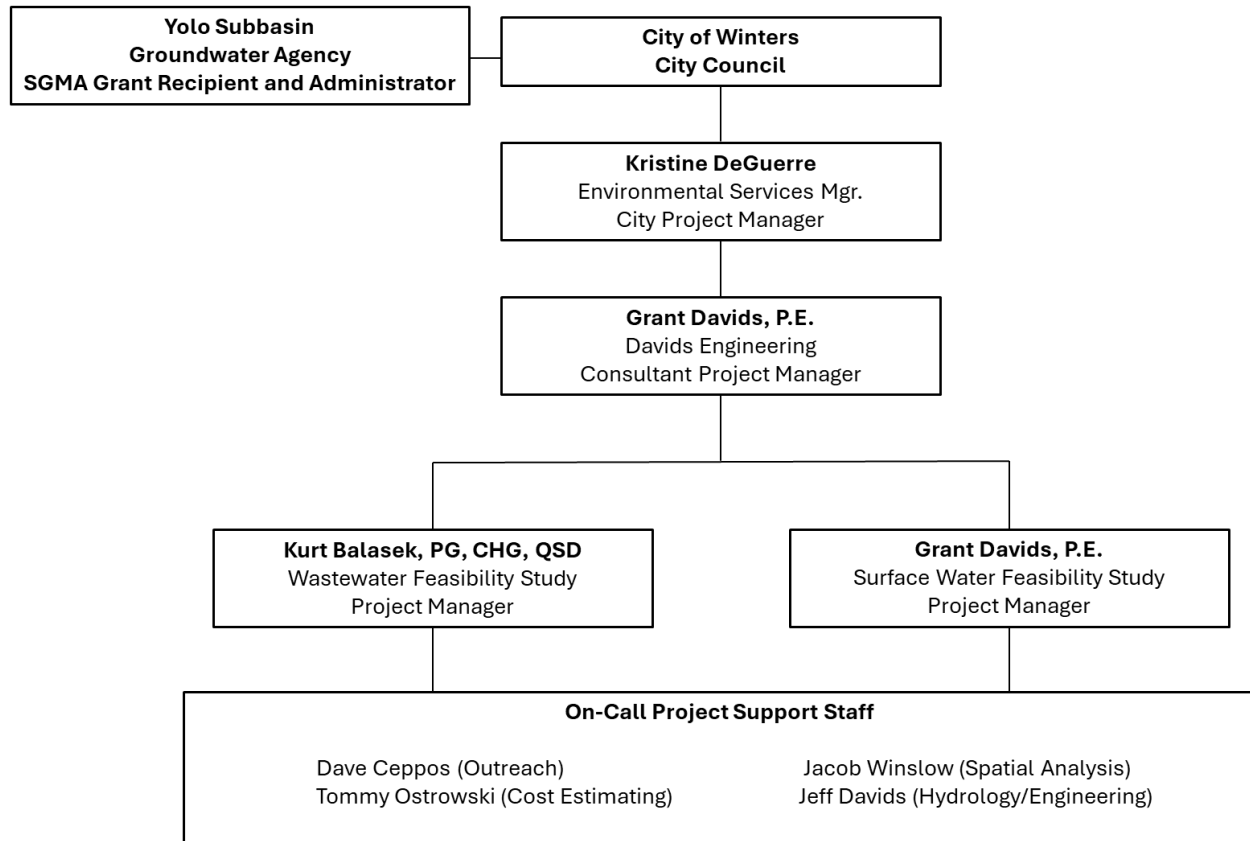


Figure 1. Project Team Organization

Project Understanding

The City of Winters (City), a town of 7,115 people in Yolo County, is entirely dependent on groundwater for its drinking water, municipal and industrial, fire, and irrigation supply. The City is currently completing its Water Master Plan Update. Additionally, in November 2021, the City completed a study of historical groundwater levels, historical and projected groundwater demands, and groundwater budgets and sustainability in response to community concerns. The study demonstrated that between 2001 and 2020 groundwater levels generally declined in the City's five production wells at a rate of one to three feet per year, with groundwater levels in three of the five wells reaching historic low levels in September 2021. In addition, groundwater levels in the Golden Bear residential community outside of the City's limits have declined enough to require approximately 20 landowners to construct replacement wells.

The study also demonstrated the City's adoption of water meters in the early 2000's successfully reduced municipal water demand. However, recent population growth in the City is driving demand upward. Demand reached about 450 million gallons (1,380 acre-feet) per year in 2020 and is expected to increase by 330 acre-feet per year as a result of population growth through 2029.

The objective of both feasibility studies is to identify cost-effective options for reducing groundwater pumping, either within the City itself or on neighboring irrigated lands that pump from the same groundwater aquifer. Reduced pumping can be achieved by reusing the City's treated wastewater (Study

#1) or by acquiring new surface water supplies (Study #2). Both sources of water could be used directly by the City (for landscape irrigation or for treatment and delivery to City customers) or neighboring irrigated lands. It remains to be seen but the most cost-effective options are believed to involve use on irrigated lands and not within the City itself. This is due to the high cost of water treatment.

Reducing groundwater pumping by either means (i.e., reusing wastewater or acquiring new surface water) will improve the City's water supply reliability and drought resilience, benefit neighboring rural residential property owners and growers with relatively shallow wells and help meet the 2022 Yolo Subbasin Groundwater Sustainability Plan goals.

The City currently operates a series of unlined aeration ponds and dispersal fields to treat and dispose of domestic waste. The ponds are situated northwest of town and are surrounded by the City's dispersal fields and irrigated agricultural land. Between 2017 and 2018, the City engaged Larry Walker Associates (LWA) to conduct a Wastewater Treatment Facility Master Plan Update to identify a least-cost plan to reuse City wastewater. The plan evaluated five alternatives involving different levels of wastewater treatment (secondary or tertiary) and pond lining (lined or unlined). About the time of the LWA work, the City also obtained a permit from the Regional Board to engage a local grower in a pilot study to reuse secondary treated water. Unfortunately, the quality of the wastewater was not acceptable to the grower and the project was quickly abandoned.

It is noted that the City's unlined ponds result in localized percolation of secondary treated wastewater into shallow, underlying groundwater. Years of monitoring groundwater in the vicinity of the ponds indicates adverse impacts to local groundwater quality. Thus, developing ways to reuse treated wastewater would help to reduce groundwater quality degradation and reduce groundwater pumping. Davids-Balasek propose to build on the LWA work from 2018 to identify end users of the treated water and describe the legal and financial challenges facing reuse of both secondary and tertiary treated wastewater.

Based on this understanding of the two feasibility studies, it is clear that the work involved with their completion is closely interrelated and the projects and the City can benefit by conducting the two projects together. In particular, the outreach, implementation funding, and legal components of the projects substantially overlap, and cost savings are possible if the two projects are undertaken jointly.

Section 2 – Qualifications of Key Staff

Summary qualifications of the two proposed project managers are provided below, along with qualifications for Dave Ceppos, our proposed outreach specialist. Full length resumes for these three key staff plus our on-call support staff (see Figure 1) are presented in Appendix A.

Grant Davids, P.E.

Grant Davids is registered as both a Civil and Agricultural Engineer in California. He has more than 45 years' experience in water resources planning and engineering primarily in California and also other western states and a few developing countries. In California, his work has concentrated on work for clients in the Sacramento Valley and northern San Joaquin Valley. Mr. Davids founded Davids Engineering in 1993, a firm dedicated to *serving stewards of western water*: the agencies responsible for actually making water management decisions. Locally, Mr. Davids has managed water resources projects for Yolo County Flood Control and Water Conservation District, Dunnigan Water District, and Reclamation Districts 108 and 2068, all lying wholly or partly in Yolo County. Additionally, Mr. Davids has conducted projects for neighboring Solano Irrigation District. Nearly all of these projects have addressed coordinated, sustainable use of surface water and groundwater supplies to sustain irrigated agriculture, the region's main economic engine. Mr. Davids has been an active supporter of the Northern California Water Association (NCWA), dedicating volunteer and consulting time to help protect Sacramento Valley water rights. Most recently, Mr. Davids has begun donating time to become familiar with issues of groundwater sustainability surrounding the City of Winters and to offer constructive advice to the Yolo Subbasin Groundwater Agency (YSGA) regarding its well permitting process and possible future measures to establish groundwater allocations.

Kurt Balasek, PG, CHG

Kurt Balasek has over 36 years of environmental consulting experience in Northern California. The appended resume (Appendix A) describes a small sample of primarily Yolo and Solano County projects conducted or overseen by Mr. Balasek throughout his career. During his career, Mr. Kurt rose from staff geologist to CEO of a 120-person engineering firm and oversaw a range of environmental, geologic and hydrogeologic projects. In addition to environmental consultation, Mr. Balasek volunteers on both the Yolo and Solano sustainable groundwater agency boards and is extremely knowledgeable of local groundwater and geologic conditions, especially those concerning the Winters Area of Special Concern (now termed "focus areas"). Mr. Balasek has also worked on groundwater issues related to the former City of Winters landfill which is located adjacent to the City wastewater ponds. This experience has afforded Mr. Balasek unique exposure to the groundwater quality issues identified in the area of both the landfill and the wastewater ponds and has given him a passion for addressing these identified concerns. Finally, Mr. Balasek has worked with City staff on various aspects of declining groundwater levels and the occurrence of elevated hexavalent chromium (Chrome VI) in four of the five City municipal wells. Kurt is hopeful that work on an alternative surface water supply feasibility study may eventually

lead to a solution to the Chrome VI problem in addition to relieving municipal groundwater pumping pressures.

Dave Ceppos

Dave Ceppos is a long-time Davis resident and will lead public and focused outreach for the Wastewater and Surface Water feasibility studies. He is the former Director and Managing Senior Mediator of the Consensus and Collaboration Program (CCP), of California State University Sacramento. He was also CCP's Sustainable Groundwater Management Act (SGMA) Program Manager, overseeing CCP's work with the Department of Water Resources (DWR), State Water Resources Control Board (State Board) and numerous local agencies. In this role, he managed the CCP Local Assistance Team, facilitating Groundwater Sustainability Agency (GSA) formation efforts in 35 groundwater basins around the State. He has been the Program Manager for stakeholder and mediation efforts on numerous water quality efforts including several Total Maximum Daily Load cases, Irrigated Lands Regulatory Programs, and nutrient management programs. Through these various assignments throughout California, Mr. Ceppos has developed a genuine appreciation for small California communities and the agricultural areas surrounding them. Mr. Ceppos received a B.L.A. in landscape architecture from the University of Florida in 1985 with a minor in Geology. He completed additional graduate level studies in mediation and risk communication through Emory University; Columbia University; and Pepperdine University.

Section 3 – Relevant Project Experience

Three qualifying projects are described in this section, two conducted by Davids Engineering (with Grant Davids serving as project manager) and one conducted by Kurt Balasek. Contact information for client references are provided for each project.

El Dorado Water Agency Agricultural Water Demand Analysis (Davids Engineering)

Beginning in 2019 and ongoing, Davids Engineering is providing engineering services to the El Dorado Water Agency in support of the agency's program to appropriate additional surface water from the American River. The water is needed to support economic development, including urban growth and agricultural expansion consistent with the El Dorado County General Plan. Groundwater supplies in the county are very limited making the acquisition of additional surface water critical for continued economic development.

With Mr. Davids serving as project manager, Davids Engineering has conducted the following tasks/studies for the El Dorado Water Agency since 2019:

- Conducted remote sensing analyses of existing irrigated lands to determine historical crop water use (ET).
- Conducted detailed GIS analysis to delineate lands physically suitable for agricultural development within the large areas designated for various kinds of agricultural use in the General Plan.
- Developed agricultural water demand projections based on remote sensing analyses together with sophisticated crop water use modeling using DWR's IDC model.
- Analyzed crop water requirements under three levels of drought.
- Supported preparation of the EIR being prepared to support the Agency's eventual water right application.

All of this work was conducted in collaboration with an ad hoc Agricultural Advisory Group assembled by the Agency, comprised of knowledgeable local growers and staff from the County Agriculture Department, Farm Bureau, University of California Cooperative Extension, and local water purveyors. Detailed interviews were also conducted with key landowners and growers.

Project Reference: Ken Payne (recently retired El Dorado Water Agency General Manager)
Mobile phone: (916) 425-0734
Email: kvpayne@payneenviroconsulting.com

Various Sacramento Valley Projects (Davids Engineering)

Since its founding in 1993, Davids Engineering has completed hundreds of projects for dozens of Sacramento Valley clients, mainly irrigation districts, counties, and non-profits (such as The Nature Conservancy). Through these projects, Davids Engineering has developed a deep understanding of the Sacramento Valley's working landscape, hydrology, water management practices, and regulatory environment. We have forged trusted working relationships with agency staff and leaders, and

developed institutional knowledge regarding water rights and contracts, conjunctive use strategies, and sustainable groundwater management. Selected projects that have been managed by Grant Davids that represent qualifying experience for the City's feasibility studies projects include the following.

- Reclamation District No. 108, Water Balance, Colusa and Yolo Counties, CA.
- Reclamation District No. 108, In-Lieu Groundwater Recharge Investigation, Colusa and Yolo Counties, CA.
- Resource Plan Water Supply and Water Transfer Element. Glenn Colusa Irrigation District, Willows, CA. Sustainable Groundwater Management Program Development, County of Colusa, Colusa, CA.
- Sustainable Groundwater Management Program Development, County of Glenn, Willows, CA.
- Sacramento Valley Groundwater Assessment. Northern California Water Association, Sacramento, CA.
- Groundwater Management Investigation, Dunnigan Water District, Dunnigan, CA.
- Yolo County IWFM IDC Parameter Development and Calibration, (under subcontract to West Yost Associates), Davis, CA.
- Ag Water Demands, Water Budget, and Shortage Risk Analysis, Solano Irrigation District, Vacaville, CA.
- District Water Budget and Groundwater Investigation (Dunnigan Water District)

Projects Reference: David Guy, President, Northern California Water Association
Mobile phone: (209) 275-7867
Email: dguy@norcalwater.org

Cache Creek Aggregate Mine Hydrogeologic Analysis (Kurt Balasek)

In 1995, a private aggregate producer (R.C. Collet) filed an application for off-channel aggregate mining along Cache Creek, north of Esparto in Yolo County, California. Mr. Balasek summarized available data for the area, constructed a monitoring well network and prepared a hydrogeologic assessment of the likely impacts to groundwater resources from the off-channel mining. The work was subsequently used to model groundwater surface elevations and informed the mining company about process as they excavated into water. The work was expanded in 2012 after Granite Construction purchased the mine from R.C. Collet and acquired additional lands. The mine remains operational and productive. In accordance with the Yolo County Aggregate Mining Ordinance, Mr. Balasek's team conducted semi-annual groundwater sampling when mining activities went into and below the groundwater surface.

