

Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, November 16, 2010  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

*Woody Fridae, Mayor  
Cecilia Aguiar-Curry, Mayor Pro-Tempore  
Harold Anderson  
Michael Martin  
Tom Stone*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, November 2, 2010 (pp. 1-5)
- B. Request for Street Closure on East Main Street - Winters Chamber of Commerce for Saturday, December 4, 2010 (pp. 6-8)

### PRESENTATIONS

### DISCUSSION ITEMS

- 1. Approval of Radio Communications Tower to L.D. Strobel Company Corporation for Public Safety Facility (pp. 9-34)
- 2. Gateway Planning and Economic Development (pp. 35-48)
- 3. Approval of Resolution No.2010-54, A Resolution of the City Council of the City of Winters Affirming Support for Exploration of Shared Service Opportunities between Local/Public Entities in Yolo County (pp.49-56)
- 4. Status of Utility User Tax (pp. 57-58)
- 5. Public Hearing – Acquisition of Real Property at 201 First Street, Winters, California Yolo County APN 03-203-16, pursuant to California Government Code 37351 (pp. 59-78)

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### COMMUNITY DEVELOPMENT AGENCY

- 1.
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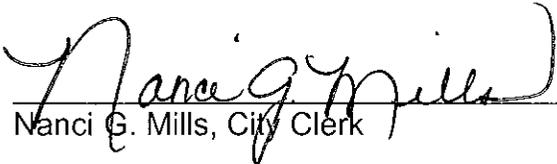
### CITY MANAGER REPORT

### INFORMATION ONLY

### EXECUTIVE SESSION

### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the November 16, 2010 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on November 10, 2010, and made available to the public during normal business hours.

  
\_\_\_\_\_  
Nanci G. Mills, City Clerk

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

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During Council meetings – Right side as you enter the Council Chambers

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Wednesday at 10:00 a.m.

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

Minutes of the Regular Meeting of the  
Winters City Council  
Tuesday, November 2, 2010

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

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone and Mayor Woody Fridae.

Absent: None

Staff: City Manager John Donlevy, City Attorney John Wallace, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, and Fire Captain Art Mendoza.

Art Mendoza led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Motion by Council Member Martin, second by Council Member Stone to approve the agenda. Motion carried unanimously.

**COUNCIL/STAFF COMMENTS:** Council Member Martin urged residents to get out and vote. Council Member Anderson attended the Sacramento Valley Forum at the Great Valley Center in Chico, where the program included information to reduce energy and greenhouse gases in the Central Valley. Council Member Anderson also said PG&E is sponsoring an \$18.5 million dollar, 3 year program for small businesses to become retrofitted, with a current limit of \$250,000. Also, the EPA is proposing a \$12 vehicle fine. Mayor Fridae said the City Manager, Charley Wallace, Brad Johnson and himself successfully defended the Mayor's Cup trophy last week.

**PUBLIC COMMENTS:** None

**CONSENT CALENDAR**

- A. **Minutes of the Regular Meeting of the Winters City Council meeting held on Tuesday, October 19, 2010**

- B. **Project Acceptance – Grant Avenue (SR128) Widening and Safety Improvements, Phase 2 – Walnut Avenue Realignment, Project No. 09-05**
- C. **Proclamation by the City Council of the City of Winters Proclaiming the Month of November as National Family Caregivers Month**

City Manager Donlevy gave an overview. Council Member Aguiar-Curry referenced the letter that had been received from Laugenour and Meikle, which said the plan was approved by the City prior to the scope preparation and resulted in an additional cost of \$2,400. Also, AT&T placed a power pole in conflict with the final design and asked why AT&T wasn't paying for it, as it was installed prior to the final design. City Manager Donlevy said this project, which came in under cost, was jammed through after the preliminary design had been approved and the surveying work had been completed. The City gave the money back to Cal Trans, and rather than returning it to the Feds, added sidewalks to the project.

City Manager Donlevy confirmed that Ed and Janet Anderson dedicated property (approximately 1, 500 feet) to the City for this project.

Motion by Council Member Martin, second by Council Member Anderson to approve the Consent Calendar. Motion carried unanimously.

### **DISCUSSION ITEMS**

- 1. **Winters Fire Department- City/District Consolidation Agreement**

City Manager Donlevy gave an overview, outlining the key points contained in the agreement: Service, Fire Board, Support to the District, District Obligations under the Agreement, and City Obligations under the Agreement. The issue that continues to pop up has been settling issues regarding the retirement system liability of the fire district. Although the retirement obligation is under the jurisdiction of the fire district, the City pays for most of the costs through the current contract. Staff and members of the fire district have met numerous times with CalPERS representatives to discuss unfunded liability. In June, 2010, the fire district made a lump sum payment of approximately \$280,000 to settle most of the unfunded liability. One component, the side fund liability, is still outstanding. CalPERS has estimated that the greatest amount of liability will be \$16,000 per year for the fire district.

City Manager Donlevy directed Council to Page 4, Section B of the agreement, District Payments to the City, which has been amended to read: As consideration for the services to be provided by CITY under this Agreement,

during each fiscal year of this Agreement, DISTRICT will pay CITY ninety seven and one half percent (97.5%) of all funds received by the DISTRICT, less DISTRICT PERS annual payment (Not to exceed \$36,000 annually.) *Any PERS obligations in excess of \$36,000 will be paid by both CITY and DISTRICT on a pro-rata basis based on service percentage of the prior three (3) years of operations, based on calls for service, and excluding mutual aid calls and freeways. Once the District funds, reserve and operational and from all accounts drops to \$200,000, CITY shall have sole responsibility for PERS obligations in excess of the \$36,000 annual limitation.*

Although City Manager compared it to a moving target, the City and Fire District are joined at the hip. The District will be liable for any new equipment. Council Member Aguiar-Curry asked about wildfire equipment provided during the summer season by Cal Fire. City Manager said as per an agreement with California Emergency Management Agency, the green fire truck is to be used solely on mutual aid calls, unless something catastrophic occurs, at which time it would be the last truck used.

City Manager summarized the agreement as a forty year agreement, but in reality the Winters Fire Department has been in existence for over 100 years, has always served the area and provided services to the City. This agreement will just put a hook into the relationship. Staff understands that bringing a section with a loose interpretation of some of the financial ramifications may not be good, but regardless, the City will be on the hook for it. The City currently pays over 60% of what goes into the Fire District.

Council Member Martin asked about the Fire District reserves, and City Manager Donlevy confirmed approximately \$400,000 in reserves. When the Fire Department comes over to the City, the Fire District will pay off all fire employee's vacation, sick leave, etc., which should leave the Fire District with approximately \$360,000 left in reserves.

Council Member Aguiar-Curry asked if services, specifically mutual aid in Solano County, will change once the Fire Department comes over to the City. Fire Captain Art Mendoza said the City has automatic aid in specific areas of Solano County. Council Member Stone said it is roughly the same distance for ambulances traveling to Winters from Vacaville or Davis.

City Manager Donlevy said one of the obligations of the agreement is the creation of a fire board, to be made up of two council members, two fire district board members and the City Manager, which will be advisory to the City Council. Council Member Stone confirmed the elected body of the fire board will still exist as the Fire district still exists. The advisory board that the City Manager discussed will be different than that of the current Fire District board. Council Member Anderson asked if there was any discussion regarding dissolving the district fire board. City Manager Donlevy said no, the district is quite a bit larger

than the City and the Fire District still has its obligations. City Attorney Wallace said this agreement is for forty years, which is time enough to solve any disputes that might arise.

City Manager said Council Members Martin and Stone have been awesome through this entire process. And enough can't be said about the tenacity of the fire board, especially Tony Turkovich, who did an outstanding job. He dedicated a lot of his time attending many meetings and spent many hours to resolve the issues. Council Member Martin echoed the City Manager's comments regarding Tony Turkovich, as did Council Member Stone, who said Tony was exceptional to work with.

Motion by Council Member Stone, second by Council Member Aguiar-Curry to approve the agreement with said changes between the Winters Fire Protection District and the City of Winters for the provision of fire protection services. Motion carried unanimously.

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### **COMMUNITY DEVELOPMENT AGENCY**

1.

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**CITY MANAGER REPORT:** City Manager Donlevy said he is wrapping up an agreement with Yolo County for purchase of the old library for \$210,000. He said the City would buy it and use some park impact fees. City Manager Donlevy said he planned to bring information on the PG&E and gas lines possibly to the next meeting.

Council Member Aguiar-Curry said she hadn't seen changes to the Utility User's Tax. A report will come back to Council in one month. Council Member Stone requested that the holiday calendar be brought to the next meeting.

### **INFORMATION ONLY**

1. July 2010 Treasurer Report
2. July 2010 Investment Report
3. August 2010 Treasurer Report
4. August 2010 Investment Report

### **EXECUTIVE SESSION**

**ADJOURNMENT**

Mayor Fridae adjourned the meeting at 7:20 p.m.

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Woody Fridae, MAYOR

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers

**DATE :** 11/16/2010

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

**FROM:** Nanci G. Mills, Director of Administrative Services and City Clerk *Nanci*

**SUBJECT:** Street Closure Requested by Winters Chamber of Commerce

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**RECOMMENDATION:**

Approve the closure of East Main Street between Railroad Avenue and Elliot Street to allow for merchants and non-downtown businesses to host booths promoting their businesses in conjunction with the annual Holiday Tree Lighting ceremony.

**BACKGROUND:**

Al Aldrete of the Chamber of Commerce has requested the closure of East Main Street between Railroad Avenue and Elliot Street on Saturday, December 4<sup>th</sup> from 4:00 pm until 8 pm. The "no parking" would start at 3:00 pm. Mr. Aldrete has requested that signs be posted throughout the closure area and barricades be placed at the East Main/Railroad and East Main/Elliot intersections.

This event allows the community to come out, enjoy the holiday festivities while strolling up and down Main Street, enjoying the hospitality of various Winters businesses.

Al Aldrete has notified the East Main Street business owners located between Railroad Avenue and Elliot Street of the requested closure, and has provided a listing of the names and signatures of these business owners who have acknowledged and agreed to these street closures.

Closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

Per the City's Street Closure Ordinance, it requires Council approval of identified streets on the attached form.

**FISCAL IMPACT:**

To be Determined (Police staff overtime, signage, barricade placement)



**City of Winters Request for Street Closure**

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

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

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

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

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

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

Name: Al Aldrete Organization: Winters Chamber of Commerce  
Address: 11 Main St., Winters CA 95694 Mailing Address: 11 Main St., Winters CA 95694  
Telephone: 530-795-2329 Today's Date: \_\_\_\_\_  
Streets Requested: Closure of East Main between Railroad and Elliot  
Date of Street Closure: Dec. 4, 2010 Time of Street Closure: 4pm-8pm  
Description of Activity: Holiday Tree Lighting Ceremony, merchant booths of LOCAL merchants only. Carols, Santa and Festivities  
Services Requested of City: \_\_\_\_\_  
APPROVED: [Signature] Police Department 35 Public Works Department





**TO:** Honorable Mayor and Council Members I  
**DATE:** October 16, 2010  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Bruce Muramoto, Chief of Police; Scott Dozier, Fire Chief   
**SUBJECT:** Award of construction contract for Radio Communications Systems Tower Project

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**RECOMMENDATION:**

Staff recommends that the City Council (1) Award a construction contract for the Radio Communications Systems Tower Project to L. D. Strobel Company, Inc. in the amount of One Hundred Fourteen Thousand, Eight Hundred and Eighty Dollars (\$114,880.00). (2) Authorize the City Manager to execute the construction contract on the City's behalf.

**BACKGROUND:**

The Public Safety Facility, Project No. 05-03, was established to design and construct a facility to house both Departments. On June 15, 2005, the City Council approved the selection of the site for the new facility. The site is located along West Main Street, north of Grant Avenue, off the future street being constructed with the Ogando-Hudson subdivision, and the land will be granted to the City with the Ogando-Hudson Final Map. It was determined early on in this project that a new radio communications tower would be needed do to the current Fire Department site being abandoned. Additionally, the current communications tower at the Fire Department is only 70 feet in length and "unrated". It provides limited receive and transmit capabilities due to its short height. A taller communications tower would improve police and fire units to communicate more effectively thus improving officer safety. The Yolo Emergency Communications Agency (YECA) also had a need to improve the radio communication infrastructure for the Southwest end of the county. This improvement of the radio infrastructure would benefit Winters Fire, Yolo Sheriff and Winters Police departments. YECA would also install a microwave communications system that would link the cities and county with a voice and limited data system. The JPA would also act as the Project Manager for the Communications Tower project on the City of Winters behalf.

On July 22, 2008, the City of Winters Planning Commission conducted a public hearing and, subsequently, approved the following planning entitlements for the City of Winters

Public Safety Facility:

- Site Plan Review
- Design Review
- Conditional Use Permit
- Variance (to height requirements)

The project, including site plan and design, was determined to be consistent with City plans and policies, as analyzed in the Planning Commission Staff Report dated July 15, 2008. Therefore, a Conditional Use Permit was granted as required by the zoning ordinance for a public facility in a P/QP zone.

It was also determined that approval of the variances to City height requirements for the wall, communications tower, and public safety building would be in the interest of the public's health, safety and welfare by reducing noise, light and glare on neighboring residences, and maximizing security and communications during the course of police and fire operations.

- The first variance is for a proposed 140-foot public safety communication tower.
- The second variance is to provide an eight to ten foot high fence along the west side of the fire and police compound. This request for the additional height is a safety and security issue.
- The third variance is for the two story section of the facility that will house the fire department living quarters to exceed the 40 foot maximum structure height by two feet making the top of the two story section of the building 42 feet from ground level to the peak of the roof line.

In Fiscal Year 2008 the City of Winters applied for and received a Federal Homeland Security grant to erect a 140 foot radio communications tower at the Public Safety Facility. The Federal Homeland Security grant funded \$140,000.00 of the communication tower's cost.

From 2008 to June of 2010, the JPA and City of Winters staff worked with California Emergency Management Agency (Cal EMA), Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA) to meet all the requirements to construct and Radio Communications Tower. In June of 2010 the City received authorization to construct the Tower and the JPA was directed to proceed with the project.

On October 11, 2010 the City of Winters, through the JPA, issued a Request for Proposal (RFP) for the radio tower project. On October 29, 2010 the JPA received four (4) bids at the close of bidding. All bids were reviewed for responsiveness and

responsibility per requirements in the Bid and Contract documents. After review, it was determined that L.D. Stroble Company, Inc. was the lowest responsive/responsible bid.

**FISCAL IMPACT:**

The project is funded by a Federal Emergency Management Agency Homeland Security Grant for \$140,000.00. The construction authorization amount is within the approved Project Budget Sheet amount.

**ATTACHMENTS:**

Exhibit A Radio Communications Systems Tower Project RFP

Exhibit B-Bid Tabulation/Evaluation

Exhibit A<sup>u</sup>



## RADIO COMMUNICATIONS SYSTEMS TOWER PROJECT

### SCOPE OF WORK AND TOWER REQUIREMENTS



Prepared by: Yolo Emergency Communications Agency (YECA)

October 11, 2010

**CITY OF WINTERS**  
*Radio Communications System Tower Project*

**CITY OF WINTERS**  
*Radio Communications System Tower Project*

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## CITY OF WINTERS

### *Radio Communications System Tower Project*

#### **1.0 GENERAL**

- 1.1 The scope of the work encompassed by this specification includes the furnishing of all material, labor, transportation, and engineering to completely design, fabricate, provide and erect a 140 foot self-supporting 3 leg tower, including all appurtenances, to be installed at the new City of Winters Public Safety Facility, 700 Main St., Winters, California, including but not limited to:
- 1) The structural design and fabrication of the replacement tower to the specifications.
  - 2) The design of the tower foundation per the attached geotechnical engineering report dated August 18, 2008.
  - 3) The design and installation of the grounding system required for the tower.
  - 4) The design and fabrication of the tower climbing ladders and safety cable systems.
  - 5) The design and fabrication of microwave and other antenna supports with mounting brackets.
  - 6) The design and fabrication of waveguide / transmission line support structures and ladders.
  - 7) The design and installation of cable entry ports in the building.
  - 8) Furnish and Install foundation, tower, all tower appurtenances, tower grounding system, tower, wall penetrations, waveguide/transmission line support structure and cable ladders.
- 1.2 The microwave antennas, omni-directional antenna(s), and all antenna waveguide and antenna transmission lines, will be furnished and installed by others.
- 1.3 The telecommunications tower and its associated foundation or footings shall be designed by a California-licensed and registered professional Structural Engineer, specifically experienced in the design of telecommunication towers.
- 1.4 The telecommunications tower, its associated foundation or footings and all its appurtenances that are fabricated, constructed, or assembled and erected at the jobsite shall be fabricated, constructed or assembled by California-licensed Contractor(s).
- 1.5 The tower manufacturer shall have been in the primary business of manufacturing / fabrication of microwave towers for a minimum of ten years, under the same company name and ownership.

## CITY OF WINTERS

### *Radio Communications System Tower Project*

- 1.6 The construction of the telecommunications tower and foundation must be performed under the direct on-site supervision of a full time, qualified contractor employee. This employee shall have a minimum of 5 years experience in the construction and erection of communications towers.
- 1.7 Where the requirements of an industrial or government standard that is outlined below is in conflict with another industrial or government standard that is also outlined below, the more demanding requirement shall apply.
- 1.8 All design and analysis computations and installation drawings developed and/or used in this project shall be certified and wet-stamped by a California-licensed registered professional Structural Engineer.

## **2.0 TOWER LOCATION**

### 2.1 Site Location

- 2.1.1 The telecommunications tower shall be located at the Winters Public Safety Facility currently under construction at the northwest corner of W Grant Ave. & Main St., Winters, CA.
- 2.1.2 The tower shall be located in accordance to the attached drawing "WSP\_SP\_tower layout\_B.pdf"
- 2.1.3 The tower shall be orientated as depicted on the attached drawing with one face parallel to the adjacent building wall.

## **3.0 CODES, STANDARDS, REFERENCES AND SPECIFICATION**

- 3.1 The most current editions of the following documents, in effect at the time of solicitation for bids for this project, form a part of these specifications. In the event of conflict between this specification and the codes, standards, and specifications below, the most stringent requirement shall govern.
  - American Institute of Steel Construction (AISC), Manual of Steel Construction
  - American Welding Society (AWS), Structural Welding
  - Institute of Electrical and Electronic Engineers (IEEE) Standard 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
  - California Electrical Code, Title 24, Part 3, 2007
  - FAA Advisory Circular #AC 70/7460-1K
  - ANSI/TIA-222-G Latest Revision
  - American Institute of Steel Construction (AISC)

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### *Radio Communications System Tower Project*

- FCC Rules and Regulations, Part 17, Construction, Marketing and Lighting of Antenna Structures
- American Concrete Institute ACI 318
- Concrete Reinforcing Steel Institute (CRSI), Manual of Standard Practice
- Geotechnical Report, "Winters Police and Fire Facility" prepared by ENGEO, Inc., August 18, 2008.
- Title 24, California State Building Code

#### 3.2 American Society for Testing and Materials (ASTM):

- A-36, A-50, A441 and A572, Structural Steel
- A-53, Welded and Seamless Steel Pipe
- A-123, Zinc Coating
- A-153, Zinc Coating
- B-695, Coatings of Zinc
- A-385, Zinc Coating
- A-307, Low Carbon Steel
- A-325, High Strength Steel Bolts
- A-615, Reinforcing Bars
- A-706, Reinforcing Bars
- ASTM C-9, Ready-Mixed Concrete

#### 3.3 Where local ordinances specify higher standards than those represented in this specification, the local ordinances shall govern.

## **4.0 ANALYSIS AND DESIGN**

4.1 The telecommunications tower shall be a freestanding, open lattice, steel, three-legged tower with pipe legs.

4.2 The tower, when fully loaded with antenna assemblies, waveguide, transmission lines and other appurtenances, shall be designed in accordance to the ANSI/TIA-222-G Standard, latest edition for Yolo County, CA, using Exposure C, Structure Class III, and topographic Category I. The structure shall be designed to support all specified antennas, including future antennas, and to hold all antennas on path within the twist, sway and displacement limits of ANSI/TIA/EIA-222-G. Where multiple frequencies are specified, the most critical twist, sway and displacement limits shall govern.

4.2.1 Antenna loading shall be:

4.2.1.1 Microwave main antenna with centerline at 111 feet,  
8' High Performance dish, Azimuth 337.8 degrees.

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### *Radio Communications System Tower Project*

- 4.2.1.2 Microwave diversity antenna with centerline at 81 feet, 8' High Performance dish, Azimuth 337.8 degrees.
  - 4.2.1.3 One (1) future 8' High Performance microwave dish at 130 feet, Azimuth 180 degrees; and one (1) future 8' High Performance dish at 100 feet, Azimuth 180 degrees.
  - 4.2.1.4 At the top of the tower will be a receive antenna bay for one (1) Telewave ANT150D6 VHF 4 bay dipole and one (1) Telewave ANT850FG 800 MHz antenna.
  - 4.2.1.5 Below the diversity microwave dish at approximately 60 feet will be the transmitter bay where two (2) ANT150D6 VHF 4 bay dipole antennas and one (1) Telewave ANT850FG 800 MHz antenna will be located.
  - 4.2.1.6 For future growth, eight (8) omni-directional antennas mounted near the 90-foot level.
  - 4.2.1.7 All two-way radios will use 7/8" feed line and the microwave cable will be similar to the RFS E60 or the Andrew EU163.
- 4.3 The structural design of the telecommunications tower and foundation shall comply fully with the requirements of the 2007 California Building Code, Title 24, and ANSI/EIA-222-G.
- 4.4 Dimensions of Telecommunications Tower
- 4.4.1 The telecommunications tower shall have a height of 140 feet ( $\pm$  1').
  - 4.4.2 Tower foundation must be located as per the attached drawing. The center-to-center distance of the legs shall not exceed 20 feet.
  - 4.4.3 If a straight section is to be utilized at the top of the tower, it shall not exceed 20 feet.
- 4.5 The allowable unit stresses and the actual tower stresses resulting from the specified design loads shall not exceed those given in the AISC specifications, latest edition.

**CITY OF WINTERS**

*Radio Communications System Tower Project*

**5.0 TOWER PRODUCTS**

5.1 Fabrication

- 5.1.1 All fabrication, erection and identification of structural steel shall conform to AISC specifications.
- 5.1.2 Under no circumstances shall "dissimilar metals" be used in contact with one another.
- 5.1.3 Hot-dipped galvanizing of tubular sections shall be inside and outside per standards and methods listed elsewhere in this specification.
- 5.1.4 Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure". All welders shall be certified per AWS D1.1.
- 5.1.5 Materials shall be properly marked and match-marked for field assembly. All material shall be fabricated for a delivery sequence that shall expedite erection and minimize field handling of materials.
- 5.1.6 The tower shall be provided with a cap plate at the top of each tower leg to reduce the infiltration of water.
- 5.1.7 The tower shall be provided with drain plates beneath each tower leg base for the removal of water and condensation from the interior of the tower.

5.2 Connections and Locking Devices

- 5.2.1 No field welding shall be permitted unless specially approved in writing by both the Tower Manufacturer and the City Building Official.
- 5.2.2 All members shall be connected with galvanized structural bolts conforming to ASTM A325 unless otherwise approved by the City.
- 5.2.3 The vendor shall provide bolts, nuts, lock nuts and lock washers in a quantity in excess of the actual bolt count, for each size required for the tower. The vendor shall immediately replace any shortages.

Bolt Count	Percentage Excess	Minimum Excess
0-200	5%	1
200-500	4%	10
500-1000	3%	20
1000 and over	2%	30

- 5.2.4 The tower shall be provided with the correct size and length of anchor bolts necessary to carry the anticipated tower loads. Tower anchor bolts shall have an embedded steel template at the bottom of each group of anchor bolts.