Projects Reference: Ben Adamo, Granite Construction Co. Retired
Mobile phone: (530) 666-4038
Email: lbadamo22@gmail.com

Section 4 – Proposed Scopes of Work and Budgets

Proposed scopes of work for both feasibility investigations identified on the City's Request for Proposals are presented following. Because the studies are so closely related, the Davids-Balasek Team believes there are significant advantages and potential cost savings to the City in having one consulting team conduct both studies. However, the two studies could be undertaken by separate teams with sufficient coordination between them. Anticipated budgets for both studies are presented at the end of this section.

Recycled Water Feasibility Study

Task 1 – Outreach and Reporting

Purpose: Keep the City apprised of work status throughout the project and assist with public outreach to gather feedback on the study and incorporate public input into study alternatives. Assist with project reporting.

Task 1.1 – Assist the City with a public workshop to seek feedback on the surface water study including notifying Disadvantaged and Severely Disadvantaged Communities to facilitate their involvement. Timing of workshop to be mutually established with City.

Task 1.2 – Assist the City with focused outreach to rural residential communities west of the City where groundwater levels have been declining. Timing and nature of outreach to be mutually established with City.

Task 1.3 – Coordinate with YCFCWCD and YSGA at key junctures during the course of work over a range of topics, particularly related to contacting nearby landowners and growers regarding in-lieu and direct recharge.

Task 1.4 – Prepare quarterly reports to the City describing work completed and upcoming for use in keeping elected officials, the public, and grant administrators apprised of progress.

Task 1 Deliverables: Various meeting materials, notices, and reports as mutually agreed to facilitate the activities described above.

Task 2 – Review & Summarize Existing Reports

Purpose: Identify Status and Current City Thinking Regarding Wastewater Recycling

Task 2.1 – Review & Summarize the 2018 Wastewater Treatment Facility Master Plan

This report was discovered after the recycled wastewater feasibility grant was awarded and contains important, though now somewhat dated information regarding current wastewater facilities, functionality and future needs. Carefully reviewing this work will provide grant savings that can be utilized to address certain recommendations outlined in the report and better position the project for implementation funding.

Task 2.2 – Review City of Vacaville Wastewater Recycling Master Plan (Chapter 7)

This report outlines the approach taken by the City of Vacaville to identify potential end-users of recycled water. While differing in size and geography from Winters, the Chapter provides a solid framework that will assist with Task 3 below.

Task 2 Deliverable: A draft chapter or section in the project report summarizing the findings from the previous work described above.

Task 3 – Identify Recycled Wastewater End Users

Purpose: Identify Multiple Possible End Users and Evaluate Required Infrastructure for Each.

Task 3.1 – Yolo County Flood Control

Meet with YCFCWC staff to discuss possible connection to allow recycled wastewater into the Flood Control canal system for either direct or indirect sale to end users.

Task 3.2 – Local Growers

Identify owners/tenants of lands adjacent to or near the City wastewater ponds and reach out to assess interest in purchasing recycled wastewater from the City. Inquire as to acceptance of secondary vs. tertiary treated water and nature of future commitments.

Task 3.3 – Discharge to Surface Water

Research requirements for direct discharge to surface water of tertiary treated recycled wastewater if reuse sometimes not possible. This could alleviate extra storage requirements and reduce City infrastructure costs.

Task 3.3.1 – In Lieu Discharge

Research and evaluate a possible agreement allowing discharge of tertiary treated recycled water into Putah Creek in exchange for upstream surface water diversion.

Task 3.3.2 – Environmental Requirements for Discharge

Identify all Environmental Requirements for discharge of recycled wastewater to waters of the State.

Task 3 Deliverable: A draft chapter or section in the project report describing the findings from the work described above.

Task 4 – Implementation Funding

Purpose: Identify Potential Implementation Funding

Task 4.1 – Integrate With Existing Water Wastewater Groups

Work with City staff to join California Association of Sanitation Agencies and evaluate others for the purpose of leveraging grant funding opportunities. Work with YGSA and YCFCWCD to leverage ACWA and NCWA resources.

Task 4.2 – Grant Funding Investigation

Work with YCFCWCD, City staff, and others to identify likely funding sources to implement the 2018 Wastewater Treatment Facility Master Plan Update or other recommendations for infrastructure improvements.

Task 4 Deliverable: A draft chapter or section in the project report describing the findings from the work described above.

Task 5– Prepare Project Report

Purpose: Document the work completed, conclusions reached, and recommendations for further work.

Task 5.1 – Prepare Draft Feasibility Report

Prepare draft feasibility report, summarizing existing work, outlining potential users and potential opportunities for either in-lieu surface water exchange or direct surface water recharge as well as prioritizing funding opportunities to upgrade Winters WWTF.

Task 5.2 – Present Draft and Receive Comments

Present draft report to City Council and others to request comments. This task assumes in-person presentation(s) two. Once comments are received, they will be compiled for response.

Task 5.3 – Prepare Final Feasibility Report

Once comments are received and compiled, they will be incorporated into a final report with recommendations, feasibility analysis, cost projections and a summary of likely grant or other funding opportunities.

Task 5.4 – Grant Administration and City Staff

This task reserves a portion of the grant funding for grant administration and staff time related to several of the above tasks.

Surface Water Supply Feasibility Study

Task 1 – Outreach and Reporting

Purpose: Keep the City apprised of work status throughout the project and assist with public outreach to gather feedback on the study and incorporate public input into study alternatives. Assist with project reporting.

Task 1.1 – Assist the City with a public workshop to seek feedback on the surface water study including notifying Disadvantaged and Severely Disadvantaged Communities to facilitate their involvement. Timing of workshop to be mutually established with City.

Task 1.2 – Assist the City with focused outreach to rural residential communities west of the City where groundwater levels have been declining. Timing and nature of outreach to be mutually established with City.

Task 1.3 – Coordinate with YCFCWCD and YSGA at key junctures during the course of work over a range of topics, particularly related to contacting nearby landowners and growers regarding in-lieu and direct recharge.

Task 1.4 – Prepare quarterly reports to the City describing work completed and upcoming for use in keeping elected officials, the public, and grant administrators apprised of progress.

Task 1 Deliverables: Various meeting materials, notices, and reports as mutually agreed to facilitate the activities described above.

Task 2 – Characterize City Water Demands

Purpose: Quantify the volume and timing of City surface water demands under different use scenarios.

Task 2.1 – Direct Use

Historical and projected surface water demands by the City will be characterized from the City's recently completed Water Master Plan. These demands represent the potential pattern of surface water use if the water was treated to drinking water standards and delivered via the City's distribution network. (This is likely to be the most costly surface water use scenario.)

Task 2.2 – In-lieu Recharge on Nearby Agricultural Lands

Another way to positively affect groundwater conditions in and around the City would be to deliver surface water to irrigated lands surrounding the City that currently rely entirely or substantially on groundwater. This task would involve delineating irrigated fields surrounding the City, identifying those that use YCFCWCD surface deliveries and those that do not (and therefore must rely primarily on groundwater). Water demands on the lands currently using groundwater would be estimated using OpenET and assumed irrigation efficiencies. The task would focus on lands lying within the YCFCWCD service area and are legally entitled to receive Cache Creek water. Different demand scenarios would be developed based on different magnitudes of land working radially outward from the City. Landowners would be contacted to determine their receptiveness to using surface water and what conditions would need to be satisfied to get them to use YCFCWCD surface water when available.

Task 2.3 – Direct Recharge Around the City

Direct recharge of surface water around the City has received little attention to date. Under this task, the following potential direct recharge scenarios would be explored:

- Winter flooding on agricultural fields surrounding the City, tiering off the YCFCWCD winter recharge project. This would involve consultation with YCFCWCD staff to determine the operational feasibility of delivering Cache Creek winter flows to agricultural lands surrounding the City via the Winters Canal. If feasible, fields surrounding the City would be screened for winter flooding suitability based on crop type, SAGBI rating and other factors. Owners of potentially suitable fields would be contacted to assess their receptiveness and to identify on-farm operational constraints.
- Restoration and streambed modification in Dry Creek (and possibly other local ephemeral streams) to "slow down" streamflow in the creek (which originates as rainfall runoff in the hills

generally northwest of the City)¹. This could be coupled with habitat restoration along the creek. The task would involve contacting landowners adjoining or straddling the creek to assess their willingness to explore the concept. Where landowners are receptive, creek conditions would be observed, and potential opportunities and constraints identified.

Task 2 Deliverable: A draft chapter or section in the project report describing the findings from the work described above.

Task 3 – Describe Surface Water Source Access Mechanisms

Purpose: Identify and describe the mechanisms by which the City could establish access to the three potential surface water sources, considering the legal, institutional and political factors associated with each.

Task 3.1 – Putah Creek

The Solano Project on Putah Creek is owned by the Bureau of Reclamation (Reclamation) and operated under a cooperative agreement with the Solano County Water Agency (SCWA). The yield of the Solano Project is committed to the Solano Irrigation District, two other Solano County agricultural water suppliers, and the seven major cities in Solano County under contracts with each entity. Because Putah Creek is fully appropriated (or very nearly so), the most feasible means of the City accessing Putah Creek water would be by contractual purchase of any excess contract water held by any of the existing Solano Project Contractors. This task would involve contacting Reclamation, SCWA, and the respective Solano Project contractors to identify potential excess contract water and explore purchase of that water by the City.

Task 3.2 – Cache Creek

The City of Winters lies within the service area of the Yolo County Flood Control and Water Conservation District (YCFCWCD) making access to Cache Creek water most feasible through some kind of service agreement between the two entities, or between YCFCWCD and landowners adjoining the City (for possible in-lieu or winter recharge). This task would mainly involve consultation with YCFCWCD staff to assess the potential to deliver Cache Creek water to the City for either direct use by the City or by growers on adjoining agricultural lands. Cache Creek is regarded as the most feasible surface water supply for the City.

Task 3.3 – Sacramento River

The Sacramento River is likely to be the least feasible potential surface water source because the river is nearly fully appropriated, and it is most distant from the City. The remaining unappropriated water consists of high flows that would be subject to curtailment during dry periods (according to Term 91). Thus, the likelihood of the City successfully establishing an appropriative water right to Sacramento River water is very low. Instead, access to Sacramento River water might be feasible under Central Valley Project water transfer regulations. These regulations are generally supportive and simple for short-term

¹ In a January 31, 2024 conversation between Grant Davids and former Putah Creek Streamkeeper, Rich Marovich, Marovich described opportunities for enhancing groundwater recharge in Dry Creek involving construction of low check dams to increase flow depths, reduce velocities, and increase streambed infiltration durations.

transfers while long-term transfers (such as would be needed by the City) are considerably more complicated. The first step would be to engage Reclamation to determine whether a transfer to the City would be allowable under current water transfer regulations, and if so, under what conditions. Based on our current understanding, the most likely transfer arrangement would involve excess water supplies under existing CVP contracts, such as the individual Sacramento River Settlement Contractors and individual Tehama-Colusa Canal water service contractors, both of which lie north of the Delta.

Task 3.4 – Screen and Evaluate the Surface Water Source Access Mechanisms

Based on the findings of Tasks 3.1 through 3.3, the three water sources and access mechanisms will be compared and evaluated to identify the options to be carried forward in the study.

Task 3 Deliverable: A draft chapter or section in the project report describing the findings from the work described above.

Task 4 – Characterize Surface Water Availability and Conveyance Options

Purpose: For the source(s) and access mechanisms passing the Subtask 3.4 screening, identify the means by which water could be conveyed to the City or surrounding agricultural lands. Conveyance capacities would be based on the results of Task 2.

Potential conceptual conveyance means include the following among other possibilities:

- Putah Creek (Solano Project Water) – Release water from Monticello Dam into Putah Creek, divert the water from the creek by pumping, and convey to the City or surrounding agricultural land via underground pipelines.
- Cache Creek – Divert and convey Cache Creek water via existing YCFCWCD facilities, including the Capay Diversion Dam and Winters Canal. For direct use, conveyance to the City would likely need a new pumping plant and underground piping between the Winters Canal (possibly at Chapman Reservoir) and the City. Water deliveries to irrigated fields surrounding the City for in-lieu recharge might be possible with no new infrastructure or possibly modest modifications or extensions of existing YCFCWCD canals.
- Sacramento River – Extend the Tehama Colusa Canal, which currently terminates near Dunnigan in northern Yolo County, southward to a new terminal reservoir at Bird Creek. Use the reservoir as a pumping forebay and convey CVP transfer water further southward in buried pipelines into (or near) the YCFCWCD service area. Provide the CVP water to existing YCFCWCD users and by exchange, deliver a equivalent amount of Cache Creek water to the City as described above. At the scale of serving the needs of the City only, this project would very likely be cost-prohibitive; however, the project could be expanded to serve lands in the Hungry Hollow area where groundwater is currently the only supply source and groundwater levels have been declining for several years. There are many options for configuring this conveyance centered on minimizing cost and maximizing benefits to enhance feasibility.

Task 4 Deliverable: A draft chapter or section in the project report describing the findings from the work described above.

Task 5 – Conduct Operations Analyses

Purpose: *Align City water demand patterns with water availability patterns for the most viable surface water sources to determine how much water could potentially be delivered.*

Task 5.1 – Develop Operations Models

Develop simple, spreadsheet-based models that operate on a monthly timestep to compare supply and demand patterns.

Task 5.2 – Scenario Analyses

Employ the models to test alternative supply-demand scenarios, test incremental conveyance capacities, and evaluate the need for system storage.

Task 5 Deliverable: A draft chapter or section in the project report describing the findings from the work described above.

Task 6 – Formulate Alternatives and Prepare Cost Estimates

Purpose: *Describe and rank the most promising surface water supply alternatives.*

Task 6.1 – Prepare narrative descriptions with supporting graphics to describe the most promising alternatives.

Task 6.2 – Prepare reconnaissance level cost estimates for the most promising alternatives.

Task 6.3 – Screen and rank alternatives to identify the most promising surface water supply option available to the City based on highest cost-effectiveness.

Task 6 Deliverable: A draft chapter or section in the project report describing the findings from the work described above.