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### *Radio Communications System Tower Project*

- 5.2.5 All threaded fasteners shall extend not less than 1-1/2 threads beyond nuts and locking devices.
- 5.2.6 All threaded fasteners shall be installed, in vertical applications, with the bolt inserted from the bottom and the nut installed on top.
- 5.2.7 ANCO™-type lock nuts shall be used on all structural connections. Lock washers may be used only on non-structural connections such as ladder brackets and U-bolts.

#### 5.3 Climbing Facilities

- 5.3.1 Anti-fall devices, meeting the requirements of CAL-OSHA shall be provided.
- 5.3.2 Tower climbing ladders shall have a horizontal step rung width of 16 inches. The minimum diameter of the step rungs shall be 3/4 inch. Rungs shall support concentrated loads of 250 pounds. The maximum allowable spacing of the rungs shall be 12 inches. 7 inches of clear space behind the ladder is required.

#### 5.4 Finishes

- 5.4.1 All steel members and fasteners shall be galvanized (zinc coated) per standards in Section 3.0 of this specification.
- 5.4.2 Under no circumstances shall any coating on any metal member or fastener be cathodic relative to the base material.
- 5.4.3 Use "ZRC 221 Galvanizing Compound" or equivalent, zinc rich paint, or City approved equal, to touch up damaged galvanizing. Touch up may be done by either a spray or brush application.

## **6.0 TOWER APPURTENANCES**

#### 6.1 Grounding

- 6.1.1 The tower shall be supplied with a complete and installed grounding system, which conforms to the following requirements and ANSI/TIA-222-G, Section 12, "Protective Grounding" and "Winters Tower Ground Design\_Rev1\_091010" drawing attached.
- 6.1.2 A galvanized steel lightning rod, with minimum dimensions of 5/8-inch diameter by 4 feet long shall be attached to extend a minimum of 18 inches above the highest point of the tower, including all attachments.
- 6.1.3 All ground conductors shall be 2 AWG solid tinned copper wire.
- 6.1.4 Install a buried ground ring around the tower base approximately 3' outside the

## CITY OF WINTERS

### *Radio Communications System Tower Project*

perimeter of the tower at a minimum depth of 30" below grade.

- 6.1.5. Install 5/8" x 10' copper weld ground rods in the pattern indicated around the tower and along the north side of the building as depicted on the attached drawing. The top of the ground rods shall be 30" below grade.
- 6.1.6 Ground conductors from inside the building shall be installed in 1/2" diameter or larger drilled holes through the concrete slab. These holes shall be drilled at an angle to go through the slab and exit a minimum of one foot (1') below grade in the face of the foundation.
- 6.1.7 Install a Master ground bar, a Waveguide Interior ground bar and a Waveguide Exterior ground bar. They are to be 1/4"x4"x24" copper bars, (Harger GBB 14424M).
- 6.1.8 Install two (2) runs of 2 AWG tinned solid copper wire from locations on the buried ground ring to the master ground bar inside the building. Make connections using irreversible compression 2-hole lugs (Burndy or Thomas & Betts) installed using lug manufacturers recommended tools. Hardware used on the ground bar shall be 316 stainless steel. The conductors shall be installed through holes in the building concrete slab as described in 6.1.6 above.
- 6.1.9 Install two (2) runs of 2 AWG tinned solid copper wire from locations on the buried ground ring as depicted on the drawing to Panel "CC". The conductors shall be installed through holes in the slab described in 6.1.6.
- 6.1.10 Install four (4) runs of 2 AWG tinned solid copper wire from the locations on the buried ground ring to building steel at locations indicated on the drawing. Make connections to the building steel using irreversible compression 2-hole lugs (Burndy or Thomas & Betts) using lug manufacturers recommended tools. The conductors shall be installed through holes in the slab described in 6.1.6.
- 6.1.11 Install two (2) down conductors from the external waveguide ground bar to the buried ground ring. Conductor on the outside wall of the building shall be run in two (2) runs of 1/2" schedule 80 PVC conduit from just below the ground bar to one foot (1') below grade. Make connections to the building steel using irreversible compression 2-hole lugs (Burndy or Thomas & Betts) installed using lug manufacturer recommended tools. Hardware on the ground bar should be 316 stainless steel.
- 6.1.13 Bond two (2) of the anchor bolts for each leg of the tower to the buried ground ring using individual 2 AWG tinned solid copper wire, (one per anchor bolt). See Detail A on "Winters Tower Ground Design\_Rev1\_091010" drawing.
- 6.1.14 Bond the rebar structure of each tower leg foundation to the buried ground ring using the method and materials indicated in Detail A of the attached drawing "Winters Tower Ground Design\_Rev1\_091010".
- 6.1.15 Connections to ground rods and between grounding conductors underground shall be made using approved exothermic welding systems such as Erico Cadweld™ or Burndyweld™.

## CITY OF WINTERS

### *Radio Communications System Tower Project*

6.1.16 All ground rods, couplings splices and connectors shall be listed by a nationally recognized testing laboratory for the purpose used.

6.1.17 All underground ground wire, ground rods, and connections between them shall be inspected by the City's Special Inspector prior to back filling the trench.

6.1.18 The tower vendor shall test the new tower ground system and furnish test records showing compliance to the requirements in 6.1.1. The ground testing shall comply with the methods of IEEE Standard 81, latest edition.

#### 6.2 Antenna Mounts

6.2.1 Pipe mounts shall be plumb in each axis.

6.2.2 Pipe mount positioning should not prevent direct waveguide installation to any antenna.

6.2.3 Mounts and stiff-arm support locations shall meet or exceed the standards specified by the antenna manufacturer in their latest installation bulletin.

6.2.3 Antenna mounts shall be supplied and installed for the antennas identified in Section 4.2.

#### 6.3 Waveguide and Transmission Line Support

6.3.1 Vertical cable ladders shall be provided to support all present and future waveguides and transmission lines. The location of vertical cable ladders will all the transmission lines must be shown on the installation drawings.

6.3.2 A horizontal waveguide/transmission line bridge shall be provided.

6.3.3 Support for waveguides and transmission lines shall be provided at a minimum of 24" intervals on both vertical and horizontal structures.

6.3.4 All waveguide and transmission line support structures shall be grounded in accordance with the tower grounding portion of these specifications and shall provide for grounding of all waveguides and transmission lines at the entry and the bottom of the vertical section of the structure.

6.3.5 Provide and install a cable entry panel with twelve (12) port of 4" diameter. The port layout shall be 3-high x 4-wide. The entry port assembly shall be Microfect part number B1118 or City approved equivalent. Microfect B267 sealing caps shall be provided and installed for each port.

6.3.6 Install the cable entry port assembly on the North wall of the equipment room building, between the air conditioners at a height of 7"-8" above the inside floor to the center line of the lowest port.

## CITY OF WINTERS

### *Radio Communications System Tower Project*

#### **7.0 EXECUTION**

- 7.1 The contractor shall provide complete telecommunications tower and foundation designs and calculations along with any other documentation required to obtain all building permits from the City of Winters Building Dept.
- 7.1.1 The contractor shall obtain all building permits and shall provide for all permit fees.
- 7.1.2 The contractor shall obtain a City of Winters Business License prior to commencing work on the tower.
- 7.2 Site Inspection
- 7.2.1 During the pre-bid site inspection, the contractor shall inspect the site, make all necessary measurements, determine the dimensions and elevations of existing structures and surroundings to verify the ability to erect the tower in the designated location and aid in this design and installation.
- 7.2.2 The contractor shall photographically document conditions at the site prior to the commencement of any work. The site shall be restored to the documented condition upon completion of work.
- 7.2.3 Care shall be taken to erect the tower in such a manner that should material or equipment fall, it shall not come in contact with any existing buildings, antennas or tower structures.
- 7.3 Erection and Installation
- 7.3.1 Tower erection shall be in strict accordance with manufacturers recommendations. The tower erector shall be responsible for design and erection of temporary bracing and shoring as may be required until all members are in place and secured to form a self-supporting unit.
- 7.3.2 After the materials have been unloaded, the Contractor shall inventory all parts per the bill of material and immediately report any shortages or damage to the City's Project Manager. Any missing or damaged parts shall be replaced by the contractor before tower erection begins.
- 7.3.3 Contractor shall train his employees in the proper use of the tooling, and shall 'qualify' each installer before permitting that employee to work on jobs covered by this contract."
- 7.3.4 Excavation spoils shall be transported to a City approved landfill or dumpsite.
- 7.3.5 A special inspector will be assigned by the City to oversee the testing of concrete and tower bolts.
- 7.3.5.1 Contractor shall coordinate concrete and bolt testing with the special inspector.

## CITY OF WINTERS

### *Radio Communications System Tower Project*

- 7.3.6 All bolts shall be installed such that the nut shall be on top of the leg flange with the bolt inserted from the bottom (facing up).
  - 7.3.7 The Contractor shall provide the crane required to lift tower sections and other materials.
  - 7.3.8 Contractor shall remove and dispose of dunnage following each delivery.
  - 7.3.9 Contractor shall perform a daily clean up of the site during construction.
  - 7.3.10 Contractor shall provide portable toilet facilities on site during the period of construction.
  - 7.3.11 The public safety facility where the tower is located is currently in varying stages of construction. The Contractor shall coordinate tower construction activities with the Bobo Construction Site Superintendent. The Contractor is responsible for repairing damage done to work in progress or already completed by Bobo Construction as a result of installation of the tower and grounding.
- 7.4 Finalization
- 7.4.1 Contractor shall remove all debris and equipment from the tower installation site upon completion of tower installation.
  - 7.4.2 Representatives from the City and Yolo Emergency Communications Agency (YECA) shall perform a final walk-through with the Contractor and generate a punch list.
  - 7.4.3 Contractor shall correct all defects and omissions noted on the punch-list.
  - 7.4.4 Final as-built drawings reflecting this project as installed shall be provided in both plotted (24 x 36 minimum, 10 copies) and electronic format, .dxf, and .dwg, 4 copies on CD's.
  - 7.4.5 Contractor shall provide a 20-year warranty for all materials and workmanship on the tower and all tower appurtenances warranted for a 5-year period.

## **8.0 SUBMISSIONS**

- 8.1 Contractor or subcontractor shall provide evidence of qualifications including a copy of their Current valid California Contractor's licenses for classes "A" (general engineering), "C51" (Structural steel) and "C7" (low voltage electrical).
  - 8.1.1 Contractor shall provide in the bid a copy of the annual CAL OSHA exaction permit issued to contractor or their foundation subcontractor.
  - 8.1.2 Contractor shall provide in the bid a copy of a recent CAL OSHA erection permit issued to contractor for a similar structure.

## CITY OF WINTERS

### *Radio Communications System Tower Project*

- 8.1.3 Contractor shall provide in the bid evidence that they have performed construction of at least 5 similar towers.
- 8.2 Complete plans, including foundation design and structural calculations certified by a Licensed Professional Structural Engineer of record registered in the State of California, shall be provided and shall be included in the cost of the tower. The contractor's plans shall be furnished in a format that conforms to the filing requirements of the City's permitting authority. All costs incurred to revise plans, including foundation design and structural calculations that may be required to comply with this specification are the responsibility of the Contractor.
- 8.3 Three (3) complete sets of wet stamped plans and engineering calculations for tower and foundation shall be submitted to the Yolo Emergency Communications Agency (YECA) within three (3) weeks of award for review and approval. The Contractor is advised to not begin fabrication until the design is approved. In addition, the plans shall be submitted in AutoCad version 2006 or newer \*.dwg and data exchange (\*.dxf) files. The plans shall show description with each part number, space measurements, antenna boom construction, placement of antenna mounts, cable ladders and cable support system, climbing ladders and methods of attachment of each. It will also include tower material weight including steel and zinc coatings.
- 8.4 After approval by the YECA, contractor shall provide four (4) complete sets of wet stamped plans and engineering calculations of tower and foundation for submittal to the City of Winters as the permitting authority.

## **9.0 SPECIAL REQUIREMENTS**

### 9.1 Security & Access Requirements

- 9.1.1 Work hours are 6:30 a.m. – 5:00 p.m., Monday through Friday. Work activities should be coordinated with the Bobo Construction Site Superintendent.
- 9.1.2 Equipment and materials may be stored at the work site in an area approved by Bobo Construction. Neither the City nor Bobo Construction will be responsible for loss of any type until the project is complete and accepted.

### 9.2 Safety Requirements

- 9.2.1 All standard CAL-OSHA safety procedures shall be followed. All required notifications are the responsibility of the Contractor.
- 9.2.2 All open trenches or excavations shall be covered as required by CAL-OSHA and the City.

### 9.3 The City shall provide:

- 9.3.1 The Geotechnical Report for the site completed by ENGEO, Inc., dated

## CITY OF WINTERS

### *Radio Communications System Tower Project*

August 18, 2008.

- 9.3.2 Single phase AC power 120V, 15-amp circuit. Contact the Bobo Construction Site Superintendent to identify power source points.
- 9.3.3 Bobo Construction shall designate an equipment staging area on or close to the site.
- 9.3.4 The City has obtained all planning, zoning and environmental approvals.

## **10.0 ATTACHMENTS**

- 10.1 Geotechnical Report: Winters Police-Fire Facility, August 18, 2008.
- 10.2 Drawing: Winters Public Safety Facility General site plan, "WSP\_SP\_tower layout\_B.pdf"
- 10.3 Drawing: Winters Public Safety Facility General site plan enhanced, "WSP\_SP\_tower layout\_B-1.pdf"
- 10.4 Drawing: "Winters Tower Ground Design\_Rev1\_091010.pdf"
- 10.5 Drawing: "Harger GBB 14424M Ground Bars.pdf"



**CITY OF WINTERS  
RADIO COMMUNICATIONS SITE TOWER  
YECA2010-007**

**ADDENDUM 1  
(Issued October 15, 2010)**

**Addendum 1 contains the following items:**

- A. Revision to the Scope of Work and Tower Requirements  
Section 1.0 General, 1.5, requirement that the tower manufacturer have been in the primary business of manufacturing/fabrication of microwave towers for a minimum of ten years, under the same company name and ownership.

**In order to inspire a more competitive pool of potential bidders, the requirement in Bullet 1.5 specifying that the tower manufacturer have been in business under the same company name and ownership for a period of ten years is changed as follows:**

- 1.5 In order to establish a degree of quality assurance, the self-supporting Steel Communication Tower Manufacturer shall have successfully engineered and fabricated a minimum of twenty (20) self supporting radio communications towers of 120 feet in height or greater within the past three years. This shall include the furnishing of design calculations of the tower and fabrication of the towers. Documentation shall include references and contact information and shall be submitted along with the bid package.

**YOLO EMERGENCY COMMUNICATIONS AGENCY (YECA)  
WINTERS RADIO TOWER PROJECT YECA2010-007**

**ADDENDUM 2  
(Issued October 27, 2010)**

Addendum 2 contains the following items:

- A. Responses to questions asked during phone calls and email and as a result of the pre-bid job site walk conducted on October 22, 2010 at 10:00 a.m.
- B. Pre-Bid Site Walk, sign in sheet

**QUESTIONS AND RESPONSES:**

**1. GENERAL QUESTIONS:**

- **Is the project building permit approved and ready for pick up?**  
*No, the Contractor is responsible for obtaining the permits.*
- **Are there work hour limitations?**  
*The site is in a residential area, the hours of work are Monday-Friday, 7 a.m. to 7 p.m., Saturday and Sunday 8 a.m. to 5 p.m. unless the Police Department receives complaints. The City requests that the Contractor keep the noise level to a minimum, especially on Sundays.*
- **What is the number of days for completion after Notice to Proceed?**  
*This project must be completed no later than January 28, 2011; Contractor should complete as much work as possible on grounding and cement work, and submit progress payments, while waiting for the tower to be built.*
- **Is this a prevailing wage job?**  
*Yes. This project is completely funded by a Federal Grant*
- **Is there a requirement to submit certified payroll reports?**  
*Yes.*
- **Are there as built plans/drawings available?**  
*Per Mark Dunbar, Bobo site Superintendent, there has been no changes from the original plan drawings.*
- **Who is responsible for cleaning tire marks left on concrete?**  
*Bobo Construction will do a final cleaning of the concrete and will remove tire marks, however Bobo requests the Contractor lay down a protective barrier such as Visqueen as*

*the dirt will stain the concrete. If the Contractors equipment leaves oil or stains other than tire marks, the Contractor is responsible for removal.*

- **Who is responsible for the paving around the tower to the building?**  
*Bobo Construction is responsible for the paving.*

**2. TOWER QUESTIONS:** Please note the following changes to Scope of Work and Tower Requirements, Section 7.0 Execution, sub section 7.4.5:

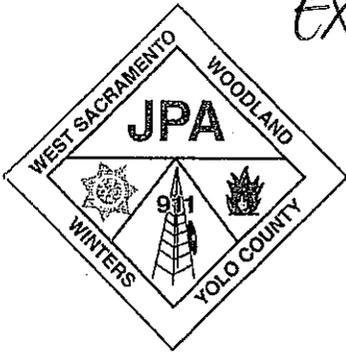
*The Tower Manufacturer shall provide a 5-year warranty for all materials and workmanship on the tower and all tower appurtenances including the lighting system.*

- **Is the use of solid rod legs for the tower allowed?**  
*Yes.*
- **In Scope of Work and Tower Requirements, section 1.0 General, sub section 1.4, does the tower have to be fabricated by a licensed California contractor?**  
*No, the Manufacturer does not have to be licensed in California, however the Contractor assembling the tower at the site must be a licensed California Contractor, and the tower should be stamped by a California S.E.*
- **Are any antennas or antenna cables being installed as part of this project?**  
*No. The contract for installation of new antennas and cable and radios has been awarded already. Tower loading information is available.*
- **Who is responsible for providing mounts for the antennas?**  
*The Contractor is responsible for supplying the antenna mounts.*
- **Are antenna mounts to be supplies and installed for all antennas listed in 4.2 including those considered as “future”?**  
*Yes.*
- **Who is responsible for installing the grounding ring around the tower and equipment room?**  
*The Contractor is responsible.*
- **Is there any preference on whether the tower sits on a pad or piers?**  
*No, however if a pad is used, it must not be above grade.*

**3. MISCELLANEOUS INFORMATION:**

- *Bid closing is 2:00 p.m. Friday, October 29, 2010*
- *Bid opening is 2:05 p.m. Friday, October 29, 2010*

Exhibit "B"



# YOLO EMERGENCY COMMUNICATIONS AGENCY (YECA)

35 N. Cottonwood St., Woodland, CA 95695 • Bus: (530) 666-8900 • Fax: (530) 666-8909

Patricia Williams  
Executive Director

## MEMORANDUM

November 1, 2010

To: Chief Bruce Muramoto  
City of Winters Police Department

From: Karen Avara, Operations Manager

**SUBJECT: WINTERS TOWER BID RESULTS AND RECOMMENDATION**

YECA opened the bid process on October 14, 2010 to solicit proposals for construction of the new radio communications site in Winters. A public notice was published in the Sacramento Bee on five (5) days between October 15<sup>th</sup> and October 21<sup>st</sup>. The RFP was published on the YECA, BidSync.com and City of Winters websites. All bid documents including site plan drawings were available for download on all three websites. Additionally, the announcement and bid documents were emailed directly to four tower manufacturing companies that had previously expressed interest in the project and requested to be notified when the RFP was issued.

An optional attendance pre-bid meeting and site walk was conducted on October 22<sup>nd</sup> and was attended by representatives from five (5) companies. Two addendums and one modification to the bid documents were issued with the last being published on October 28<sup>th</sup>.

1. The following bids were received by the closing deadline on October 29, at 2:00 p.m. and were publicly opened and announced beginning at 2:05 p.m. on the same date. The following four (4) bidders submitted bid proposals including a bid bond as per instructions of the bidding documents.

Bid No.	Name of Bidder
1.	Tashjian Towers Corporation
2.	BRCO Constructors, Inc.
3.	L.D. Strobel co., Inc.
4.	Roebbelen

2. The following bidders' representatives attended the public opening of bids.

Bidder No.	Name	Designation	Bidding Company Represented
3	Thomas Harris	Project Manager	L.D. Strobel Co., Inc.
4	Jonathan Cardin	Engineer	Roebbelen

3. The Bid Opening was conducted by Operations Manager Karen Avara and recorded by Administrative Coordinator Marci Neilson. Each envelope was inspected to verify it was marked as instructed in the bid documents. All four bid envelopes were in compliance. Reading and recording of bids was completed by 2:30 p.m. with the signing of the Record of Bid Opening document, a copy of which is attached as annexure of this document.

4. **Bid Evaluation:** Bidders were required to submit pricing proposals in a lump sum cost for the project (base bid total). As this is a prevailing wage job, bidders were also required to include their hourly rate (\$) including burden and profit.

The **Summary of Bid Prices** is indicated below.

No.	Name of Bidder	Bid Bond Cash, or Check inc.	Base Bid Total	Hourly Work (\$/hour inc. burden & profit)
1.	Tashjian Towers Corporation	Bond	\$108,955.00	\$97.00
2.	BRCO Constructors, Inc.	Bond	\$124,000.00	\$95.00
3.	L.D. Strobel Co., Inc.	Bond	\$114,880.00	\$95.00
4.	Roebbelen	Bond	\$134,583.00	\$90.00

The lowest combined evaluated bid, submitted by Bidder No. 1, Tashjian Towers Corporation is approximately 23% lower than the highest submitted bid and 5% lower than the second lowest bid.

5. **Evaluation of Bid Documents:** The bid proposals were examined and evaluated by Operations Manager Karen Avara.

The **Evaluation of Bid Documents** is indicated below.

ITEM	DESCRIPTION	Bidder Number			
		1	2	3	4
1.	<b>BID QUALIFIERS</b>				
1.1	Bid submitted by deadline	Y	Y	Y	Y
1.2	Bidder holds California Class A, C51, C7 Licenses, copy or license number included with bid (Subs C51 & C7 okay)	N	Y	Y	Y
1.3	Bidder included copy of recent CAL OSHA erection permit for similar structure	N	N	N	N

1.4	Bidder included proof that the Steel Communication Tower Manufacturer have successfully engineered and fabricated a minimum of fifteen (15) self- supporting radio communications towers of 120 feet in height or greater within the past three years.	Y	N	N	Y
1.5	Bidder has provided evidence of five (5) previous tower erections	Y	Y	Y	Y
<b>2.</b>	<b>BID DOCUMENTS</b>				
2.1	Doc. 00410 Bid Form: Filled in & Signed	Y	Y	Y	Y
2.2	Bid Addenda (2) & Bid Modification Acknowledged	P	P	Y	Y
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>2.</b>	<b>BID DOCUMENTS</b>				
2.3	Bid Schedule (Pricing) complete	Y	Y	Y	Y
2.4	Hourly \$ reflects prevailing wage	Y	Y	Y	Y
2.5	Bidder's Bond: Cash, Cashier's Check, Certified Check or Doc. 00420 Bidder's Bond executed by Bidder & Surety included for each site	Y	Y	Y	Y
2.6	Doc. 00430: Subcontractor's List included and complete	Y	Y	Y	Y
2.7	Doc. 00450: Bidder Information Sheet filled in and signed	Y	Y	Y	Y
2.8	Doc. 00451: Non-Collusion Affidavit filled in and signed	Y	Y	Y	Y
2.9	All bid documents submitted, all fields completed, legible, properly signed	P	P	P	P
<b>3.</b>	<b>PROJECT SCHEDULE</b>				
3.1	Number of days to complete from Notice to Proceed	70	70	40	80
Misc.	Bidder attended the optional pre-bid site walk	N	N	Y	Y
	<b>ALL BID REQUIREMENTS MET</b>	P	P	P	P

Rating Legend: Y = Yes      N = No  
P = Partial  
? = Follow-up Rq'd

**Comments:**

**1.2** Bidder 1 submitted a California State Contractors class C51 license, an inquiry with the California State License Board website and a confirmation phone call with the Bidder determined they did not meet the requirement of holding a Class A license.