Task 7 – Prepare Project Report

Purpose: *Document the work completed, conclusions reached, and recommendations for further work.*

Task 7.1 – Prepare Draft Feasibility Report

Task 7.2 – Prepare Final Feasibility Report

Task 7 Deliverable: Final Feasibility Report

Task 8 – Implementation Funding

Purpose: *Position the City to apply for implementation funding*

Task 8.1 – Assess alternative funding sources for implementation of the selected surface water supply alternative.

Task 8.2 – Using the information prepared for the final report, prepare modular (non-specific) materials designed to plug into possible future grant applications.

Task 8 Deliverable: Modular materials designed to plug into possible future grant applications.

Anticipated Budgets

The anticipated budgets of the Wastewater Study and Surface Water Study are presented in Tables 1 and 2 below, respectively. The budgets are stand-alone, meaning that each budget is sufficient to perform the work described in its scope. Labor has been budgeted for Davids and Balasek at \$228/hour, which is appreciably lower than their usual charge-out rates. These rates are offered to help the City to maximize the benefit of the grant funding. Support labor is budgeted at two rates, one for engineering support (\$188/hour) and another for other project support (\$108/hour). Actual labor classes and charges might differ from the budgeted costs in order to use the appropriate skill level for each task. However, all labor will be charged according to the standard 2024 Davids Engineering labor rate schedule shown in Table 3, and the total estimated project budgets will not be exceeded.

It is expected that appreciable cost efficiencies can be achieved by conducting the studies together. The main efficiencies would be as follows:

- Outreach – outreach costs can undoubtedly be reduced by if the projects are conducted together. **Cost savings estimated to be approximately \$15,000 to \$20,000.**
- Implementation Funding – While the projects have technical differences, the effort to investigate funding sources and position the City to acquire implementation funding is substantially duplicative. **Cost savings estimated to be approximately \$10,000 to \$15,000.**
- Legal – While the legal issues between projects are somewhat different, there are also common issues. **Cost savings estimated to be approximately \$15,000-\$20,000.**

We look forward to discussing these potential cost efficiencies with the City and exploring how the conserved budget could be used to enhance overall project effectiveness.

Table 1. Recycled Water Feasibility Study Anticipated Budget

Personnel/Cost Item -->		Dauids/ Balasek	Tech Support (Staff Engr I)	Assoc.Project Assistant	Labor Cost	Direct Expenses	Task Cost
Hourly Rate -->		\$228	\$188	\$108			
Task		Hours			Labor Cost	Direct Expenses	Task Cost
1	Outreach and Reporting	40	16	20			
2	Review & Summarize Existing Reports	64	32	8	\$21,472	\$0	\$21,472
3	Identify Recycled Water End Users	144	56	12	\$44,656	\$1,000	\$45,656
4	Implementation Funding	55	32	20	\$20,716	\$9,000	\$29,716
5	Prepare Project Report	48	68	40	\$28,048	\$500	\$28,548
Reserve	Legal Support by Others (if needed)					\$20,000	\$20,000
Reserve	City/YSGA Admin Cost					\$15,000	\$15,000
Total		351	204	100	\$129,180	\$70,500	\$199,680

Table 2. Surface Water Feasibility Study Anticipated Budget

Personnel/Cost Item -->		Dauids/ Balasek	Tech Support (Staff Engr I)	Assoc.Project Assistant	Labor Cost	Direct Expenses	Task Cost
Hourly Rate -->		\$228	\$188	\$108			
Task		Hours			Labor Cost	Direct Expenses	Task Cost
1	Outreach and Reporting	40	16	20			
2	Characterize City Water Demands	40	64	6	\$21,800	\$0	\$21,800
3	Describe SW Source Access Mechanisms	104	40	12	\$32,528	\$500	\$33,028
4	Characterize SW Availability and Conveyance Options	68	96	8	\$34,416	\$0	\$34,416
5	Conduct Operations Analyses	40	160	8	\$40,064	\$0	\$40,064
6	Formulate Alternatives and Prepare Cost Estimates	120	320	24	\$90,112	\$0	\$90,112
7	Prepare Project Report	80	48	64	\$34,176	\$0	\$34,176
8	Implementation Funding	64	40	24	\$24,704	\$0	\$24,704
Reserve	Legal Support by Others (if needed)					\$30,000	\$30,000
Reserve	City/YSGA Admin Cost					\$32,000	\$32,000
Total		556	784	166	\$292,088	\$87,500	\$379,588

Table 3. 2024 Davids Engineering Rate Schedule

2024 Rate Schedule

Labor Rates (Effective January 1, 2024)

Labor Classification	Hourly Rate ¹	Labor Classification	Hourly Rate ¹
Engineering Team		Technical Team	
Senior Principal Engineer	\$262	Supervising Technician	\$174
Principal Engineer	\$249	Senior Technician	\$160
Supervising Engineer	\$228	Associate Technician II	\$152
Senior Engineer	\$209	Associate Technician I	\$144
Associate Engineer II	\$199	Staff Technician II	\$134
Associate Engineer I	\$188	Staff Technician I	\$125
Staff Engineer II	\$176	Assistant Technician II	\$106
Staff Engineer I	\$163	Assistant Technician I	\$93
Assistant Engineer II	\$139	Intern Team	
Assistant Engineer I	\$121	Intern II	\$79
Specialist Team ²		Intern I	\$54
Supervising Specialist	\$205	Client Intern ³	\$36
Senior Specialist	\$188	Support Team	
Associate Specialist II	\$179	Senior Project Assistant	\$120
Associate Specialist I	\$169	Associate Project Assistant	\$108
Staff Specialist II	\$158	Staff Project Assistant	\$94
Staff Specialist I	\$147	Other	
Assistant Specialist II	\$125	Expert Witness	Market Rate ⁴
Assistant Specialist I	\$109	Strategic Advisor	Market Rate ⁴
		Communications Specialist	\$150
		Client Requested Extended Hours ⁵	Labor Rate x 150%

Vehicle, Equipment, and Material Rates (Effective January 1, 2024)

Item	Rate ¹
Current IRS Mileage (\$ / mile)	\$0.655
Field Vehicle (4 x 4) (\$ / mile)	\$1.310
Meals (\$ / person / day)	\$60
Hotel (\$ / person / day)	\$150
SonTek RiverSurveyor (ADCP) (\$ / day)	\$300
EMLID Real Time Kinematic (RTK) Survey (\$ / day)	\$175
Fuji Portaflow Transit Time (\$ / day)	\$100
SonTek FlowTracker (ADV) (\$ / day)	\$110
Pressure Transducer (\$ / month)	\$80
Color Plotter (\$ / square foot)	\$8
Monitoring and control equipment and materials (\$ / item)	Unit Costs

Notes:

¹ Labor and equipment rates are subject to revision at the beginning of each calendar year.

² Specialist Team includes, but is not limited to, Controls Engineers, Data Scientists, Hydrologists/Hydrogeologists, etc.

³ DE team member working under direct client supervision.

⁴ Market rates subject to negotiation.

⁵ Client Requested hours are outside of Monday thru Friday 8-5 or holidays

Section 5 – Professional References

Note: professional references are provided in Section 3 in relation to relevant project experience. Please see Section 3.

Appendix A – Project Staff Resumes

Education

B.S., Agricultural
Engineering, California
Polytechnic University, San
Luis Obispo

Registration

Civil Engineer, CA
(No. C47199)

Agricultural Engineer, CA
(No. AG00431)

Years of Experience:

40+ Years

Distinguishing Qualifications

- Skilled at explaining complicated technical analyses and results related to management of surface water and groundwater supplies to a wide range of stakeholders.
- Specialized in the design and application of water budgets for agricultural lands, in many cases to generate time series of vertical fluxes between the land surface and underlying groundwater for purposes of groundwater modeling
- Familiar with the cultural and irrigation practices associated with most major crops in California, providing a realistic basis for simulating crop growth and irrigation applications, and quantifying the destination of residual applied water depending on irrigation methods and efficiency.

Summary

Mr. Davids has 40+ years of agricultural and irrigation engineering experience in California, several other western states, and overseas. For most of this time, his work has concentrated on assisting irrigation water suppliers and the irrigators they serve to strengthen their water management capacity through integrated water conservation and management planning, irrigation modernization, water conservation, and environmental stewardship initiatives. Technical aspects involved with this work include: integrated water resources planning; formulation of conjunctive surface water and groundwater management programs; water conservation and verification; facilities modernization; modeling and analysis of hydrologic systems from field scale to basin scale; assessing impacts of changing economic and regulatory conditions on agricultural water management; and assessing irrigation efficiency. Mr. Davids is intimately familiar with the wide range of inter-related technical, institutional, legal, and economic factors influencing water supplies, demands and management, with extensive project experience in the Sacramento, San Joaquin, Shasta, and Imperial Valleys of California and beyond.

Relevant Experience

Technical Services to Support SGMA Compliance. County of Colusa, CA. Manager of all technical aspects of the work, including delineating an “Area of Interest” where permanent crops have been expanding and groundwater levels have been declining for a period of more than 10 years. Defined a period of analysis from 1980 through 2015 for the water balance analysis. Prepared and presented results of the analysis to the County Board of Supervisors demonstrating that declining groundwater levels were due primarily to drought-related factors and less due to cropping pattern changes.

Colusa Subbasin Groundwater Sustainability Plan. Colusa Groundwater Authority and Glenn Groundwater Authority, CA. Mr. Davids served as Team Leader of a multi-firm and multi-disciplinary team of professionals assembled to prepare the Groundwater Sustainability Plan for the Colusa Subbasin, consistent with SGMA requirements. Mr. Davids worked under the direction of the CGA and GGA Program Managers and, together with lead technical staff, in close consultation with the CGA and GGA Technical Advisory Committees. Through this experience, Mr. Davids developed a detailed understanding of the Colusa Subbasin water budgets, trends, sustainability challenges, and projects and management actions available to achieve sustainable groundwater management. Additionally, Mr. Davids has positive working relationships with many landowners, water suppliers, and water managers in the Subbasin. Key technical support services were provided by ERA Economics, California State University Consensus and Collaboration Program, and West Yost Associates.

SGMA Data Collection and Analysis, County of Madera (acting contractually on behalf of GSAs in the Chowchilla and Madera Subbasins, respectively). Madera County, CA. Assisted in translating DWR GSP regulations into a checklist of data to be collected for purposes of preparing a GSP. Helped to shape conclusions drawn from the data gap analysis. Reviewed final reports and recommendations for high-priority data gap filling tasks.

Sustainable Groundwater Management Program Development. County of Colusa, Colusa, CA. Supervised all phases of this project aimed at laying the technical foundation to prepare GSPs in Colusa County according to DWR regulations. Technical elements of the projects included characterizing historical and future agricultural water use, assessing the adequacy of the County’s groundwater monitoring network and identifying monitoring gaps, and defining the requirements of and implementing critical initial elements of a groundwater data management system designed to meet to SGMA requirements.

Sustainable Groundwater Management Program Development. County of Glenn, Willows, CA. Supervised all phases of this project, aimed at laying the technical foundation to prepare GSPs in Glenn County according to DWR regulations. Technical elements of the projects include detailed review of available hydrogeologic data, evaluating third-party data management systems, preparing complete initial surface layer and groundwater system water budgets of the subbasins within the County, developing an initial hydrogeologic conceptual model (HCM) for the County, and comparing and evaluating existing groundwater model codes and calibrated models for

groundwater subbasins within the

possible use in supporting development of a GSP.

Groundwater Sustainability Agency Formation Support. Reclamation District No. 1004, Butte and Colusa Counties, CA. Mr. Davids supervised preparation of district mapping for purposes of Groundwater Sustainability Agency formation.

Feather River Regional Agricultural Water Management Plan. Northern California Water Association, Sacramento, CA. Provided senior review throughout this planning process to assess existing water use and to identify water conservation opportunities for each of the nine participating agricultural water suppliers comprising a total of 470,000 acres. Detailed water budgets were prepared for each supplier to serve as the basis to identify where, when and how water could be conserved and made available for other uses within the Feather River region.

Water Balance. Reclamation District No. 108, Colusa and Yolo Counties, CA. Mr. Davids has served as Principal-in-Charge and senior technical reviewer for the agricultural water balance project for RD108. Technical aspects of the project involved estimating agricultural applied water use and using a root zone water budget to estimate evapotranspiration (ET) of applied water and precipitation.

IID/MWD Water Conservation Program Verification. Imperial Irrigation District/Metropolitan Water District. Imperial, CA. Mr. Davids served as one of three consulting engineers invited to verify 105,000 acre-feet of annual water savings under the IID/MWD Water Conservation Program. The team of engineers worked independently under the general direction of a committee comprised of agency members to design and implement procedures to quantify the actual water conservation savings of a variety of system level and on-farm conservation measures, including: canal lining, regulating reservoirs, system automation, delivery flexibility, drip irrigation, and tailwater recovery.

Sacramento Valley Groundwater Assessment. Northern California Water Association, Sacramento, CA. With subcontractors West Yost Associates and Macaulay Water Resources, Davids Engineering led a comprehensive assessment of groundwater quantity and quality conditions at the height of the drought in 2014. The assessment was based on a compilation of existing information, including data extracted from the current version of C2VSim (R374). The main report was written as a call to action to draw attention to localized persistent groundwater level declines in certain areas within the valley. The main report was supported by an additional 80-page technical report.

Stony Creek Fan Feasibility Investigation and Groundwater Production Element. Stony Creek Fan Partners, Glenn County, CA. Mr. Davids served as lead consultant and project manager for a group of Sacramento Valley agricultural water suppliers known as the Stony Creek Fan (SCF) Partners, including Orland-Artois Water District, Glenn-Colusa Irrigation District and the Orland Unit Water Users Association. Mr. Davids managed the Conjunctive Water Management Feasibility Investigation and the Groundwater Production investigation. The Feasibility Investigation considered a wide range of facility and management options for enlarging reliable water supplies through coordinated use of surface water and groundwater. Under the Groundwater production element, the Partners are designing and constructing deep groundwater wells for purposes of testing the local deep aquifer. The Groundwater Production investigation involved design, construction and operation of five test-production wells for purposes of characterizing the properties of the deep (more than 750 feet below ground surface) aquifer known as the Lower Tuscan formation. Mr. Davids has handled the complex technical and administrative aspects of both project phases.

Groundwater Management Investigation. Dunnigan Water District, Dunnigan, CA. Mr. Davids served as project manager and principal engineer on this AB303 grant-funded project to assess sustainable groundwater yield in the Dunnigan Water District through a detailed assessment of historical land and water use. A detailed water balance model was developed to assess future land use, water demand and water supply availability scenarios, allowing the District to assess the vulnerability of groundwater resources to potential overdraft. This revealed the importance of limiting groundwater pumping through the importation of supplemental surface water supplies. The project involved public outreach and resulted in a robust District groundwater monitoring program and related data management system.