**1.3** All Bidders were unresponsive to this requirement, further research determined that this should requirement should have no weight in the decision making process.

**1.4** Bidders 2 and 3 failed to supply the required proof of the successful engineering and fabrication of a minimum of fifteen (15) self supporting towers.

The Project RFP "Notice to Bidders" states under the section 'Award of Contract' that, "The City Council, however, reserves the right after opening of bids to reject any or all bids, or to waive any informality or irregularity (non-responsiveness) in any bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interests of the City of Winters."

As Bidder 3 met all other evaluation criteria and they were the lowest responsive, responsible bidder, I contacted Bidder 3 and they were able to immediately provide information to meet the requirement.

**2.2** Bidder 1 did not acknowledge addendum No. 2; Bidder 2 did not acknowledge the modification to addendum No. 1.

**6. Conclusions and Recommendations:** On the basis of the systematic evaluation of bids as presented in this report, it was concluded that the bid of Bidder No. 3, L.D. Strobel Co., Inc. out of Concord, CA was the lowest evaluated substantially responsive bid, therefore it is recommended that the Contract for the City of Winters Communications Tower project be awarded to L.D. Strobel Co., Inc., for the contract amount of one-hundred fourteen thousand eight hundred eighty dollars and zero cents (114,880.00)



KAREN AVARA  
OPERATIONS MANAGER

Attachment 1: Record of Bid Opening



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** November 16, 2010  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Gateway Planning and Economic Development Implementation Program

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**RECOMMENDATION:**

That the City Council approve the parameters outlined in this report for Gateway Planning and Economic Development.

**BACKGROUND:**

Both City staff and the City Council have spent a considerable amount of time discussing economic development and planning for the entrance to the City along Grant Ave at I-505. In 2007, the City Council approved a Strategic Action Plan, which ranked “economic development” as the highest priority for the City and included the Grant Avenue Corridor and the Downtown as the two main locations for this to occur. Over the past year, the City Council has approved concepts and plans to facilitate planning and economic development activity in this area. The City Council received a report and overview of a proposed process at the October 19, 2010 Meeting.

A number of suggestions were provided at this meeting which are incorporated into this report for the consideration and approval of the City Council.

**Discussion:**

Staff recommends a combination of programs to begin facilitating the resolution of planning issues and economic development to the area. This Implementation Program will allow many facets to work concurrently in order to accelerate the potential for quality development to occur in the area.

Specifically, the programs will include the following:

1. **Gateway Planning:** The resolution of planning issues and the preparation of policies to best define and facilitate desired development.
2. **Complete Streets:** Completion of the Caltrans "Complete Streets Project" to help conceptually define the roadway infrastructure and landscape design for the Grant Avenue Corridor.
3. **Economic Development Advisory Committee:** The appointment by City Council of an advisory body to the City Manager and staff on economic development policies and projects.
4. **Economic Recruitment:** Development and refinement of an overall business strategy to recruit viable and sustainable businesses to Winters.
5. **Designing a Sustainable and Innovative Winters Economy:** Convene a City, Business and public workshop to discuss ways of working regionally to capture innovative and leading edge businesses to Winters.

Each aspect of the Implementation Program is further described as follows.

#### **Timeline:**

Staff is recommending an aggressive timeline to move many of the elements of this proposal forward. This will include:

December, 2010- Advertisement for Economic Development Advisory Committee  
January, 2011- Appointment of Economic Development Advisory Committee  
February, 2011- Designing a Sustainable and Innovative Winters Economy Workshop  
February- May, 2011- EDAC Meetings  
March-June, 2011- Planning Commission Review- Design and Policy Guidelines  
March-July, 2011- City Council Review and Approval- Design and Policy Guidelines  
March-July, 2011- Economic Recommendations

It is the intent of Staff to develop a committee syllabus which will schedule topics for each of the meetings.

#### **Gateway Planning**

This aspect of the implementation program will include the following actions:

1. A review of current General Plan policies and development of recommended changes to the General Plan in order to facilitate economic development of the area.

2. Development of profiles for the key properties within the corridor. These profiles will include information such as completed environmental reviews, General Plan land use designation, zoning classification, and approved infrastructure and traffic thresholds for each property.
3. The review of current City policies regarding signage, design, architecture, energy, interconnectivity with other plans and other key policies to ensure adequacy with General Plan requirements and current desires. The establishment of guidelines for the Gateway Area under each (previously noted) subject area will result from the review.

Staff has drafted a Gateway Design Guideline to outline the draft of a guidebook which will be developed to help streamline development proposals which is attached.

### **Complete Streets Project- Completion**

Since February 2010, the City has worked with Caltrans on a comprehensive planning process to address infrastructure and landscape design elements for the Grant Avenue Corridor between El Rio Villa in Yolo County and Railroad Avenue. This process has included numerous community workshops and a public hearing/workshop before both the Planning Commission and the City Council. This project is due to be reviewed by the Planning Commission and adopted by the City Council by January 2011.

### **Economic Development Advisory Committee**

Staff is recommending that an “*Economic Development Advisory Committee*” (EDAC) be appointed by the City Council and serve as an advisory body to the City Manager and staff to facilitate a review of key policies, development of planning recommendations for the Gateway Area and assist in economic development recruitment.

There will be seven (7) members of the ECAC will consist of the following:

- 1 member appointed by each City Councilmember.
- 1 member of the Planning Commission appointed by the City Council
- 1 member from either the Chamber of Commerce Board of Directors or a regional planning agency.

Staff is recommending an application period of one month, then selection and appointment in January, 2011.

**Economic Recruitment:**

In July 2010, the City Council approved, in concept, an economic development strategy to help guide business recruitment and regional collaboration for sustainable jobs. This is included as Exhibit C of this proposal.

As part of the Implementation Program, staff is recommending that the program include all of those elements listed in the previous programs with an economic focus as follows:

1. Freeway/Visitor serving businesses to capture traffic along I-505 to include food, fuel and lodging.
2. Job creating business to include those outlined in the August economic concepts paper.
3. Development of a marketing program with the Chamber of Commerce and property owners to solicit business development within the Grant Ave Corridor.

The EDAC will work with Staff to develop an overall recruitment strategy and recommendations to advance these goals.

**Designing a Sustainable and Innovative Winters Economy:**

As part of the overall economic development strategy, the City will need to work collaboratively within the region in order to attract the top caliber businesses to our community. The administration at UC Davis has indicated their willingness to help convene a local workshop to facilitate a discussion on attracting leading edge businesses to Winters.

Staff will work to develop an agenda in concert with UC Davis and regional agencies

Attached as Exhibit D is a sample agenda of a similar program recently conducted in Davis.

**FISCAL IMPACT:**

None by this action.



# Gateway Design Guidelines (DRAFT)

A comprehensive guidebook for successful development  
in the Grant Avenue Corridor of Winters

## **Outlined Sections**

- **Property Profiles**: Include property maps with zoning, environmental review data, infrastructure thresholds
- **Development Layout Guidelines**: Include layout examples, themes and maps for properties.
- **Connectivity Guidelines**: Provide mapping of Putah Creek Master Plan, Bike/Pedestrian Plans and the Complete Streets cross-sections.
- **Materials Guidelines**
- **Smart Design in Development**: Include policy and literature on energy and environmentally smart design concepts and information on low impact development standards.
- **Winters Identifiers**:
- **Landscape Design Guidelines**: Develop guidelines and policy on landscaping requirements.
- **Complete Streets Guidelines**:
- **Gateway Development Policies**

Note: The City Council approved the following direction to staff on February 16, 2010 as the <sup>Board</sup> direction regarding economic development.

B

**Economic Development:**

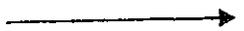
The City is currently in a position to implement a variety of strategies to position the City for added economic development to generate both tax revenues and jobs. The City Council approved the following:

1. ***Aggressively recruit and solicit development*** of job creating businesses in developable areas. This will require the following:
  - a. Reduce impact and building fees to make Winters more competitive as compared to neighboring cities.
  - b. Establishment of a streamlined and well developed processing system to allow businesses to quickly break ground and open properties for desired industries.
  - c. Actively market the Winters Community as a favorable business atmosphere, ready to accept emerging industries and technologies.
  - d. Create a development contract, much like a grant contract, which provides incentives to developers based on the number of jobs created and the amount of sales and property tax generated.

Development would provide fee and permit revenue initially and invariably increase the tax base of the community.

The City will begin working with area commercial brokerages and land owners to provide incentives for locating business and industry. The idea of establishing a "finders fee" for brokers who bring development and jobs could prove highly beneficial. These incentives, combined with a well defined approval process could position the City to receive additional development as the economy begins to improve.

2. ***Encourage and promote freeway serving development*** on Grant Ave. at the I505. This will primarily include co-brand development (food establishments paired with fuel/convenience) and hotels/lodging.
  - a. In order to proceed with this, the process will include the following:
    - i. Architectural planning process to update the City of Winters Design Guidelines for Grant Ave.
    - ii. Roadway/Public Infrastructure planning to combine the Grant Ave. Access Study and the Safe Streets Project through a Caltrans facilitated process.
    - iii. Begin a process (immediately) of actively working with property owners to define desired businesses and encouraging those to occur within the Gateway Master Plan area.
    - iv. Freeway development should not include business which will compete with similar businesses in the Downtown.



The City has interested businesses and developers and the property owners are interested in developing their properties in this area. In 2009, the City spent almost \$400,000 installing utilities to the Gateway area. This area is ready for development and the City will begin pursuing such.

**Fiscal Benefits:**

The City has been approached and is actively working with developers interested in proceeding with projects for two (2) co-brand projects and a mid-line hotel at Grant/1505. The estimated tax benefits of such projects are as follows:

<i>Project</i>	<i>Estimated Property Tax</i>	<i>Estimated Sales/TOT Tax</i>	<i>Total Revenue</i>
Co-Brand (1)	\$87,500 (\$5m Project)		\$87,500
Service Station		\$65,000	\$65,000
Food		\$25,000 (\$2.5m an Sales)	\$25,000
Co-Brand (2)	\$87,500 (\$5m Project)	\$25,000 (\$2.5m an Sales)	\$87,500
Service Station		\$65,000	\$65,000
Food		\$25,000 (\$2.5m an Sales)	\$25,000
Hotel	\$140,000 (\$8m Project)	\$200,000 (\$2m an sales)	\$340,000
<b>Totals</b>	<b>\$315,000</b>	<b>\$380,000</b>	<b>\$695,000</b>

These projects also bring jobs. The typical fast food restaurant generates 35-40 jobs per location. The typical hotel will generate 15-20 jobs and a service station 5. Total estimate on jobs is between 100 and 120 jobs for three projects.

Development of freeway serving commercial need not preclude a plan for the Grant Avenue corridor. The properties adjacent to Interstate 505 lend themselves to these types of business, but careful planning and visioning by City staff, Planning Commission, City Council and property owners could still result in a vibrant corridor that provides a variety of businesses and services that complement the downtown, leaving the freeway serving businesses to serve the freeway traffic.

3. **Impact Fee Adjustments for AB 1600 Major Projects Fees** to reduce the overall costs of development in Winters to become more attractive to developers. This would include:
  - a. **Removal of projects** within the fee program which have been recently developed by the CDA and City partnerships. This will include the public safety center and the pool which will eliminate almost \$10m in costs from the impact fee program.
  - b. **Cost Adjustments** which will reflect current costs for projects.

**Fiscal Benefits:**

Making projects more affordable to build in Winters will ultimately position the City to see development sooner and allow for better projects. The City has approved almost 700 residential units and not a single one of them has been constructed. Residential builders will evaluate affordability of moving forward when the housing market begins to rebound and it will come down to a cost basis for developing.

For industrial and commercial developers, the square foot cost will ultimately determine whether to move forward or not. Commercial development will also follow residential, hence positioning the City for residential development will also benefit the progress of commercial and industrial projects.

Staff has included an attachment of a draft revision to the Impact Fee Program as an example.

4. **Flood Overlay Area-** Amended program to include:
  - a. Establish a financing/assessment district in lieu of a fee program.
  - b. Re-analysis of the fee program based on previous cost estimates.

The fees within the Flood Overlay area are onerous and establish costs which make the fee higher than the cost of the land. The establishment of a financing district in lieu of the fees will allow development to proceed under the guise of a future assessment district which will be recorded with the development. When the flood project is constructed (ultimately through a financed project), the district will be established and assessed for the costs.

The re-analysis of the costs of the program will occur to reflect dropping construction costs.



## Economic Development Concepts August, 2010

Successful economic development starts with the recognition of the interconnection between various elements that have the same goal. The base of the community is the City's General Plan, which defines the overall goals for the City, including economic development. Related influences then include:

- Property Owners
- Developers
- Strategy
- Outside influences including UC Davis, SACOG and State initiatives.
- Planning
- Incentives for investment
- Public Process

The success of any economic development program also will rely on the receptiveness of a community to the prospects of new industry or commerce.

A cold reality of the present economy is the fact that potential businesses will rely on minimal capital risk in pursuing expansion. Localities will be required to lessen the investment risk for potential businesses in order to gain even a first consideration for the citing of a business.

### **Concepts for Winters Economic Development:**

A key to the success of a program in Winters will include embracing local initiatives and strengths, along with the ability to take regional opportunities and make them adjunct to Winters.

Staff recommends the following concepts::

- Sustainable jobs, where people can earn salaries that support families, mortgages and the local economy.
- "Green" jobs which realize advancements of an environmentally friendly economy within emerging technologies.
- Working with UC Davis and other groups to receive collateral benefits from

- research, grants and educational initiatives.
- Coordinating with groups such as the Apollo Alliance and Valley Vision, bringing capital and emerging industries together to grow jobs and industry.
- Agricultural jobs and research.
- Bio-tech and medical which collaborates with the work being accomplished in Solano County.
- Service Sector including business support, call centers and direct business support functions to adjacent industry.

### **Potential Uses and Businesses:**

The ability to define (or identify) the “types” of businesses or industry that will come to Winters is impossible and probably implausible. The advancement of new business sectors changes rapidly and the idea that we might define a specific sector will short change the City’s potential for receiving new business.

Regardless, some key indicators for business recruitment include:

- UC Davis advancements and research initiatives.
- Solano County growth areas including biotechnology and pharmaceuticals.
- Agricultural advancements and business opportunities.
- Local innovation.

The concept of “technology transfer” is the idea that the research and educational arms of universities fuel local business and industry. Much like Stanford University helped advance the boon in Silicon Valley, UC Davis could serve as a catalyst for “green” or other industrial sectors in our area.

***The key will be the ability of Winters to adequately position itself to receive the spin-offs from the technology transfer from UC Davis and the region. The window of opportunity for the greatest amount of benefits will most likely be small and the rewards considerable. The ability to act quickly and decisively could determine the winners and losers in the competition to land major businesses and jobs.***

Some of the main use categories which can be expected for Winters will include:

- Research/Technology Parks
- Manufacturing
- Biotechnology
- University related business
- Agricultural (Technology)
- Office/Professional
- Meeting/Conference Facilities
- Call/Service Centers

An important task will include defining certain zoning to allow a broad cross section of business opportunities within the scope of previously approved environmental assessments. This may simply include updates to some zoning definitions to recognize emerging business classifications and removal of antiquated categories.

**Locations:**

The focus of the economic development efforts will be as follows:

- Downtown Master Plan Area
- Jordan Property
- McClish Property
- Skreden Properties
- Robada
- Mariani
- Monticello
- CDA Properties

These properties are identified based purely on expressed interest of the property owners to initiate future uses or they are included in recently approved master plans.

**Process:**

In order to adequately position the City to achieve desired economic development, it will be critical that a clear and definable course for development to occur be defined.

The national recession has redefined how financial markets evaluate investment in real estate. The ability for developers to gain financing for "planning" or speculation of "potential" development is virtually gone. Business now requires more certainty in considering locations. This means that the City must utilize current planning documents or develop such to allow development a clearer path toward locating within the community.

In order to be successful, the City will need to establish a process for the various locations within the City which includes the following:

1. Define the vision of the current General Plan for the above-referenced properties. This will also include a review of environmental documentation already completed and development levels which have been approved.
2. Assessment of current General Plan Land Use designations and Zoning categories.
3. Project Processing Guidelines including critical path elements to help define how projects can proceed.
4. Design Guidelines which include building and energy requirements for development.

These documents are in development and will be brought back to the City Council at a later workshop.

**Networking:**

A critical success factor will be the City's ability to appear welcoming and desirous of investment within the community. It is also important that the City immediately begin working with potential partners within the region who play key roles in connecting business and industry to localities the business community. These contacts should include but not be limited to the following:

- UC Davis
- Valley Vision
- SACOG Rural Urban Connection Strategy
- Solano Economic Development Corp.
- Sacramento Area Regional Technology Alliance (SARTA)

The ability for the City of Winters to "be at the table" in the discussions on strategy and opportunity will be critical. Absent participation, the City may find itself left out of important opportunities within the region.

**Summary:**

A successful strategy requires a realization that accomplishing local goals will necessitate working within a broader region of interests and opportunities. It will not require that local standards or desired be comprised; however, it will entail setting higher standards and allowing development to occur that benefits both Winters and the Sacramento region..

**Designing a Sustainable and Innovative Davis Economy**  
**September 23, 2010**  
**University of California at Davis**  
**Conference and Visitor Center**

- 7:30 AM**      **Check in and Coffee**
- 8:00 AM**      **Welcome and Logistics**  
UC Davis Host Welcome  
*Steven C. Curall, Ph. D.*, Dean, Graduate School of Management  
Logistics for the Day and Sponsor Recognition  
*Christi Skibbins*, Executive Director Davis Chamber of Commerce
- 8:10 AM**      **Setting the Stage**  
Vision: Designing a Sustainable and Innovative Davis Economy  
Bill Alger, Chairman, Davis Chamber of Commerce  
Don Saylor, Mayor, City of Davis  
Process: Outline for the Day  
Carolyn Penny, UC Davis Extension  
Elvia Garcia, City of Davis
- 8:20 AM**      **Building Common Vocabulary**  
**Technology Transfer and Business Startups**  
Moderator: *Rochelle Swanson*, Councilmember, City of Davis  
*David McGee, Ph.D.*, Executive Director, UC Davis Innovation  
Access  
*Barbara Hayes*, Executive Director, Sacramento Area Commerce and  
Trade Organization (SACTO)  
*Meg Arnold*, Chief Executive Officer, Sacramento Area Regional  
Technology Alliance (SARTA)
- 9:00 AM**      **Round ONE Work Group - SWOT**  
  
OBJECTIVE: Identify strengths, weaknesses, opportunities and threats of the Davis area becoming a more vibrant environment for creation and retention of businesses related to UC Davis research activities and other green, tech, bio industries.
- 10:00 AM**      **Break**
- 10:10 AM**      **Round ONE Work Group - Report Out, Themes, and Issues**  
  
OBJECTIVE: Identify themes and potential strategic issues for afternoon work

- 11:15**            **TRANSITION to LUNCH**  
(Pick up box lunch and Reseat to afternoon groups)
- 11:30**            **Lunch - Vision for UC Davis and the Sacramento/Bay Area Region**  
*Linda Katehi, Ph.D., Chancellor, UC Davis*  
Introduction: *Don Saylor, Mayor, City of Davis*
- 12:30**            **Panel - Successes, Measurement, Lessons Learned and Needs**  
Moderator: *Bill Alger, Chairman, Davis Chamber of Commerce*  
*Michael Faust, President and CEO, Northern California World Trade Center, Vice-Chair, City of Davis Business and Economic Development Commission*  
*Adam Hansel, President, Digital Technology Laboratories*  
*Pamela Marrone, Ph.D., Founder and CEO of Marrone BioInnovations*
- 1:15**            **Break**
- 1:25**            **Round TWO Work Group - Action Planning**  
OBJECTIVE: Identify high leverage actions in each area.
- 2:30**            **Round TWO Work Group – Report Out and Reflections**
- 2:50**            **Closing Notes and the Way Forward**  
*Bill Alger, Chairman, Davis Chamber of Commerce*  
*Don Saylor, Mayor, City of Davis*
- 3:00**            **Adjourn**



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: February 2, 2010  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: RESOLUTION 2010-54, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AFFIRMING SUPPORT FOR EXPLORATION OF SHARED SERVICE OPPORTUNITIES BETWEEN LOCAL/PUBLIC ENTITIES IN YOLO COUNTY

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**RECOMMENDATION:** That the City Council approve Resolution # 2010-54, A Resolution of the City Council of the City of Winters affirming support for exploration of shared service opportunities between local/public entities in Yolo County.

**BACKGROUND:** The City Manager has been meeting regularly with the Yolo County Administrator and the City Managers of Davis, West Sacramento and Woodland to examine the feasibility of shared services. Through those discussions, a Yolo Shared Services Program attached as Exhibit A, was drafted describing shared interests and a process to facilitate consideration of future shared services proposals. Each potential participating agency is being asked to consider this draft document and approve a resolution affirming support for the exploration of shared service opportunities between local/public entities in Yolo County. The City Council's approval of the attached resolution along with the approval of resolutions by the collaborating agencies will allow the agencies to enter the next phase which is consideration of actual shared service opportunities for implementation.

Shared services may be generally defined as a program where two or more agencies have a need to provide a common service and choose to do so jointly through some form of partnership. One current example is the Yolo Emergency Communications Agency (YECA). Currently YECA provides a shared service, emergency dispatch, to Winters, West Sacramento, Woodland and the county. Others include road striping, light maintenance, child care services and fire services. While there are many existing examples, there remain significant opportunities for future consideration. For example, purchasing, human resources/training, emergency services planning (OES) and additional fire service collaboration

are among the areas currently being researched.

Shared services benefits can include reduced costs, enhanced levels of service and reduced duplication of services across agencies. Though there are significant benefits, case studies and best practices from throughout the nation suggest there are many potential impediments to successful implementation of shared services. Governance, accountability and agency expectations are among the issues that can impede success. To address this concern, the city managers and county administrator worked together to develop the attached program to identify in advance shared interests and a process that participating agencies will use to evaluate shared service opportunities. This systematic approach can not only sustain interest in exploring shared service opportunities over a longer time frame but also provide a process that identifies in advance key issues essential for success.

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

**Resolution No. 2010-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AFFIRMING  
SUPPORT FOR EXPLORATION OF SHARED SERVICE OPPORTUNITIES  
BETWEEN LOCAL/PUBLIC ENTITIES IN YOLO COUNTY**

**WHEREAS**, all local governmental and public school entities in Yolo County have been impacted by unprecedented reductions in revenues; and

**WHEREAS**, these reductions in revenues have made it increasingly difficult to maintain even basic levels of services; and

**WHEREAS**, maximizing public resources by sharing between entities where appropriate and feasible is a logical and necessary step if services are to be retained at reasonable levels; and

**WHEREAS**, the City of Winters is committed to providing the best possible services to our community in the most efficient manner feasible; and

**WHEREAS**, there are already many examples both within Yolo County and statewide where shared services are successfully provided while respecting local needs and identity; and

**WHEREAS**, the cities of Davis, West Sacramento, Winters and Woodland and the County of Yolo as part of the exploration of shared service opportunities have developed a vision statement, a set of values and ground rules for shared services as described in the draft Yolo Shared Services Program which is attached here for your consideration as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winters that the City of Winters hereby affirms support for the exploration of shared service opportunities between local/public entities in Yolo County.