Yolo County IWFM IDC Parameter Development and Calibration, (under subcontract to West Yost Associates). Davis, CA. In collaboration with representatives from DWR, UC Davis, and West Yost, Davids Engineering reviewed the initial parameters in IDC and developed revised parameters to more accurately represent the application of irrigation water and the destinations of water applied but not consumed for crop ET.

Water Inventory and Analysis and Butte Basin Groundwater Model Update. County of Butte, CA. Reviewed analytic approach, data and results at key junctures during the project, and attended selected milestone meetings with the client.

Yuba Groundwater Model Phase 1 Development. Yuba Water Agency, Marysville, CA. Reviewed analytic results and presentation of results at key junctures during the project.

Yolo and Colusa Counties In-Lieu Groundwater Recharge Investigation. Reclamation District No. 108, Grimes, CA. Mr. Davids served as Principal-in-Charge and senior technical reviewer on this project to assess the potential for surface water transfers to and in-lieu recharge in Colusa County Water District and Dunnigan Water District. Mr. Davids assisted with conceptual development of the model used to predict water supply preferences of water users in both districts, based on cost and subject to supply limitations. The project revealed that significant potential exists to increase net recharge in the district service areas, thereby improving groundwater conditions.

Stream-Aquifer Data Collection Plan to Support Groundwater Management. Shasta Valley Resource Conservation District, Yreka, CA. Mr. Davids served as principal engineer and technical consultant on this project to assist the RCD in identifying and prioritizing data collection to characterize the nature of interactions between the Shasta River and adjoining and underlying groundwater systems. The plan serves as an ongoing basis for the RCD in applying for using grant funds to gradually improve its hydrologic monitoring program, all aimed at supporting development of sustainable groundwater management.

Little Shasta River and Shasta Springs Ranches Groundwater Investigations. California Department of Fish and Wildlife, Sacramento, CA. Mr. Davids served as principal engineer and senior reviewer for these investigations, both of which were components of comprehensive assessments of the potential to better manage surface water and groundwater resources to improve instream flow conditions for anadromous fish while sustaining traditional economic uses for irrigation of pastures and cattle production. The investigations included field monitoring to measure stream and spring flows, groundwater levels and well production and water quality and isotope analysis to prepare conceptual models of the groundwater systems, which served as the basis for developing water management strategies to achieve the dual goals described above.

Northern California Water Association, Feather River Regional Agricultural Water Management Plan. Mr. Davids served as principal engineer and technical reviewer of this project to develop detailed management plans for the 470,000 acre region, including expensive consultation with nine agricultural water suppliers, several refuge and wildlife area manager, and representatives of Butte County and the Department of Water resources. The plan culminated in the definition of approximate 30 water management improvement projects with an estimated capital cost of about \$85 million.

Resource Plan Water Supply and Water Transfer Element. Glenn Colusa Irrigation District, Willows, CA. Mr. Davids managed development of Glen Colusa Irrigation District's historical water balance, which serves as the technical foundation for assessing GCID's historical water operations and management, reviewing water management policy, evaluating water allocation decisions, and planning future infrastructure improvements. Development of the water balance began with an assessment of GCID's historical water operations data and related data management processes, discussions with GCID staff regarding system operation and maintenance practices, and inspection of water measurement and control facilities.

Near-Term and Long-Term Facilities Improvements. Deer Creek Irrigation District, Vina, CA. Mr. Davids assisted DCID in acquiring grant funds to investigate and implement certain facilities improvements aimed at reducing the District's irrigation diversions from Deer Creek during fish-sensitive periods. Under the near-term improvements project component, the District's main division structure was replaced and flow measurement was added to improve water control. Davids Engineering designed, bid and provided construction management of this modest project. Under the long-term improvements component, Davids Engineering has conducted field investigations to characterize system performance and formulated alternative water conservation programs involving different degrees of facilities modernization.

Gray Lodge Wildlife Area Water Conveyance Project. Biggs-West Gridley Water District, Gridley, CA. Mr. Davids served as the Biggs-West Gridley Water District technical representative on the Gray Lodge Wildlife Area Water Conveyance Project. The project involves planning, design and construction of various facility improvements valued at more than \$30 million to enable conveyance of additional water supplies to Gray Lodge as required under the Central Valley Project Improvement Act of 1992. Mr. Davids reviewed all aspects of the work performed by the Bureau of Reclamation's technical contractor, including: review of the project field data collection program and data quality control, research and establishment of appropriate design criteria, hydraulic (HEC-RAS) modeling of the District distribution system to assess the effects of conveying more water through the system, and evaluating the potential effects of canal and operational modifications on seepage. Mr. Davids introduced technical considerations into project planning and design that more fully and adequately described the project's effects on the District's system operation and maintenance programs. This revealed the need to make more extensive improvements to the District distribution system than were originally identified.

Time Series Evapotranspiration and Applied Water Estimates from Remote Sensing for Use in Estimating Groundwater Pumping and Recharge. Kaweah Delta Water Conservation District, Farmersville, CA. Mr. Davids provided senior review for a daily root zone water balance model for approximately 8,000 fields representing 300,000 acres in the southern San Joaquin Valley of California. The resulting refined estimates of groundwater extraction and recharge were incorporated in an existing groundwater model. Mr. Davids reviewed development and calibration of the statistical relationship between NDVI and basal crop coefficients. He also critiqued development of the overall approach, participated in client meetings and reviewed and edited all project documents.

Based on the information gathered, Mr. Davids developed the water balance structure, selected the period of record to be analyzed, and specified the water balance computation algorithms and sequence. The water balance model was calibrated through the adjustment of the deep percolation of applied water and canal seepage flow paths, so that calculated drain flows match historical records. This is one of the most complex water balances developed by Davids Engineering, featuring separate but linked sub-balances for the main canal, laterals and irrigated lands within ten operational areas, wildlife refuges, and surface drains. The water balance was prepared for the period 2001 through 2008 on a monthly time step.

Summary

Registrations:

Professional Geologist,
California, No. 6162

Certified Hydrogeologist,
California, No. 299

Education:

MS, Hydrogeology,
California State University,
Chico 1989

BA, Geology. University of
California, Santa Barbara, 1985

Experience:

2024-Present, QDS Consulting,
Inc. Principal/Owner

2016-2023, Wallace-Kuhl
Director of Environmental
Services
CEO 2019-2023

2009-2016, BSK Associates
Branch Manager/Senior
Hydrogeologist

1991-2009, Wallace-Kuhl
Director of Environmental
Services

1989 – 1991 Terrestrial Tech.
Senior Staff Hydrogeologist

Mr. Balasek will be a Davids Engineering temporary employee for the duration of the City of Winters projects. In his prior professional capacity, he has more than 36 years' experience providing geologic, hydrogeologic and environmental consulting to Western U.S. businesses and government agencies. His experience includes team development as well as project management of numerous soil and groundwater contamination investigations and remedial designs, water resource evaluations, and conjunctive use studies.

Additionally, Mr. Balasek has completed numerous landfill characterization and wastewater pond liner leak detection studies and provided detailed analysis to assist in consolidation and clean closure decision making.

Mr. Balasek is a Northern California native and obtained his degree in geological sciences from the University of California Santa Barbara in 1986. His Bachelor's degree was followed by a Master's of Science in Hydrogeology/Hydrology from California State University, Chico in 1989.

Mr. Balasek formerly headed the environmental department for Wallace-Kuhl & Associates, leading a group of 30 geologists, biologists and environmental scientists. In 2009 Mr. Balasek became the Sacramento Branch Manager/Senior Hydrogeologist for BSK Associates where he oversaw projects ranging from comprehensive site investigations that support real estate development and property reuse to environmental permitting and wetland delineation projects promoting ecological restoration.

In 2016, Mr. Balasek returned to Wallace Kuhl to direct the Environmental Services division and was appointed Chief Executive Officer of the 120-person firm in 2019. Mr. Balasek continued in this role following the sale of the company in December of 2020 until his retirement in 2023. In January of 2024, Mr. Balasek opened QDS Consulting, Inc. to provide specialized water supply and land use consultation.

In addition to the excitement and professional challenges of environmental consulting and team development, Mr. Balasek dedicates a tremendous amount of time toward community service. The following is a list of organizations Mr. Balasek has or is currently serving. As a result of these activities, Mr. Balasek has developed trusted relationships with many business and governmental leaders in Yolo, Sacramento, and Solano Counties.

- Yolo County Solid Waste Hearing Panel 1993-2000, Technical Member
- Water Resources Association of Yolo County 1998-2018, Board Alternate, Winters, Executive Committee Member and Treasurer
- Yolo Sustainable Groundwater Agency 2018-Present, Board Alternate, Winters and Executive Committee Member
- Winters Education Foundation 2009 – Present, Founding Member/President
- Winters Putah Creek Committee/Natural Resources Commission 2007-Present, Member and past Chair 2010-2023
- Solano Resource Conservation District 2010-Present, Board Chair
- Solano Groundwater Sustainability Agency 2018-Present, Board Member

Representative Project Experience

Putah Creek Park North Bank Improvement Project. The North Bank Improvement Project stemmed from a federal appropriation of 2 million dollars to enhance the Solano County Transportation Department's automobile bridge replacement at the City of Winters. The project funds are administered by **CalTrans** so extensive coordination with this agency regarding project description and permitting has been a substantial portion of this project. The project was developed by the City of Winters. Mr.

Balasek and his team were initially tasked with obtaining the biological opinion for mitigation as it related to disturbance of Valley Elderberry shrubs. Instead of purchasing mitigation credits from a Service-approved mitigation bank, Mr. Balasek and his staff devised a unique plan to develop a small on-site mitigation area within the Winters Putah Creek Nature Park. If approved, the mitigation area will provide enough mitigation credits to offset the Solano County Bridge project, the north bank improvement project and a proposed pedestrian bridge. Money will be set aside for maintenance of the mitigation area in perpetuity but will enable the project proponents to mitigate habitat damage locally and keep local control of the money. To develop this plan, Mr. Balasek and his team developed the financial model to predict the amount of money required to establish a non-wasting endowment. This model was submitted to USFWS and is undergoing review. U.S. Representative Mike Thompson and his staff are involved in the project and are assisting with negotiations with USFWS. *Winters Putah Creek Park Revised Master Plan CEQA Support- Winters, California*

Mr. Balasek and his team prepared the Initial Study/Mitigated Negative Declaration (IS/MND) based on the revised master plan for Winters Putah Creek Park. This document was compiled in advance of implementing several projects outlined in the park master plan. The document was reviewed by the Winters City Council and adopted by the Winters planning commission without comment by the trustee agencies and with only one comment from the public. The document framed the foundation for environmental permitting for all of the following restoration-related projects.

Percolation Dam Removal – Winters, CA. Mr. Balasek and his staff were originally tasked with assisting the Putah Creek Stream keeper with developing scope and budget proposals in an effort to win competitive grants for Putah Creek. After receiving the grant award of approximately \$400,000, Mr. Balasek's team of scientists were tasked with the preparation of state and local permitting for the removal of an old damaged percolation dam in Putah Creek. In addition to the underlying CEQA document, permits included the Biological Assessment (BA) used to develop the US Fish and Wildlife Service (USFWS) Biological Opinion (BO) which supported the U.S. Army Corp of Engineers (ACOE) Nationwide 27 permit and the State Water Resources Control Board (SWRCB) Water Quality Certification (401). In addition, Mr. Balasek and his team prepared the Storm Water Protection Plan and conducted mitigation monitoring during construction and post construction underwater inspection of the dam site to ensure removal of all concrete and steel reinforcement debris.

Putah Creek Channel Realignment Project – Winters, CA. Mr. Balasek worked alongside the Putah Creek Stream Keeper, Technical experts from UC Davis and the Putah Creek Park Committee to develop grant proposals to complete a multi-phase restoration of Putah Creek through the City of Winters. Mr. Balasek and his team developed USFWS, ACOE, Department of Fish and Game and SWRCB permits in advance of mass grading of over 1 mile of Putah Creek. The project involved a detailed wetland delineation, HEC modeling of the ordinary high water mark to determine jurisdictional boundaries of the project and on site storm water monitoring during construction. The project was a massive undertaking in that activity was restricted to a time window from August 15 to October 15. The project required installation of a coffer dam and diversion of the entire stream flow around the work site. In addition, approximately 100,000 cubic yards of material was excavated, and placed as the low-flow channel was reduced and flood plains were lowered. Mr. Balasek's team provided a variety of project management tasks such as assisting with the preparation of the contractor prequalification and bid documents, communication with permitting agencies and field negotiations with land owners.

Bay Delta Water Policy Advisory – North Delta Water Agencies. Mr. Balasek and his team provide water policy consultation to a group of delta reclamation districts as they move to protect historic agricultural land from designation as delta conveyance mitigation land. This project involves close work with water law experts, attendance at numerous State-sponsored meetings on Delta planning and a comprehensive tracking of State water policy. Mr. Balasek's team works in tandem with water attorneys to develop white papers addressing various technical and political aspects associated with legislative proposals. Because of the complex and contentious nature of the State water legislation, much of this work is conducted in a highly confidential setting.

Cache Creek Regional General Permit – Yolo County, CA. Mr. Balasek and his team have been tasked with reapplying to the U.S. Army Corps of Engineers for a regional general permit to enable aggregate producers along Cache Creek to conduct periodic repairs to stream banks without a lengthy permitting process. The permit was held by Yolo County but allowed to expire in 2008. Permit preparation tasks include LiDAR data processing, GIS manipulation and extensive facilitation with USACE and Yolo County Staff.

Putah Creek Regional General Permit. Mr. Balasek and his team work closely with the Putah Creek Stream Keeper to prepare a U.S. Army Corps of Engineers Permit that will encompass all of the restoration work on lower Putah Creek (Monticello Dam to the Yolo Bypass). This project is just beginning but involves interests in the Vic Fazio Wildlife Area, SCWA, the Putah Creek Council.

Yolo Ranch Agricultural Landfill Remediation, Yolo County, CA. Provided project management and oversight during landfill excavation and remediation. This project involved careful coordination with regulatory personnel from the Illegal Abandoned Landfill Group at the former California Integrated Waste Management Board to remove and/or encapsulate a wide range of ag-

related waste in the Yolo ByPass. The work involved remediation and subsequent site closure of an agricultural landfill adjacent to sensitive natural habitats. This work was done as part of a property transaction and demonstrated creative problem solving that included an on-site solution which saved the client tens of thousands of dollars.