**DULY AND REGULARLY ADOPTED** this 16th day of November, 2010 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

**CITY OF WINTERS**

\_\_\_\_\_  
Woody Fridae, MAYOR

**ATTEST:**

\_\_\_\_\_  
Nanci Mills, CITY CLERK



# Yolo Shared Services Program

## INTRODUCTION

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Shared Services can take different forms. Common examples include:

- Consolidation of existing services;
- Sharing responsibility for delivering services;
- Coming together to contract with a third party to perform services;
- Reallocation of responsibilities for delivering services;
- Forming a new entity to perform common services; and
- Sharing equipment and facilities.

## OBJECTIVES OF SHARED SERVICES

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The reasons for implementing shared services are numerous and varied. They may include the intent to:

- Create benefits of scale by combining activities;
- Avoid redundancy in staffing and operations;
- Improve the quality or economy of service delivery;
- Encourage specialization in service areas;
- Move common repeatable activities to a specialized entity or entities;
- Promote cooperation and interdependence between jurisdictions; and/or
- Meet expectations of elected officials and the general public for efficient use of taxes and inter-governmental cooperation.

## ADOPTING SHARED SERVICES

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Adopting shared services can be challenging. In most organizations it involves a change in the culture. Successful adoption and implementation depends on a number of factors, such as:

- A common, clear mandate or compelling vision;
- Strong commitment of leadership to the concept of shared services;
- Appropriately organized governance;
- Choosing the right delivery team composed of people who will collaborate;
- Flexibility from all parties and a willingness to cede authority;
- Processes that assure efficient decision making and easy administration;
- Focused attention on outcomes;
- A culture of responsibility and accountability;
- Monitoring performance and making adjustments;
- Selecting the appropriate scale, scope and solution; and
- Choosing the right location for the services.

# EXHIBIT A

## GROUND RULES

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The Yolo Shared Services Leadership Group (the Cities of Davis, West Sacramento, Winters, and Woodland and the County of Yolo) should consider adopting some basic ground rules that would guide our participation.

Possible examples include:

- Members will demonstrate strong support for the concept of shared services and communicate that support throughout their organizations.
- Members will develop a project model to serve as a template for shared services to promote mutual understanding and project continuity.
- Priority will be given to shared service projects that provide mutual benefit to participating members.
- Projects with asymmetrical benefits may be grouped to facilitate the necessary mutual benefit for participating members.
- Participants should rigorously demand that shared services deliver benefits not readily available from separate services.
- When a shared service project is selected for implementation it will be formally endorsed by all direct participants.
- Every shared service project will have at least a statement of intent, scope, plan for governance and list of objectives prior to commencing implementation.
- Participants will be fully accountable for the timely performance of their responsibilities.
- When issues arise they will be communicated directly to affected participants.
- Programs will be monitored and evaluated to assure that they meet the established objectives.
- Decisions, partnerships and agreements will be documented to serve as benchmarks for program administration and evaluation.
- Participants should seek to structure programs to deliver equitable distributions of services and proportional allocations of costs.

## VISION

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Our vision for shared services is to utilize the combined resources of Yolo city and county governments for the effective and efficient delivery of local government services within the communities of Yolo County. We will achieve this by:

- Reviewing all opportunities for shared services based primarily on “results-based” outcomes and measurable objectives that will complete the work with diminished resources;
- Implementing shared services with streamlined governance;

## EXHIBIT A

- Collaborating with elected officials, constituents and employees in the consideration, implementation and evaluation of shared services;
- Focusing on outcomes that exceed constituent/customer expectations;
- Using data driven performance measures as the primary tool for evaluating success;
- Leveraging the fiscal, human and equipment resources among the agencies in order to achieve the desired outcomes;
- Eliminating, if at all possible, the duplication of processes; and
- Building on the positive business and personal relationships that have been established among each agency's elected officials, appointed managers and line staff.

### VALUES

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The values that will guide implementation of shared services include:

- **TRUST AND INTEGRITY** which the agencies will demonstrate by following through on their commitments, duties and responsibilities;
- **COURTESY AND RESPECT** for everyone that each agency's representatives come into contact with, including customers and fellow employees;
- **TEAMWORK** as the most efficient and effective means to conduct the public's business;
- **QUALITY CUSTOMER SERVICE** that is both respectful and responsive to external and internal requests;
- **OPEN, HONEST AND CLEAR COMMUNICATION** between agencies, within each community and within each organization;
- **FISCAL ACCOUNTABILITY** as demonstrated by implementation of prudent financial practices and evaluation of performance;
- **VOLUNTEERISM AND CIVIC INVOLVEMENT** as demonstrated through the commitment to work with community organizations, neighborhood groups and individuals dedicated to public service from each community; and
- **COMMUNITY IDENTITY** that recognizes the distinctive character and culture of each city and the rural areas of the county.

### FRAMING QUESTIONS

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As we implement shared service projects we should attempt to answer the following questions:

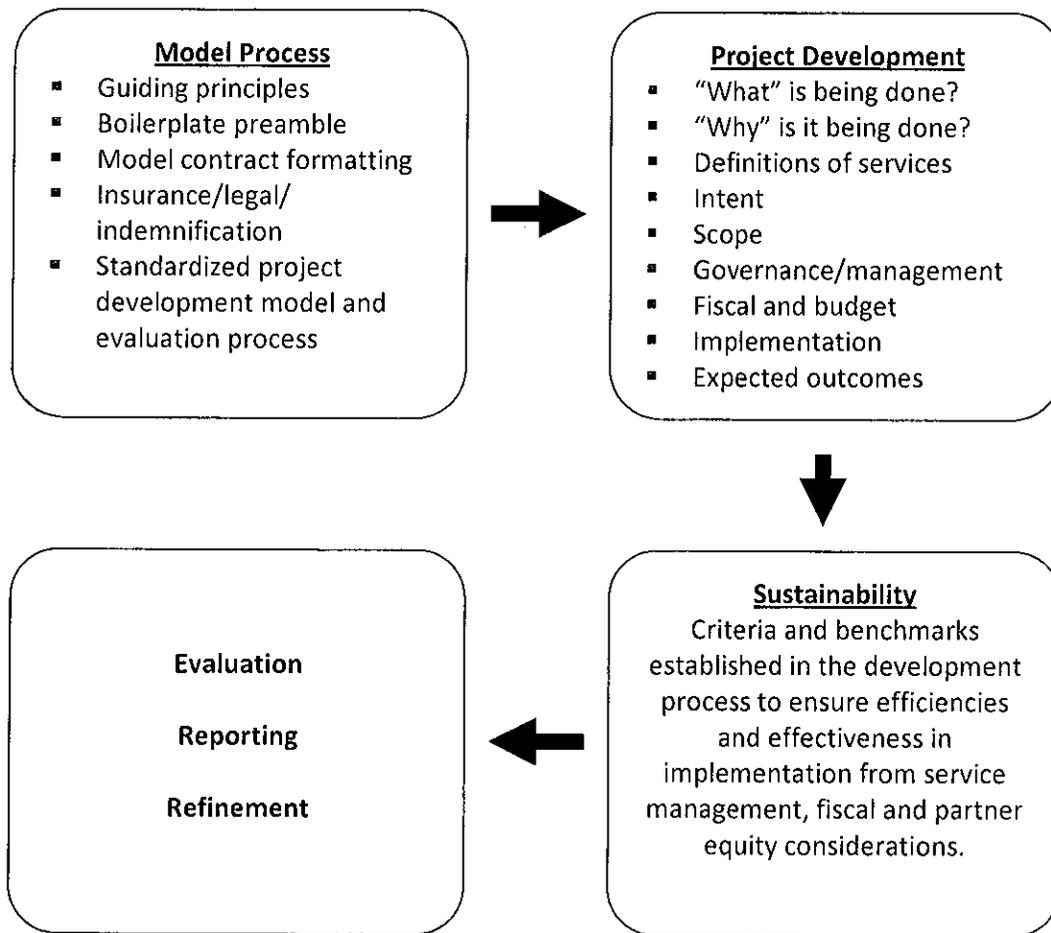
- To what extent will the proposed shared service successfully deliver policy priorities and achieve desired outcomes in the local area?

## EXHIBIT A

- To what extent will the shared service benefit local citizens, including less tangible values such as improved community cohesion and empowerment?
- Have engagement activities in developing the proposed shared service resulted in the needs of citizens being known more fully and properly acted on?
- Where will the proposed shared service have the greatest positive impact and where does it need to focus effort in the future?
- How will we know what is working well and what is not? How will the performance of the proposed shared service be measured and are the performance data robust?
- Will information on performance of the proposed shared service be easily accessible by the partnership and citizens?
- Are the vision and priorities for the local areas translated into operational plans in the proposed shared services delivery system?

### PROCESS

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CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: November 16, 2010  
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: Status of Utility User Tax

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**RECOMMENDATION:**

Staff recommends that the City Council receive this report regarding the status of the change in rate from 4.25% to 9.5% for the Utility User Tax.

**BACKGROUND:**

In June 2010, the Citizens of the City of Winters voted to increase the rate for the Utility User Tax (UUT) from 4.25% to 9.5%.

Staff notified all service providers of the change in the UUT by mail, and through contact by telephone throughout the months of June and July. The correct (9.5%) rate is posted in the online Municipal Code of the City of Winters located at [www.cityofwinters.org](http://www.cityofwinters.org).

A review of remittances received by the various providers of telephone, cellular telephone and gas and electric services, reveals that many of the providers did begin collecting the increase rate beginning July 1, 2010. However, there are many providers that did not begin, and indeed, are still collection and remitting the incorrect amount for the UUT.

Staff has undertaken the following to correct the amount of the UUT being collected and remitted:

1. All providers not collecting the correct amount are being notified via certified mail of the increase rate and their duty to collect and remit the rate. This action is being overseen by City Attorney John Wallace.
2. All providers not collecting the correct amount will be sent a "balance due" notice Director

of Financial Management Shelly Gunby. This notice will include the balance due from the particular provider for the under collected UUT as well as the ordinance that established the new fee and date the ordinance was effective.

Staff is confident that we will contact all vendors with these two actions to provide the proper collection and remittance of the approved UUT rate.

**FISCAL IMPACT:**

Proper collection and remittance of the UUT will ensure that budgeted revenues are received.

CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: November 16, 2010  
THROUGH: John W. Donlevy, Jr., City Manager  
FROM: John C. Wallace, City Attorney  
SUBJECT: Acquisition of Real Property - 201 First Street, Winters, Yolo County APN 003-203-16

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**RECOMMENDATION:** Adoption of Resolution 2010-55 approving the purchase, at appraised value of \$207,000.

**BACKGROUND:** With Yolo County vacating the old library building and moving library services to the new facility, Yolo County decided it had no further use of the property. The property was appraised for \$207,000, and the appraisal is available for review in the City Clerk's office. The City staff agreed to purchase the property AS IS, subject to City Council approval. Together with costs of title and escrow, the total purchase should not exceed \$210,000. The property has been inspected by a licensed contractor, who believes the building to be in sound condition. A structural engineer will complete his inspection prior to the Council meeting. The California Government Code authorizes cities, by section 37351, to acquire real property for municipal purposes.

**FISCAL IMPACT:** Approximately \$210,000, to be funded temporarily through Park and Rec funds. Once the extent of community use, and the type of community use, has been established funds can be transferred intra-account to reflect usage.