Winters Landfill Post-Closure Monitoring and Permitting, Winter, CA. Provided project management and oversight for years of semi-annual groundwater monitoring of the closed Winters Landfill. Worked with City Manager and Staff to negotiate Waste Discharge Requirements for the Landfill when monitoring revealed potential impacts to groundwater quality beneath the landfill.

Aggregate mine Expansion, Yolo County, CA. Mr. Balasek and his team prepared hydrogeologic and geotechnical reports in support of an Environmental Impact Report (EIR) prepared by Yolo County consultants on behalf of the project proponent. This work involved identifying all monitoring, irrigation and municipal supply wells and reviewing all published geologic and hydrogeologic reports for the area. In addition, Mr. Balasek's team completed the slope stability analysis and related seismic response modeling. The groundwater elevations were used to set slope breaks for active mining and for the approved reclamation plan. The work resulted in a successful completion of the CEQA document and submittal of the mining application.

Tuscan Ridge Camp Fire Base Camp Wastewater Pond Construction, Butte County. Immediately following the November 8, 2018 Camp Fire in Paradise, California, Mr. Balasek worked for a large nearby landowner to prepare his property for an operational base camp for all the fire debris removal crews. The base camp was essentially a small town, build in a matter of weeks and designed for approximately 1700 people. Mr. Balasek and his team were tasked with sizing wastewater ponds for the facility. The pond design capacity was just under 50 acre feet and had to be excavated out of solid rock. The base camp and ponds operated for approximately 7 months. Once fire cleanup was complete, the property owner again tasked Mr. Balasek and his team to re-size the ponds and dispersal areas for a proposed residential subdivision. The project is currently under review by Butte County.

Ducks Unlimited Rice Flooding Study, Glenn Colusa Irrigation District. In 1993 and 1994 Mr. Balasek managed a water analysis project to study the logistics and water availability for flooding thousands of acres of rice fields following harvest. The study was sponsored by the conservation organization Ducks Unlimited and helped to support flooding of rice fields as an alternative to stubble burning. This was one of the early studies that led to wide-spread modifications to agricultural practices in the northern Sacramento Valley. In addition to dramatic air quality improvements in the northern Sacramento Valley, the early flooding of rice fields has been found to promote invertebrate population growth which, in turn, accelerates the degradation of the rice stubble left in the fields and enhances a protein rich food source for migratory waterfowl.

Cache Creek Aggregate, Yolo County, CA. Mr. Balasek provided hydrogeologic research and evaluations for potential new aggregate mining resources. The project involved assessing the depth and breadth of off-stream aggregates. Additionally, in support of an Environmental Impact Report (EIR) for the site, he provided an assessment of groundwater conditions. This phase of the project involved drilling monitoring wells and testing the water for water quality standards and potential contaminants. These constituent concentrations were used as a baseline to record the state of water quality prior to occupation and operations.

RC Collet, Cache Creek Capay Facility. Mr. Balasek conducted the base-line hydrogeological analysis used to support the mining permit application for a large aggregate recovery operation adjacent to Cache Creek in Yolo County, California. The hydrogeologic analysis included design and installation of a groundwater monitoring well network to establish base-line water quality and to evaluate long-term effects of mining on both water quality and quantity. Mr. Balasek was also responsible for completing a comprehensive review of published materials related to the area groundwater conditions and establishing scientifically defensible projections of future groundwater elevations. These projections were used by the mining plan engineer to model slope stability and to create interim and final mining slope designs.

Granite Construction Co. Capay Aggregate Facility, Yolo County, CA. When the RC Collet site was purchased by Granite Construction, Mr. Balasek's initial work was used as the basis for a permit expansion by the new owner. Under the new owner, the initial hydrogeologic and Slope Stability work was put to the test as mining operations started. Mr. Balasek and team members conducted regular groundwater monitoring and on-call slope stability evaluations. This project required a close working relationship with County and State regulatory staff, data management and regular analysis and reporting of ground water data.

Aggregate mine Expansion, Yolo County CA. Mr. Balasek and his team prepared hydrogeologic and geotechnical reports in support of an Environmental Impact Report (EIR) prepared by Yolo County consultants on behalf of the project proponent. This work involved identifying all monitoring, irrigation and municipal supply wells and reviewing all published geologic and hydrogeologic reports for the area. In addition, Mr. Balasek's team completed the slope stability analysis and related seismic response modeling. The groundwater elevations were used to set slope breaks for active mining and for the approved reclamation plan. The work resulted in a successful completion of the CEQA document and submittal of the mining application.

Dave Ceppos, Facilitator / Public Engagement Specialist

Years of Experience

Total: 39 years

Discipline/Specialty

Facilitation/Mediation
Public Participation
Organizational Development
Public Policy
Natural Resources Planning

Education

Advanced Mediation Program,
Pepperdine University, 2000

Introductory and Advanced Risk
Communication, Berkeley and
Columbia Universities, 1994-
1995

Public Outreach, Facilitation, and
Dispute Resolution, Emory
University/Carter Center,
1989-1992

Post-Baccalaureate Research,
Environmentally Related
Behavior, University of
Florida, Gainesville, 1985

B.L.A. Landscape Architecture,
University of Florida,
Gainesville, 1985

Geographic Experience

California
Nevada
Oregon
Georgia
Florida
Washington, DC

Professional Affiliation(s)

Association for Conflict
Resolution
Society of Wetland Scientists
Water Environment Federation
Board of Directors – California
Groundwater Resources
Association

Summary of Experience

Dave Ceppos has a comprehensive background developing consensus based, stakeholder-driven, resource management processes. He specializes in water policy and natural resources facilitation, mediation, and strategic planning. He additionally has considerable management of public outreach and engagement processes, and field experience in watershed planning, ecological assessment, hydrology, hazardous waste management, and habitat restoration.

Example Water Policy Engagement Experience

DWR / SWRCB - Sustainable Groundwater Management Act

Client: California Department of Water Resources (DWR). Role: Program Manager / Managing Senior Mediator. Summary: Advisor to and at the request of the Governor's office regarding governance components of the legislation. Worked as a senior advisor and member of the DWR SGMA Program Team. Coordinated and designed DWR's Local Assistance Program to provide in-kind facilitation support to emergent Groundwater Sustainability Agencies (GSA) throughout. Advisor on outreach and engagement plans for 35 Basins/Subbasins statewide including Yolo, Colusa and Glenn.

Laguna de Santa Rosa Watershed, Total Phosphorus Blue Ribbon Panel

Client – City of Santa Rosa, Project Manager / Lead Mediator / Facilitator. The main task of the Blue-Ribbon Panel (BRP) was to identify a set of principles and a framework to support watershed-oriented, cost-effective mitigation measures in response to the City's existing nutrient water quality limits related to Total Phosphorus (TP) discharges from the Laguna Treatment Plant. Mr. Ceppos was hired to design the BRP process and then facilitate mutually supported outcomes of the 7-member panel. The panel completed their work in 3 meetings with a consensus set of recommendations.

Delta Methylmercury TMDL Collaborative Stakeholder Process

Client: Central Valley Regional Water Quality Control Board (Board). Location: Central Valley of California. Role: Project Manager/Senior Facilitator. The methylmercury (MeHg) TMDL was a controversial effort to establish the TMDL for MeHg. This effort was characterized by polarized relationships between Board staff and affected stakeholders throughout the Delta / North Central Valley region for over a decade. The TMDL had significant implications to subsistence anglers regarding intended improvements to fish tissue bioaccumulation of MeHg, and to managers of agricultural lands and wetlands which are believed to be responsible for MeHg production and transport.

Upper Truckee River TMDL Collaborative Stakeholder Process

Client: Lahontan RWQCB (Lahontan). Location: Upper Truckee River, Lake Tahoe and Northern California. Role: Project Manager/Senior Mediator. Summary: Mr. Ceppos facilitated this community-based process with Lahontan and stakeholders of the Upper Truckee River, the goal of which was to agree upon standards for sediment TMDLs in the watershed and implement strategies to improve water quality in the watershed. A Planning Committee of the USFS, Desert Research Institute, Truckee River Watershed Council, and others was convened to direct stakeholder engagement.

North San Francisco Bay Selenium TMDL Collaborative Stakeholder Process

Client: San Francisco Bay RWQCB. Location: San Francisco Bay, CA . Role: Project Manager/Senior Mediator. Summary: The selenium TMDL was co-funded by the Western States Petroleum Association (WSPA) to expedite and address selenium loading decisions in the northern reach of San Francisco Bay and to avoid complications between regulatory enforcement discrepancies between this TMDL and existing National Pollutant Discharge Elimination System permits. The project was a quasi-third party TMDL approach. Process included a comprehensive stakeholder assessment and the convening of a stakeholder advisory committee and technical support committee in the context of CEQA requirements.

San Francisco Bay Nutrient Management Strategy

Client: San Francisco Bay RWQCB. Location: San Francisco Bay, CA . Role: Senior Advisor/Managing Senior Mediator. Summary: Senior advisor to the Regional Board, the Bay Area Clean Water Agencies association, State and federal agencies, local jurisdictions, and similar in the development and governance of the comprehensive technical analysis and ecological impacts assessment process for nutrient loading in the Bay.

Central Valley Irrigated Lands Regulatory Program (ILRP)

Client: Central Valley Regional Water Quality Control Board (RWQCB). Location: Central Valley California. Role: Project Manager/Managing Senior Mediator for multi-party, stakeholder process to design the compliance stage of the Central Valley ILRP. Summary: Mr. Ceppos facilitated and mediated the main stakeholder advisory group and several commodities-based and watershed-based caucuses on technical water quality. He also designed and managed public outreach activities including direct interaction with watershed –based water quality coalitions and environmental advocates throughout the Central Valley. He prepared media information, web-based content, and public notices of project events. Mr. Ceppos oversaw the design and delivery of several public meetings about the ILRP.

Process Water Food Safety Expert Panel

Client: Central Valley Regional Water Quality Control Board. Mediator and facilitator for the panel. The group was convened as a collection of toxicological experts from State and Federal agencies and agricultural industry representatives to develop sampling protocols and assess data outcomes regarding the safety or lack thereof of crops in Kern County that are irrigated with petroleum production water that is used in the Kern Oil fields and then tertiary treated and blended prior to field application. The project has set immediate expectations and requirements for the current produced water use practices and is expected to inform long range State policy on similar.

Delta Regional Monitoring Program (RMP)

Client: Multiple. Location: Sacramento and San Joaquin Rivers Delta / Sacramento Region. Role: Program Manager / Managing Senior Mediator. Led a team of staff to reconcile and improve, long standing programmatic deficiencies. Lead facilitator for the Technical Advisory Committee, Leadership Coordinating Committee, Steering Committee, and Governance Subcommittee. Provided governance subject matter expertise as the RMP revised its organizational structure from an MOU based organization to a 501(c)(3) nonprofit status. Oversaw a team of staff facilitating five other subcommittees.

Education

Ph.D., Civil Engineering,
Water Management, Delft
University of Technology,
Delft, Netherlands

M.S., Hydrology and
Hydrogeology, Graduation
with Distinction, California
State University, Chico, CA,
USA

B.Sc., General Engineering,
California Polytechnic State
University, San Luis Obispo,
CA, USA

Registration

Civil Engineer, CA
No. C75656

Years of Experience:

15+ Years

Distinguishing Qualifications

- Innovative methods for measurement and data management of hydrologic fluxes (e.g., remote sensing and citizen science)
- Stakeholder capacity building and communication of complex materials to diverse audiences
- Hydrologic data analytics, database development, quality control, and visualization

Summary

Dr. Davids's keenness for water resources and food production blossomed amongst the vast agricultural lands of California's Great Central Valley and pristine streams of the Sierra Nevada Mountains. His educational background, broad consulting experience, and dedication to the development of human resources from diverse backgrounds demonstrate his commitment to improved and sustainable management of the Earth's limited natural resources through appropriate applications of engineering and technology, education, and research. Dr. Davids is a licensed Professional Engineer (PE) in the State of California, and has a Ph.D. in Civil Engineering (Water Management) from Delft University of Technology, an M.Sc. from California State University Chico in Geosciences and Hydrogeology, and a B.Sc. in General Engineering from California State University San Luis Obispo. His interest and experience focus on how sustainable management of water, energy, and food are supported by innovative sources of data (e.g., low-cost sensors, remote sensing, citizen science), education, integrated systems thinking, modeling tools, social engagement, storytelling, and outreach. He has consulted for a variety of water managers and suppliers (local, state, and federal) in all the major irrigated regions of California, including the Imperial, San Joaquin, Sacramento, and Shasta Valleys. Dr. Davids also consults for the UN Food and Agriculture Organization (FAO) in Afghanistan, Myanmar, and China, along with various clients in Nepal, Ghana, Thailand, and the Netherlands. He has managed diverse international teams and large projects, including the design, installation, calibration, and maintenance of several large flow measurement and data acquisition networks in the US and abroad.

Relevant Experience

Madera County Groundwater Sustainability Agency Allocation Program Implementation Support. Madera County GSA, Madera County, CA. In 2017, Davids Engineering (DE) was contracted to specify, install, and certify flow measurement devices at the Dos Rios Ranch in the Sutter Bypass in order to comply with Senate Bill 88 (SB88). Following the successful deployment of flow meters at Dos Rios, DE was subsequently contracted to perform an analysis of irrigation on the ranch to support crop planning. This analysis used a combination of ranch irrigation flow records, pump and infrastructure information, irrigation practices, past cropping details, ranch soil type data, Sacramento River water levels, and DWR projected water year types to develop an estimate of irrigation efficiency and a projection of irrigation supply constraints to support crop planning. DE initially performed the analysis using 2018 data to support 2019 crop planning and later updated and improved the analysis for the 2020 planting season. The final project deliverable was a written summary of the results and analysis and development of a tool that can be used to estimate the crop water use and available supply flow for any projected water year type and can be easily updated with additional flow and planting records to continue refining estimates of irrigation efficiency. In order to complete the flow meter installation and certification and the following analysis of ranch irrigation, DE coordinated with ranch managers and irrigators and became familiar with existing ranch infrastructure, practices, and challenges. Dr. Davids developed accounting methodology, implementation logic, and data collection and management protocols and procedures in coordination with County staff to administer Madera County's groundwater allocation resolutions. This work included the conceptual development and Python coding for monthly groundwater allocation reports including tabular summaries, mapping, and data visualizations (e.g., histograms). Dr. Davids worked with a team of remote sensing experts (IrriWatch) to develop an online platform for growers to view and interact with crop evapotranspiration data and groundwater allocations. Dr. Davids supervised the creation of a Django PostGIS web-based database allowing the Madera GSAs real-time concurrent access to

a central repository of data about their growers, parcels, fields, crops, wells, etc. Dr. Davids also led the development of a mobile data collection platform that enables growers to submit flowmeter readings from their smartphones, including GPS coordinates, text and numerical entries, and photographs. The data collection platform also facilitates concurrent review from County staff of the submitted flowmeter readings and keeps an auditable record of all corrections made to the grower-supplied data. The data collection platform also includes a map-based interface for viewing single grower submissions, or an aggregation of submissions over time from a single site. Finally, data can be exported from the platform to Excel. In addition to grower-supplied flowmeter readings, the

Madera County GSAs use the data collection platform to collect, view, and store other field data including inspections of fallowed fields and on-site evaluations of flowmeters.