**Resolution No. 2010-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING THE PURCHASE OF REAL PROPERTY AT 201 FIRST STREET,  
WINTERS, CALIFORNIA**

WHEREAS, 201 First Street, Winters, California, Yolo County APN 003-203-16, formerly known as the County Library Building, has been used historically for community meeting space, for library purposes, and for other city and county uses; and

WHEREAS, the City, County of Yolo, and the Winters Joint Unified School District have cooperated to move library services to a new facility at Winters High School; and

WHEREAS, the County of Yolo and the City of Winters have agreed to the purchase and sale of the 201 First Street real property to continue the City's municipal uses on the site; and

WHEREAS, the City of Winters intends to continue to use the real property for community purposes, including the administration of park and recreation programs, recreation programs, and community meeting facilities; and

WHEREAS, California Government Code Section 37351 empowers the City of Winters to acquire real property for municipal purposes; and

WHEREAS, the County of Yolo, through the Board of Supervisors, has approved the sale to the City of Winters of the real property for its appraised value, \$207,000; and

WHEREAS, the City Council of the City of Winters agrees on the valuation and wishes to purchase the real property;

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS THAT THE PURCHASE OF THE REAL PROPERTY COMMONLY KNOWN AS 201 FIRST STREET, WINTERS, CALIFORNIA, YOLO COUNTY APN 003-203-16, IS HEREBY APPROVED. THE CITY MANAGER IS AUTHORIZED TO PAY THE APPRAISED VALUE FOR THE PROPERTY, AND COSTS OF TRANSFER INCLUDING TITLE AND ESCROW FEES. THE MAYOR AND CITY CLERK AND AUTHORIZED TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE PURCHASE OF THE PROPERTY, AND TO EXECUTE A CERTIFICATE OF ACCEPTANCE.**

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2010, BY THE FOLLOWING VOTE:**

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

\_\_\_\_\_  
Woody Fridae, MAYOR

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, CITY CLERK

## CORRECTED NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Winters will conduct a public hearing on November 16, 2010, at 6:30 p.m. in the Council Chambers of City Hall, 318 First Street, Winters, California. Purpose of the public hearing is to consider adoption of a RESOLUTION APPROVING THE PURCHASE BY THE CITY OF WINTERS OF THE REAL PROPERTY LOCATED AT 201 FIRST STREET, WINTERS, CALIFORNIA 95694, COMMONLY KNOWN AS THE OLD LIBRARY BUILDING, YOLO COUNTY APN 03-203-16.

The City Council is authorized by state law, California Government Code Section 37351, to purchase real property for municipal purposes. This purchase will restore the use of the building for community meetings and gatherings. The property has been appraised at \$207,000, and staff is recommending that the City Council approve the purchase for that price, in its current condition, from Yolo County. Because of the prior uses for meetings and gatherings, the purchase may be completed. Copies of the proposed Resolution are available for inspection or copying, pursuant to the California Public Records Act, at the office of Winters City Clerk, City Hall, 318 First Street, Winters, California.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Winters, City Clerk, 318 First Street, Winters, CA 95694 or you may telephone (530) 795-4910, extension 101. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, please contact Dawn Van Dyke, (530) 795-4910, extension 108 to arrange for those accommodations to be made.

Dated: November 2, 2010

John C. Wallace, City Attorney,  
City of Winters

**PURCHASE AND SALE AGREEMENT**

by and between

**COUNTY OF YOLO,**  
as Seller

and

**THE CITY OF WINTERS,**  
as Buyer

Dated

October 25, 2010  
(For Reference Purposes Only)

# PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is dated, for reference purposes only, as of October 28, 2010, and is entered into by and between THE CITY OF WINTERS, A MUNICIPAL CORPORATION AND GENERAL LAW CITY, (“**Buyer**”) and the COUNTY OF YOLO, (“**Seller**”) for the purchase and sale of certain real property located in the City of Winters (“**City**”), commonly known as 201 First Street, Winters, California, and hereafter defined as the “**Property**.” Buyer and Seller may be referred to herein as the “**Parties**” or either of them may be referred to as a “**Party**.”

## ARTICLE 1 DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

1.1 Closing and Closing Date. “**Closing**” means the consummation of the purchase and sale contemplated by this Agreement, the close of escrow and the delivery of possession of the Property to Buyer. “**Closing Date**” means the date stated in Section 8.1 for Closing.

1.2 Effective Date. “**Effective Date**” means the latest date set forth below the signatures of the Seller and Buyer on the signature page of this Agreement.

1.3 Environmental Laws. “**Environmental Laws**” shall have the meaning set forth in Section 6.1.7.

1.4 Escrow and Escrow Holder. “**Escrow**” means the escrow established to complete the transaction contemplated by this Agreement as set forth in Section 4.1. “**Escrow Holder**” means Placer Title Company, 134 C Street, Davis, CA 95616; Attention: Lisa Brigg.

1.5 Hazardous Substance. “**Hazardous Substance**” shall have the meaning set forth in Section 6.1.7.

1.6 Property. “**Property**” means the that certain parcel of land commonly known as APN No. 003-203-16, located at 201 First Street, City of Winters, County of Yolo, State of California, more particularly described on **Exhibit A**, attached to this Agreement; together with all rights, privileges and easements appurtenant thereto; together with any buildings, structures, or improvements on the parcel.

1.7 Purchase Price. “**Purchase Price**” means the price to be paid for the Property as set forth in Section 2.1.

1.8 Review Period. “**Review Period**” means a period ending at close of escrow.

1.9 Title Policy. “**Title Policy**” means an American Land Title Association owner’s policy of title insurance (Form 1992) (or such other policy issued by or through Escrow Holder

providing substantially similar coverage or as is required by Buyer in its discretion, together with such endorsements as are required by Buyer) providing coverage in the amount of the Purchase Price.

## ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on all of the terms, covenants and conditions set forth in this Agreement.

## ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. The Purchase Price for the Property is the sum of TWO HUNDRED AND SEVEN THOUSAND DOLLARS (\$207,000) payable in cash or by wire transfer of immediately available funds on or before the calendar day prior to the Closing Date.

## ARTICLE 4 ESCROW

4.1 Opening of Escrow. Within five (5) calendar days after the Effective Date of this Agreement, Buyer and Seller shall deposit an executed copy of this Agreement with Escrow Holder in order to open an escrow (“**Escrow**”) to complete the transaction contemplated by this Agreement.

4.2 Escrow Instructions. This Agreement constitutes joint escrow instructions to Escrow Holder, instructing it to consummate the purchase and sale of the Property by Buyer and Seller pursuant to the terms and conditions contained in this Agreement. Buyer and Seller shall execute such additional escrow instructions as may be reasonably requested by Escrow Holder, but in the event of any inconsistency between the terms of such escrow instructions and the terms of this Agreement, the terms of this Agreement shall prevail.

4.3 Close of Escrow. The consummation of the purchase and sale contemplated by this Agreement, the close of escrow, the recording of the Deed, defined below, transferring title to the Property from Seller to Buyer and the delivery of possession of the Property to Buyer (the “**Closing**”) shall occur on the dates set forth in Section 8.1 (the “**Closing Date**”) subject to the satisfaction or waiver of all conditions precedent to the Closing, as set forth in this Agreement.

## ARTICLE 5 CONDITIONS PRECEDENT

5.1 General Provisions. If all the conditions precedent set forth in this Article 5 have not been satisfied or waived within the times provided below, then the Party for whose benefit the unsatisfied condition exists may unilaterally cancel this Agreement and the Escrow at any time

thereafter, prior to such satisfaction or waiver, by written notice to Escrow Holder and the other Party. If the Party for whose benefit the unsatisfied condition exists cancels this Agreement and the Escrow as provided above, the Escrow Holder shall return to each Party all funds and other items, if any, deposited by that Party in the Escrow.

5.2 Buyer's Conditions Precedent to Closing. Buyer's obligation to proceed with the purchase of the Property and perform in accordance with the terms of this Agreement is subject to the following conditions precedent, which are for Buyer's benefit only.

5.2.1 Condition of Title. Buyer has reviewed and approved title to the property.

5.2.2 Buyer's Inspection. Buyer shall have investigated and approved of the Property, prior to close of escrow.

5.2.3 Title Policy. On or before the Closing Date, the Escrow Holder shall, upon payment of Escrow Holder's regularly scheduled premium, have agreed to issue an ALTA Owner's Title Insurance Policy ("**Title Policy**") for the Property upon the Closing, in the amount of the Purchase Price showing title to the Property vested of record in the name of Buyer in fee simple subject only to those Exceptions not disapproved by Buyer pursuant to Section 5.2.1, any changes to the condition of title that Buyer has approved or created, and the standard printed exceptions of the Title Policy, which Title Policy shall be in form and substance, and shall contain such endorsements, as are reasonably required by Buyer.

5.2.4 Seller's Representations. All representations and warranties of Seller contained in this Agreement shall be true and accurate in all material respects as of the Closing, and Seller shall have fulfilled all of its other obligations under this Agreement.

5.2.5 Seller's Obligations. On or before the Closing Date, Seller shall have performed every covenant to be performed by Seller pursuant to this Agreement including, but not limited to, the execution, as appropriate, and delivery at the Closing to Buyer of each item and document required to be delivered pursuant to this Agreement.

5.3 Seller's Conditions Precedent to Closing. Seller's obligation to convey the Property to Buyer and perform in accordance with the terms of this Agreement is subject to the following conditions precedent, which are for Seller's benefit only.

5.3.1 Buyer's Representations. All representations and warranties of Buyer contained in this Agreement shall be true and accurate in all material respects as of the Closing.

5.3.2 Buyer's Obligations. On or before the Closing Date, Buyer shall have performed every covenant to be performed by Buyer pursuant to this Agreement including, but not limited to, the execution, as appropriate, and delivery at the Closing to Seller of each item and document required to be delivered pursuant to this Agreement.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES**

6.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that the statements set forth in this section (i) are true and correct as of the date of this Agreement, (ii) shall be true and correct at the Closing, and (iii) shall survive the Closing.

6.1.1 Capacity. Seller has the capacity and full power and has obtained all required authorizations to enter into and carry out this Agreement and the transactions contemplated hereby.

6.1.2 Authorization; Due Execution. The execution, delivery and performance of this Agreement by Seller has been fully authorized by all requisite action on the part of Seller. Except as otherwise expressly set forth elsewhere in this Agreement, no other authorizations or approvals, whether of any person, entity or governmental body of any kind whatsoever, including any environmental assessments, are or will be necessary in order for Seller to enter into and perform its obligations under this Agreement. This Agreement, when executed and delivered by Seller, shall have been duly and properly executed by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms. All documents executed by Seller which are delivered to Buyer at or prior to the time of Closing will be, at the time of Closing, duly authorized, executed and delivered by Seller and, at the time of Closing, will be the legal, valid and binding obligation of Seller, enforceable in accordance with their terms.

6.1.3 No Default. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute (i) a default or an event which with notice or the passage of time or both would constitute a default under, or violation or breach of, any instrument or agreement to which Seller is a party or by which Seller or the Property, may be bound, or (ii) an event which would permit any party to any agreement or instrument affecting the Property or affecting Seller's ability to perform its obligations hereunder to terminate it.

6.1.4 Title. To the best of Seller's actual knowledge, no person or entity has any right, title or interest in or to the Property or any portion thereof other than as set forth in the Title Report or the ALTA Supplement.

6.1.5 Governmental Compliance. To the best of Seller's knowledge, Seller is in compliance with all zoning laws, building codes, environmental laws and any other laws, ordinances, rules, requirements, resolutions, policy statements and regulations of any governmental authority having jurisdiction over the Property ("Governmental Regulations") except where Seller's failure to comply will not have a material adverse effect on Buyer, the Property, or Buyer's intended use thereof following the Closing, and where Seller has notified Buyer of such failure.

6.1.6 Environmental Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of the same to the buyer of real property. Seller agrees to make all necessary disclosures required by law.

6.1.7 Hazardous Substances. To the best of Seller's actual knowledge, no Hazardous Substance has been released on or beneath the Property in violation of any applicable Environmental Laws. Further, Seller does not know of the use by any present or prior owner or occupant of the Property or surrounding real property for the dumping, discharge or disposal of Hazardous Substance thereon. The term "**Hazardous Substance**" as used in this Agreement includes, without limitation, those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCA § 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCA §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCA §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCA §§ 2601 et seq.]; the Hazardous Substance Transportation Act (HMTA) [49 USCA §§ 1801 et seq.] or under any other Environmental Law. The term "**Environmental Laws**" as used in this Agreement means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene, occupational or environmental conditions on, under, or about the Property, as now in effect.

6.1.6 Non-Foreign Certification. Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulation promulgated thereunder, and Seller is a resident taxpayer in the State of California for purposes of Revenue and Taxation Code Section 18662.

6.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that the statements set forth in this section (i) are true and correct as of the date of this Agreement, (ii) shall be true and correct at the Closing, and (iii) shall survive the Closing.

6