Water Accounting Training and Implementation. Food and Agriculture Organization of the United Nations (UN-FAO). Afghanistan and Myanmar. Dr. Davids served as the development team member for open-source pixel based water balance software called Scalable Water balances from Earth Observations (SWEO). Additionally, Dr. Davids was the lead author for the development of comprehensive curricula for water accounting training including packages on: the water cycle; water balances; agricultural water use; environmental data acquisition; spatial and temporal domains; fluxes and changes in storage; geographical information systems (GIS); remote sensing (RS); hydrological modeling; green, blue, and grey water; crop physiology and transpiration processes; crop yields; consumptive vs. non-consumptive water uses; water productivity; climate change; Water Accounting Plus (WA+); interpretation of WA+ fact sheets; UN sustainable development goals; and development of appropriate water sector intervention packages. This included leading a diverse teaching team of international specialists from the Netherlands, Nepal, Thailand, UK, Afghanistan, the US, and the UAE. Water accounting training packages were implemented via an eight series training for 30 water resources specialists from three different Afghan water related ministries and a three series training for 25 water managers and researchers in Myanmar.

Buena Vista Water Storage District Historical Irrigation Water Demand Analysis. Downey Brand, Kern County, CA. Dr. Davids led the analysis of historical (i.e., 1885 through 2019) land use and associated consumptive water use within the current Buena Vista Water Storage District (BVWSD) service area. Dr. Davids developed Python code to perform a pixel-based analysis of consumptive use. This included creation of a PRISM-based reference evapotranspiration (ET_o) time series from pixel-based temperature and relative humidity data spanning from 1895 through 2019. Dr. Davids testified before the Administrative Hearings Office (AHO) of the California State Water Resources Control Board.

Teaching Spatial Hydrology, Irrigation, GIS and Remote Sensing, and Water Resources Engineering. California State University, Chico, Butte County, CA. Dr. Davids served as an assistant professor for three years, and is currently an adjunct professor, with the California State University, Chico. During his time at Chico State, Dr. Davids developed new curriculum and taught courses on Spatial Hydrology (CIVL 564), Water Resources Engineering (CIVL 461), GPS and GIS in Agriculture and Natural Resource Management (AGET 340), and Irrigation (AGET 360). During this time, he also continued research on the applications of citizen science in water resources management and agriculture. Dr. Davids secured \$1 million in funding from the U.S. Bureau of Reclamation (USBR) for the Irrigation Training Facility at the California State University, Chico Farm, and two grants from the California Agricultural Research Initiative (ARI) related to monitoring of the soil-plant-water-atmosphere continuum and using videos to measure surface flows in stream and canals.

Idled Rice Habitat Evapotranspiration (ET) Study. The Nature Conservancy, Yolo and Colusa Counties, CA. Dr. Davids led the implementation of eddy covariance (EC) and remote sensing methods for quantifying incremental evapotranspiration from brief shallow flooding of fallowed rice fields. This included the comparison of evapotranspiration results from eddy covariance measurements, simplified surface renewal, and remote sensing to determine strengths and weaknesses of each approach. Dr. Davids developed recommendations to the California Department of Water Resources (DWR) for policies on transferable water for re-flooded rice fields.

Flow Measurement Improvement Project. Reclamation District No. 108, Colusa County, CA. Since 2008, Dr. Davids has worked with Reclamation District No. 108 to improve their flow measurement, data management, and decision support systems. This work has included drain pump calibrations, testing of alternative turnout flow measurement options, training of water system operators, database development, and development of a wireless acoustic doppler flow measurement device. Dr. Davids led the pilot testing of alternative measurement methods that were potentially capable of achieving heightening regulatory standards, including: existing orifice gates, weirs set in precast boxes, and a recently introduced portable acoustic Doppler flow measurement device. The pilot program included (1) customization of the portable measurement device for District needs, (2) selection and inventory of a test reach, (3) calibration of upstream and downstream measurement devices, (4) development of an automated data transfer process and (5) development of a Water Information System for water accounting and billing.

Flow Measurement Plan Development and Implementation., South San Joaquin Irrigation District, San Joaquin County, CA. Dr. Davids supported the development and implementation of a Flow Measurement Plan (Plan) for the South San Joaquin Irrigation District (SSJID). The goals of the Plan are (1) to provide cost-effective service to customers; (2) generate improved operational records for planning and analysis, and; (3) comply with recently passed California legislation (SBx7-7). As part of this effort, Dr. Davids has designed a range of flow measurement methodologies and site improvements for SSJID involving standard critical depth structures (e.g. flumes and weirs) and acoustic Doppler flow measurement devices. Dr. Davids also participated in the field testing of acoustic Doppler devices.

Drain and Turnout Flow Measurement. Glenn-Colusa Irrigation District, Glenn and Colusa Counties, CA. Dr. Davids designed flow measurement methodology and improvement plans for 12 drain flow measurement sites around the low gradient borders of Glenn-Colusa Irrigation District. Key tasks included selecting appropriate measurement sites, performing detailed hydraulic calculations necessary for the design of the various flow measurement structures, creating conceptual designs, and developing specifications for measurement equipment and materials needed at the various measurement sites.

Turnout Flow Measurement Program Piloting and Implementation. Glenn-Colusa Irrigation District, Princeton-Codora-Glenn Irrigation District, Provident Irrigation District, Sutter Mutual Water Company, South Sutter Water District, Reclamation District 1004, Richvale Irrigation District, Biggs-West Gridley Water District, and Western Canal Water District, Reclamation District No. 108, Glenn, Yolo, Colusa, Butte, and Sacramento Counties, CA. Dr. Davids led the development, piloting, implementation of an innovative turnout flow measurement solution for the irrigation which is now in use on nearly 400,000 acres. Dr. Davids has conducted various training sessions with district operators in the basics of open channel flow measurement, critical flow devices, and hydroacoustics. For each district, Dr. Davids has inventoried district distribution systems, established standardized naming conventions, pilot tested alternative measurement devices, selected preferred measurement alternatives, and developed custom database applications for quality controlling and managing turnout flow data.

Groundwater Monitoring. Reclamation District No. 1004, Butte and Colusa Counties, CA. Dr. Davids worked with RD1004 to collect the necessary groundwater level and quality data to administer groundwater substitution transfers as part of the Department of Water Resources Drought Water Bank. Tasks included regular monitoring, data management, and quality control.

Stream and Canal Flow Measurement Improvements and Environmental Data Acquisition. Shasta County, CA. Over the last 15 years, Dr. Davids has designed, installed, commissioned, and maintained dozens of flow monitoring stations in natural and man-made channels in the Shasta Valley. The flow monitoring stations have employed a range of technologies from low cost solutions like using temperature to monitor the operation of wells, to higher cost hydroacoustic technologies for measuring water velocities directly. Dr. Davids has also employed a variety of techniques to characterize stream-aquifer interactions. Dr. Davids has been involved in hydrogeologic quality investigations looking at stable isotopes and bulk chemical constituents. Stable isotopes of oxygen were used to delineate apparent recharge elevations. Samples were also plotted on the meteoric water line to determine water rock interactions and degree of re-evaporation.

Measurement Improvement Plan Development and Implementation. Yuba Water Agency, Yuba County, CA. In 2013, The Yuba Water Agency (YWA) developed an agricultural water management plan (AWMP) in 2012 as required by the Water Conservation Act of 2009. As part of the larger AWMP effort, Dr. Davids led the development of a Measurement Improvement Plan to improve customer delivery measurement and quantification of key boundary inflows and outflows. Development of the Measurement Improvement Plan included an inventory and inspection of existing open channel and pipe flow measurement sites, in-situ verification measurements to assess existing measurement site accuracy, in addition to development of designs and cost estimates for improvements required to ensure that YCWA is compliant with the Agricultural Water Measurement Regulation (CCR §597). Part of the implementation included the construction of two concrete lined sections. Dr. Davids led the design, bidding, and construction management process.

Orland Project Regulating Reservoir Construction. Orland Unit Water Users' Association, Glenn County, CA. Dr. Davids assisted with the design, plan preparation and construction management of a 49 acre-foot regulating reservoir for the Orland Unit Water Users' Association. Dr. Davids compared historical rating curves for a Parshall flume and sharp crested weir with spot flow measurements to validate device accuracy. Dr. Davids performed numerous structure and canal cross section and profile surveys used to design long crested weir and overshot flume gate upgrades to existing check structures. Dr. Davids created 3-D digital terrain models of both the existing and proposed ground surfaces to quantify grading quantities and prepare project cost estimates.

West Adams Conveyance Feasibility Analysis. Yolo County Flood Control and Water Conservation District, Yolo County, CA. Dr. Davids served as the lead data collection specialist in the development of a HEC-RAS calibration data set on the West Adams Canal towards the southern portion of the Yolo County Flood Control and Water Conservation District (YCFWCWD). Davids Engineering was tasked to determine the feasibility of using the West Adams Canal as a conveyance alternative for water to the cooperative Woodland-Davis water treatment facility. This included the development and calibration of a HEC-RAS hydraulic model of the canal to evaluate existing capacity and identify "choke points" and other areas requiring civil improvements. Calibration data collected included water levels, structure dimensions, and flows collected with state-of-the-art hydroacoustic instrumentation.

California State University, Chico, Butte County, CA. Dr. Davids is the Principal Investigator of a U.S. Bureau of Reclamation (USBR) grant at the Irrigation Training Facility (ITF) at the California State University, Chico Farm. Dr. Davids is an Assistant Professor of Water Resources and Agricultural Engineering at California State University, Chico. Dr. Davids teaches classes in both the Department of Civil Engineering and the College of Agriculture. Dr. Davids teaches: GPS and GIS in Agriculture and Natural Resource Management; Irrigation; Water Resources Engineering; and Hydrology and Open Channel Hydraulics. Dr. Davids continues to research the applications of innovative sources of data (e.g. citizen science and remote sensing) in water resources management and agriculture.

Orifice Gate Coefficient Analysis. Imperial Irrigation District, Imperial County, CA. Colorado River water has transformed the Imperial Valley landscape from a barren desert to one of the most agriculturally productive regions in the country. Dr. Davids developed the flow verification methodology for a study aimed at aiding in the verification of historical water use records. Dr. Davids provided training and oversight for field personnel tasked with the collection of verification flow measurement data. The effort was part of a larger project involving the 2003 Quantification Settlement Agreement.

SCADA System Development and Implementation. Joint Water District Board, Butte and Sutter Counties, CA. Dr. Davids led the development and implementation of Supervisory Control and Data Acquisition (SCADA) system for the Joint Water District Board. The SCADA uses MODBUS RTU communication protocols between a central ClearSCADA server and the remote sites. The

system is comprised of seven Remote Terminal Units (RTUs): five Acoustic Doppler Flow Metering Stations and two critical flow gaging stations. A user friendly Human Machine Interface (HMI) was developed for use by District staff.

Shasta Valley Stream-Aquifer Data Collection Plan. Shasta Valley Resource Conservation District, Siskiyou County, CA. Dr. Davids performed and summarized literature review of (1) previous studies on the Shasta Valley and (2) sustainable groundwater management. Dr. Davids developed stream-aquifer data collection plan for the Shasta Valley, a hydrogeologically complex and poorly understood intermontane groundwater basin in Northern California. Identified and prioritized tasks in support of the Shasta Valley Resource Conservation District's (SVRCD) goal of developing foundational knowledge of the basin's groundwater system and the nature of its interaction with surface water bodies.

Customer Delivery Measurement Plan. Turlock Irrigation District, Stanislaus County, CA. Dr. Davids developed and implemented Customer Delivery Measurement Plan (Plan) to ensure compliance with the Agricultural Water Measurement Regulation (CCR §597). Dr. Davids reviewed and refined spot flow measurement protocols for performing current metering measurements of farm-gate flows. Led the development of customized procedures for gate/parcel specific ratings, in addition to the field testing of acoustic Doppler velocimeters.

Montague Weir Flow Measurement and Fish Passage Alternatives. AquaTerra Consulting, Siskiyou County, CA. Dr. Davids assessed existing weir structure from fish passage and measurement perspectives. Developed alternatives for modification of the weir to satisfy the identified co-equal fish passage and flow measurement goals. Presented results to US Geological Survey, US Fish and Wildlife, Shasta Valley Resource Conservation District and others and worked with stakeholders to identify a preferred alternative.

San Pasqual Groundwater Basin Monitoring Program Development. City of San Diego, San Diego, CA. Dr. Davids identified data gaps for development of groundwater management plan for San Pasqual Groundwater Management Plan. Developed methodology for quantifying surface inflows and outflows to and from the groundwater basin to improve estimates of groundwater recharge occurring from overlying streams.

Shasta Valley Water Management Studies. The Nature Conservancy, Siskiyou County, CA. Dr. Davids conducted site visits including spot flow measurements in conveyance ditches, tested seepage rates in ditches, observed tailwater flows and drainage patterns. Dr. Davids installed transit-time and acoustic Doppler velocity flow meters for pump station and distribution system flow monitoring. Performed ponding seepage tests to quantify irrigation distribution seepage rates. Supported development of a final water balances technical report to guide the District's water.

Selected Publications

Tran, H., **Davids, J.C.**, 2024. Citizen Scientists' Engagement in Flood Risk-Related Data Collection: A case study in the Bui River Basin, Vietnam, *Environmental Monitoring and Assessment*, In Press.

Eisma, J.A., Schoups, G., **Davids, J.C.**, van de Giesen, N., 2023. A Bayesian model for quantifying errors in citizen science data: Application to rainfall observations from Nepal, *Hydrology and Earth System Sciences*, 27(19), pp.3565-3579.

Hessels, T., Davids, J.C., Bastiaanssen, W., 2021. Scalable Water balances from Earth Observations (SWEO): results from 50 years of remote sensing in hydrology, *Water - Special Issue in memoriam of Tony Allan*, *Water International*, 47(6), 866-886.

Prajapati, R., Overkamp, N.N., Moesker, N., Happee, K., van Bentem, R., Danegulu, A., Manandhar, B., Devkota, N., Thapa, A.B., Upadhyay, S. and Talchabhadel, R., Thapa, B.R., Malla, R., Pandey, V.P., and Davids, J.C., 2021. Streams, sewage, and shallow groundwater: stream-aquifer interactions in the Kathmandu Valley, Nepal. *Sustainable Water Resources Management*, 7(5), pp.1-18.

Prajapati, R., Talchabhadel, R., Thapa, B.R., Upadhyay, S., Thapa, A.B., Ertis, B., and Davids, J.C., 2021. Measuring the unseen: mobilizing citizen scientists to monitor groundwater in Nepal. *Environmental Monitoring and Assessment*, 193(9), pp.1-21.

Prajapati, R., Talchabhadel, R., Silwal, P., Upadhyay, S., Ertis, B., Thapa, B.R., and Davids, J.C., 2021. Less rain and rainy days-lessons from 45 years of rainfall data (1971 to 2015) in the Kathmandu Valley, Nepal. *Theoretical and Applied Climatology*, 145, pp. 1369-1383.

Walker, D.W., Tani, M., Gyawali, N., Chapagain, P.S., Davids, J.C., Ghimire, A., Maharjan, M., Parajuli, B.P., Prajapati, R., Regmi, S., and Shah, R.K., 2021. Citizen Science Water Projects in Nepal: Participant Motivations And the Impacts of Involvement. *Water Alternatives*, 14(3), pp.664-689.

Prajapati, R., Upadhyay, S., Talchabhadel, R., Thapa, B.R., Ertis, B., Silwal, P., and Davids, J.C., 2021. Investigating the nexus of groundwater levels, rainfall and land-use in the Kathmandu Valley, Nepal. *Groundwater for Sustainable Development*, 14, p.100584.

Silwal, P., Prajapati, R., Thapa, B.R., Talchabhadel, R., Kafle, A.S., and Davids, J.C., 2021. Assessment of groundwater quality by using Water Quality Index (WQI): A case study of Bhaktapur Municipality. *Bulletin of Nepal Hydrogeological Association*, Volume 6.

Prajapati, R., Upadhyay, S., Silwal, P., Talchabhadel, R., Khanal, A., Davids, J.C., 2020. Citizen science-based urban flood monitoring in Hanumante River, Nepal. In *River Flow 2020* (pp. 1931-1939). CRC Press.

- Kindermann, P.E., Brouwer, W.S., van Hamel, A., van Haren, M., Verboeket, R.P., Nane, G.F., Lakhe, H., Prajapati, R., and Davids, J.C., 2020. Return Level Analysis of the Hanumante River Using Structured Expert Judgment: A Reconstruction of Historical Water Levels. *Water*, 12, 3229.
- Davids, J.C., Devkota, N., Pandey, A., Prajapati, R., Ertis, B.A., Rutten, M.M., Lyon, S.W., Bogaard, T.A. and van de Giesen, N., 2019. Soda bottle science-citizen science monsoon precipitation monitoring in Nepal. *Frontiers in Earth Science*, 7, p.46.
- Davids, J.C., Rutten, M.M., Pandey, A., Devkota, N., Oyen, W.D.V., Prajapati, R. and van de Giesen, N., 2019. Citizen science flow—an assessment of simple streamflow measurement methods. *Hydrology and Earth System Sciences*, 23(2), pp.1045-1065.
- Davids, J.C., 2019. Mobilizing Young Researchers, Citizen Scientists, and Mobile Technology to Close Water Data Gaps - Methods Development and Initial Results in the Kathmandu Valley, Nepal, Delft University of Technology, Netherlands, PhD Dissertation.
- Davids, J.C., Rutten, M.M., Shah, R.D.T., Shah, D.N., Devkota, N., Izeboud, P., Pandey, A. and van de Giesen, N., 2018. Quantifying the connections—linkages between land-use and water in the Kathmandu Valley, Nepal. *Environmental monitoring and assessment*, 190, pp.1-17.
- Davids, J.C., van de Giesen, N. and Rutten, M., 2017. Continuity vs. the crowd—tradeoffs between continuous and intermittent citizen hydrology streamflow observations. *Environmental management*, 60(1), pp.12-29.
- Davids, J.C. and Mehl, S.W., 2015. Sustainable capture: Concepts for managing stream-aquifer systems. *Groundwater*, 53(6), pp.851-858.
- Davids, J.C., 2011. Spatial and temporal analysis of stream restoration efforts in depleted aquifer systems, California State University, Chico, USA, Master's Thesis.

Education

BS, BioResource and
Agricultural Engineering,
California Polytechnic State
University San Luis Obispo, CA

Registration

Civil Engineer, California (No.
C82665)

Affiliations

Member - American Society of
Agricultural and Biological
Engineers

Member - United States
Committee on Irrigation and
Drainage

2021 Water Leader - Water
Education Foundation

Years of Experience:

13 Years

Distinguishing Qualifications

- Adept at communicating and listening with/to clients, stakeholders, or team members.
- Effective project and task manager with proven track record of project delivery.
- Skilled at identifying thoughtful, creative, and effective solutions that balance competing interests while meeting objective(s) and satisfying criteria and constraints.

Summary

Mr. Ostrowski is a registered Civil engineer in California with 13 years of experience in the agricultural water and environmental water sectors with emphasis on infrastructure-based design development. As a Civil engineer specializing in agricultural water, Mr. Ostrowski is enthusiastic about collaborating with water managers and users and has a proven track record of identifying innovative and thoughtful solutions to solve challenging issues, improve water management, and modernize aging supply and distribution infrastructure for improved resource management. He is well-versed in the design, operational requirements, and costs of effective water control and water delivery features and combines his education, experience, and creativity to develop integrated solutions at both the feasibility and final design stages. Mr. Ostrowski has experience managing multi-benefit projects with diverse groups of private, public, and governmental interests where agricultural and environmental water use objectives are often at odds and require thoughtful technical approaches combined with collaborative engagement of interested parties.

Mr. Ostrowski incorporates his technical background and expertise with project management skills to help plan and execute complex projects that often include providing preliminary planning and data analysis, alternatives analysis and feasibility design, phased design and drafting services, preparation of construction documents, and bidding. Mr. Ostrowski is also skilled at performing in the role of construction manager, Owners Representative, or Resident Engineer to ensure that projects are constructed per Contract.

Relevant Experience

Northside Distribution System Modernization. Orland Unit Water Users' Association, Glenn County, CA. Mr. Ostrowski served as the project manager, engineer-of-record, and lead designer for the second phase of the Association's modernization project which looks comprehensively at their Northside service area to improve efficiency of system operations and deliveries thereby reducing spillage and allowing reduced diversions. The project includes the replacement of 12 existing check structures with long crested weirs, replacement of eight lateral heading structures with new concrete structures and automated flow control gates, upgraded flow measurement, real-time data access through Supervisory Control and Data Acquisition (SCADA), and remote operation of their primary diversion. Project design was initiated in 2014 and construction was completed in April 2018.

Orland Project Regulating Reservoir Construction. Orland Unit Water Users' Association, Glenn County, CA. Mr. Ostrowski provided inspection, resident engineer services and assisted in construction management for construction of a 49 acre-foot regulating reservoir designed to increase flexibility and water management in one of the Orland Unit Water Users' Association's main distribution channels (Phase 1 modernization). Associated canal improvements included: 20 long crested weirs, seven concrete heading structures, 12 automated flow control gates, Supervisory Control and Data Acquisition (SCADA) system and canal lining. He also performed the design and plan preparation for the reservoir's concrete side-slope protection.

Land Annexation Water Supply Analysis and Private Connection Design. Dunnigan Water District, Yolo County, CA. At the request of Dunnigan Water District, Mr. Ostrowski led the capacity study of DWD's distribution system to identify opportunities to add two new private water delivery connections that would provide surface water delivery

(Class 2) from DWD and offset existing groundwater extraction (in-lieu recharge). The analysis included assessment and modeling of existing infrastructure and conveyance capacity, modeling various demand scenarios, estimating potential impacts to existing water users, and making recommendations for infrastructure improvements. The technical analysis resulted the DWD's approval of the two turnouts. Subsequently, Mr. Ostrowski led the design of new turnouts and associated piping, including securing easements and USBR permits (on- going).

Recharge Plan Development and Implementation. Madera County GSA (on-going). Mr. Ostrowski was instrumental in the planning and development of a phased recharge plan for Madera County GSA covering portions of the Madera and Chowchilla

subbasins, both critically over drafted. Mr. Ostrowski prepared the work approach and collaborated with a multidisciplinary team to advance Plan development. Part of the Plan was identifying “low hanging fruit” projects for which implementation could be expedited without extensive additional study. Mr. Ostrowski led the preliminary design of 10 project implementation phases (5 per subbasin) that had the capacity to divert and recharge up to 190,000 acre-feet over a 60-day period when flood water was available. These projects were submitted for Round 1 DWR SGM funding and awarded ~\$10 million to begin final design and implementation of Project 1 in each subbasin. Mr. Ostrowski continues to support on-going design development activities.

Feather River Regional Agricultural Water Management Plan. Northern California Water Association, Sacramento, CA. In 2013, the Northern California Water Association (NCWA) engaged Davids Engineering to develop the Feather River Regional Agricultural Water Management Plan (FRRAWMP) for a 470,000-acre region including nine water suppliers, private groundwater areas, and several refuge and wildlife areas. As part of the plan development, Mr. Ostrowski identified and developed conceptual modernization plans and cost estimates for approximately 30 water conveyance and water management improvement projects with a capital cost of approximately \$85 million. Project types included canal system modernization using automated water level control, improved water measurement and remote monitoring via SCADA, pressurized pipe conversions, and system interties to capture and re-route canal spills.

System Modernization, Measurement and Real-Time Monitoring and Control. Garden Highway Mutual Water Company, Sutter County, CA. Mr. Ostrowski supported the Water Company in achieving water use efficiency and modernization goals through the redesign of their primary division location to reduce spillage. A long-crested weir was designed to reduce water level fluctuations and divert any excess flows to a regulation point instead of the smaller secondary lateral. Adjustable flow rate control and flow measurement was designed for the adjacent lateral heading. A second similar project was completed in 2014 and He again served as EOR for replacement of a key water control structure with a long-crested weir, two primary spill structures, and implementation of a Supervisory Control and Data Acquisition (SCADA) system to remotely monitor spillage, control their pumping plant on the Feather River, and monitor seven groundwater wells. The project was completed in 2017.

Agricultural Water Management Plan, Measurement and SCADA Improvements. Yuba Water Agency, Yuba County, CA. Mr. Ostrowski provided conceptual design, cost estimating, and technical support for the preparation of the Agency’s Agricultural Water Management Plan. His primary responsibilities included development of an Agency-wide measurement improvement plan that provided the Agency with three levels of improved measurement for 37 individual sites to comply with the agricultural water measurement regulations, improve operational decision making, and develop flow measurement records for future uses. Development of alternatives required field visits and interviews with Agency operators, and considered local site conditions, implementation feasibility, potential environmental constraints, and cost. In addition to the measurement improvement plan, Mr. Ostrowski assisted the primary author in evaluation of 16 different Efficient Water Management Practices (EWMPs). He also developed conceptual designs and prepared cost estimates for two separate automation projects: 1) system-wide automation to minimize head fluctuations in the canals resulting from time-of-use delivery pump operation, and 2) automation and safe routing of excess flows in event of a main lift pump station failure.

Los Molinos Mutual Water Company Water Use Efficiency Improvement Master Plan. Mr. Ostrowski led the development of a water use efficiency improvement master plan that identified, prioritized, evaluated, and provides conceptual descriptions for infrastructure and management improvement projects to enhance water use efficiency. The development of the plan included analysis of historical and potential future water supplies and demands including historical cropping patterns, characterizing soil conditions, inventory of existing infrastructure, and development of separate water balances for the distribution system and the land surface, including deploying an extensive hydrologic monitoring network of 16 unique water measurement sites.

Evaluation of Private Well Tie-In to District Distribution System. Colusa County Water District, Colusa County, CA. Mr. Ostrowski assisted in the development of connection requirements for District growers interested in connecting their private groundwater wells to the Districts reservoirs or pipelines for distribution to help alleviate surface water supply constraints resulting from the 2012-2015 drought conditions. Mr. Ostrowski performed site evaluations, mapping of District infrastructure and private wells, surge analysis, and evaluation of the general feasibility of connections to existing infrastructure. He developed generalized connection schematics for wells discharging to District reservoirs and for connection to District pipelines that detailed the required types, location and orientation of components to prevent damage to the Districts system, limit adverse effects to normal delivery operations, and to simplify water accounting and tracking activities.

Lateral 6A and 5B Pipeline Replacement Projects. Colusa County Water District, Colusa County, CA. Mr. Ostrowski assisted in the planning, preparation and design of a replacement PVC delivery pipeline to supply gravity pressurized irrigation water to District growers in the Colusa County Water District. Multiple breaks in their existing 27” diameter Techite lateral supply line prompted the District to seek replacement options. Mr. Ostrowski performed pressure surge analysis to determine potential surge pressures and possible existing causes of these surges and pipe failure. He performed cost analysis and pipeline hydraulic calculations for various pipe materials and pressure classes and evaluated each pipe material based on additional selected criteria to determine the recommended material and pressure class for approximately 11,600 feet of 27” and 30” pipeline. Lateral 6A was completed in 2012 and Lateral 6B was completed in 2011.

Madera Canal Capacity Expansion Alternatives Analysis project. Chowchilla Water District, Central Valley, CA. As a sub consultant to Water Resources Engineering, Davids Engineering provided evaluation of water supply augmentation and water

conservation opportunities for Chowchilla Water District and neighboring Madera Irrigation District such that surface water use could be increased. In support of this effort, Mr. Ostrowski coordinated with district staff to identify over 25 conceptual projects, perform preliminary screening, and develop conceptual site maps, cost estimates, and project descriptions to support strategic planning. Projects included: regulating reservoirs, automated water level and flow control structures, automated gates, Supervisory Control and Data Acquisition (SCADA) and related monitoring, and debris removal screens.

Water Management Planning and Feasibility Assessment of Pressurized Water Delivery. South San Joaquin Irrigation District, Manteca, CA. Mr. Ostrowski performed feasibility-level hydraulics and calculations to develop alternatives to convert the Districts 400+ CFS main canal to closed pipeline. The analysis included pipe material and sizing alternatives, single and double-pipeline alternatives, and evaluated long-term energy savings and delivery service improvements of the pipeline, as well as overall implementation costs.

Hart Ranch Conservation Implementation Project. Siskiyou County. The Nature Conservancy, CA. The Hart Ranch Conservation Implementation project is a continuation of the Little Shasta River Water Efficiency Study completed in 2012 which identified several water conservation actions that could be implemented to improve irrigation efficiency on the Hart Ranch. This project is focused on advancing the conservation actions identified for the Hart Ranch toward implementation, installation and maintenance of real-time monitoring equipment on the Hart Ranch to inform current operations and future planning efforts, and to develop and refine future conservation actions through additional planning and final design. Mr. Ostrowski assisted in the evaluation and prioritization of projects and served as the design engineer for a new 1.5 mile long irrigation distribution pipeline that replaced existing earthen ditches, and a stock water system that will provide cattle with ready access to drinking water on the northern half of the ranch (approximately 1,200 acres) using distributed troughs connected with approximately 5 miles of buried pipelines and supplied via an elevated tank filled with a dedicated groundwater well. The pipeline project was completed in March 2018 with Mr. Ostrowski providing construction management. Stockwater system designs are currently at the 60% design stage.

Long-Term Water Conservation Plans. Deer Creek Irrigation District, Tehama County, CA. For Deer Creek Irrigation District, Mr. Ostrowski evaluated several conservation alternatives to reduce the Districts' diversions from Deer Creek, which is a tributary to the Sacramento River and used by spawning salmon. Mr. Ostrowski evaluated various alternatives including ditch lining, improved flow delivery, improved flow measurement, improved diversion capabilities using remote automation and SCADA monitoring. The overall water savings for each option was estimated based on increased on farm efficiencies, direct reduction in diversions, or reduction in spillage. Alternatives were ranked based on the incremental cost of potential water savings and implementation costs.

Antelope Creek Fish Passage Improvement Project. Resource Conservation District of Tehama County, Tehama County, CA. Davids Engineering was retained to develop and implement an improved solution for fish passage and water diversion at the existing Edwards Dam on Antelope Creek in Tehama County. Serving as the Engineer-of-Record, Mr. Ostrowski led a project team including geotechnical, structural, electrical, in-stream, and mechanical sub-consultants to complete the necessary technical analysis, cost analysis, and engineering and design from conceptual designs to the final design stage, which included consolidation of two adjacent diversions, a 90 CFS V-style fish screen, 48" diameter inverted siphon pipeline, reinforced concrete infrastructure, flow control devices and equipment, and flow measurement. Mr. Ostrowski coordinated the technical project tasks, maintained schedule and budget, and facilitated phased review and comment by a 30+ person technical advisory committee. He also closely coordinated with the environmental team and biologists and engineers from CDFW and NMFS. Design work was completed in 2019 and Davids Engineering served as construction manager (led by Mr. Ostrowski) during 2020 and 2021.

Hart Ranch Livestock Watering Distribution System Design. Shasta Valley, CA. 2017-2022. The Hart Ranch grazes 200-300 cow-calf pairs on a 900-acre portion of their ranch with drinking water provided from the Little Shasta River via open ditch. Mr. Ostrowski provided full-service design and engineering for a replacement system utilizing groundwater that included 18 rubber tire troughs, 22,000 linear feet of buried HDPE piping (1.5" & 2"), 11,000 feet of supply piping (4" & 6"), 10,000 gallon storage tank to provide gravity pressure, booster pump to fill the tank, a 10,000 gallon tank for modulation of groundwater well output, and all related appurtenances. The innovative design enables constant and reliable supply for livestock and simultaneous use of the groundwater well for irrigation and wetland augmentation. Existing fields were cross-fenced, and troughs strategically located to facilitate rotational grazing practices. It is estimated that water requirements will be reduced from 1.5 CFS to less than 0.2 CFS.

On-Farm Water Supply Consolidation and Distribution Improvement Project. California Trout and the Hart Ranch, Siskiyou County, CA. Mr. Ostrowski provided full-service design and construction management services for the installation of 7,500 linear feet of 12", 18" and 21" diameter PVC pipeline to improve irrigation distribution and delivery efficiency on the Ranch. The design included a reinforced concrete inlet structure for surface water inflow and several strategically placed open-topped standpipes for pressure regulation and connection of three groundwater wells. Design services required hydraulic modeling to evaluate and estimate the capacity and capability of the system to meet various supply scenarios with different outflow location scenarios. Construction was completed in December 2017 and performance monitoring and testing was performed during the 2018 irrigation season.

Efficiency Conservation Definite Plan. Imperial Irrigation District, Imperial County, CA. Mr. Ostrowski assisted in the conceptual design and costing of selected conservation projects that were identified under the System Conservation Plan for near-term completion. Specifically, Mr. Ostrowski performed a multi-year analysis of conservable water that could be available for drain

recovery pumping from one of IID's major drainage canals. A comprehensive supply and demand analysis was completed using available hourly supply flow data for the drain canal and several intermediate drain inflows.

Gray Lodge Wildlife Area Water Supply Project. Biggs West Gridley Water District, Butte County, CA. Mr. Ostrowski assisted in the technical review of the various stages of plans and specifications the rehabilitation and modernization of the District's main canal system to improve operations and provide reliable conveyance of supply to Gray Lodge Wildlife Area. The improvement project includes reconstruction of the canal cross section to improve capacity and reduce seepage, construction of several 300-800 cfs capacity automated check structures, new heading structures, various siphons, flumes and new farm deliveries.

Education

B.S., Civil Engineering,
California State University,
Chico

Registration

EIT Civil Engineer, CA
(No. 175841)

Years of Experience:

1

Distinguishing Qualifications

- Geospatial data analysis using Python modules and APIs.
- Flow measurement methods, calibration, installation, and monitoring.
- Geographic Information Systems – mapping and spatial analyses

Summary

Mr. Winslow received his Bachelor of Science in Civil Engineering from California State University, Chico in December of 2022. His upper division courses and capstone project focused primarily on groundwater and wastewater engineering.

Mr. Winslow first joined Davids Engineering as an intern in the summer of 2022 where he assisted in the implementation of RemoteTracker systems and performed regular drain outflow monitoring. In January of 2023, Mr. Winslow joined the Davids Engineering team as a full-time employee and has since worked alongside staff on a variety of Water Resource Engineering projects.

Relevant Experience

Drain Outflow Monitoring. Yuba Water Agency, Western Canal Water District, and Biggs-West Gridley Water District, Sacramento Valley, CA. Mr. Winslow has led and assisted in the flow measurement of several key drain outflow sites with the goal of quantifying the volume of excess operational spillage and tailwater leaving district boundaries. He performed and supervised field data collection; calibration, installation, and maintenance of all measurement instruments; development of site-specific discharge equations; data management, and quality control. Mr. Winslow utilized equipment and techniques including wading discharge measurement sites utilizing a handheld Acoustic Doppler Velocimeter, plane surveying, data logging pressure transducers, and empirical stage-discharge relationships.

Water Management Planning and Water Budget Development. Solano Irrigation District, Vacaville, CA. Mr. Winslow assisted in the development and preparation of the

Solano Irrigation District (SID) 2023 Water Management Plan (WMP) for submittal to the U.S. Bureau of Reclamation. The efforts involved in this project include drafting and editing document text, communicating with SID staff to identify the district's efforts to implement Best Management Practices (BMPs), and updating the SID system-wide water budget.

Review Groundwater Sustainability Plan and Management Area Plans. Kern Groundwater Authority, Bakersfield, CA. Mr. Winslow assisted in the review of the Kern Subbasin Umbrella Groundwater Sustainability Plan (GSP) and each of the 12 Management Area Plans (MAPs). Mr. Winslow then prepared a summary matrix summarizing the statutorily required components of the Umbrella GSP and each of the MAPs, as they pertain to the Department of Water Resources's (DWR) identified deficiencies.

Refinement of Integrated Water Flow Model. Yuba Water Agency, Marysville, CA. Mr. Winslow assisted in updating the Yuba Groundwater Model (YGM) with the most recent data i.e., land use, crop evapotranspiration (ET), and precipitation. Mr. Winslow also supported the development of the Daily YGM, an update from the original YGM in a daily timestep rather than a monthly timestep. This involved developing an analysis of precipitation and ET within the YGM domain as well as developing the associated Integrated Water Flow Model Demand Calculator (IDC) input files.

These efforts required data management skills and the use of Python for quality control and optimization. The updating of this model helps the Agency to conjunctively manage available surface water and groundwater supplies.

SGMA Annual Report Development. Multiple Locations, CA. Mr. Winslow has contributed in varying capacities to GSP Annual Report development in more than 10 subbasins across the Sacramento and San Joaquin Valleys. Mr. Winslow's contributions to GSP Annual Report development generally includes one or more of the following: documenting projects and management actions to support sustainable water management, preparing model inputs to characterize historical, current, and future water demand, developing and preparing the Groundwater Extraction Estimates from Earth Observations (GEEEO), and preparing documentation.



REQUEST FOR PROPOSAL NO. 202324-01kd

CITY OF WINTERS

Feasibility Study – Investigate Recycled Water Opportunities

Feasibility Study – Investigate Surface Water Opportunities

Date Released: January 12, 2024

Proposals are due Friday, February 9, 2024 by 4:00 PM

REQUEST FOR PROPOSALS

WATER FEASIBILITY STUDIES

The City of Winters (City) is requesting proposals from qualified companies for completing two feasibility studies to examine the feasibility of 1) upgrading the City's Wastewater Treatment Facility to recycle domestic wastewater, and 2) developing a supplemental surface water supply source. The City reserves the right to award one or more contracts for this service.

INTRODUCTION & PROJECT DESCRIPTION

The City of Winters (City), a town of 7,115 people in Yolo County, is entirely dependent on groundwater for its drinking water, municipal and industrial, fire, and irrigation supply. The City is currently completing its Water Master Plan Update. Additionally, in November 2021, the City completed a study of historical groundwater levels, historical and projected groundwater demands, and groundwater budgets and sustainability in response to community concerns. The study demonstrated that between 2001 and 2020 groundwater levels generally declined in the City's five production wells at a rate of one to three feet per year, with groundwater levels in three of the five wells reaching historic low levels in September 2021. In addition, groundwater levels in the Golden Bear residential community outside of the City's limits have declined enough to require approximately 20 landowners to construct replacement wells. The study also demonstrated the City's adoption of water meters in the early 2000's successfully reduced municipal water demand. However, recent population growth in the City is driving increased demand. Demand reached about 450 million gallons (1,380 acre-feet) per year in 2020 and is expected to increase by 330 acre-feet per year as a result of population growth through 2029. Reducing groundwater pumping through development of recycled wastewater will improve the City's water supply reliability and drought resilience, benefit neighboring rural residential property owners and growers with relatively shallow wells, and help meet the 2022 Yolo Subbasin Groundwater Sustainability Plan goals.

The Recycled Water Feasibility Study will need to examine whether the City can recycle domestic waste water for either municipal/residential non-potable irrigation or to sell the water to nearby growers for agricultural uses and to reduce groundwater pumping. The City needs assistance evaluating the legal, permitting, and engineering feasibility of recycled domestic wastewater for non-potable reuse.

The Surface Water Supply Feasibility Study will evaluate three potential surface water supply sources: 1) Putah Creek; 2) Cache Creek; and 3) the Sacramento River. For each potential source, the City needs to evaluate the legal, institutional, and engineering feasibility of diverting, conveying, treating, and distributing surface water within the City limits, which needs to include a Water Availability Analysis.

Both feasibility studies will need to evaluate methods of reducing groundwater pumping and helping to achieve groundwater sustainability for the region.

In addition to completing a draft and final of the Recycled Water Feasibility Study and the Supplemental Surface Water Supply Feasibility Study, the City is requesting assistance holding a public workshop to seek feedback on the draft feasibility studies and ensuring the Disadvantaged and Severely Disadvantaged Communities receive notices and have access to the public workshop. Additionally, assistance in outreaching to neighboring rural residential communities on the western fringe of the City is requested, along with coordinating with the Yolo Subbasin Groundwater Agency and the Yolo County Flood Control and Water Conservation District to conduct outreach to nearby growers interested in utilizing the recycled wastewater. Lastly, the City is requesting quarterly progress reports on work completed, which can occur via the monthly invoicing process, to serve as backup documentation for grant reimbursement.

Contents of the Proposal shall include the following:

- 1) Introduction of firm and understanding of the Project
- 2) Information on the qualifications of key staff
- 3) Description of other relevant studies conducted and relevant expertise
- 4) Proposed scope of work for each study and anticipated budget
- 5) No more than three pertinent references

The final Feasibility Studies need to be completed by January 31, 2026.

RFP Schedule

January 12, 2024: Circulate Request for Proposals

February 9, 2024: Proposals Due No Later Than 4:00 p.m. PST

February 12 - 16, 2024: Review and Rank Proposals

February 19 - 23, 2024: Conduct Interviews with Finalists (if necessary)

March 6, 2024: Negotiate and Award Contract

Proposals will be received by the City of Winters office via electronic mail at Kristine.DeGuerre@cityofwinters.org no later than 4:00 p.m. (Pacific) on February 9, 2024 (RFP Due Date). Please direct any questions to Kristine DeGuerre via electronic mail.

The cost of preparing your proposal is at your own expense and the City is not responsible for any costs incurred.

Thank you for your interest in the City of Winters,
Kristine DeGuerre, Environmental Services Manager
318 First Street, City of Winters, CA
Kristine.DeGuerre@cityofwinters.org
(530) 794-6760

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF WINTERS
AND [***INSERT NAME***]**

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a California municipal corporation and is in need of professional services for the following project:

[REDACTED]
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **[Spell out amount of compensation]** Dollars \$**[Insert amount]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. [Insert Term or Time of Performance].

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. [City Risk Manager to Review] Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following title and insert "Reserved", if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **[Insert the name of the document that contains the City's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Winters

318 First Street

Winters, CA 95694

Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT
PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF WINTERS
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WINTERS

[INSERT NAME OF CONSULTANT]

By: _____
Jeremy Craig
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney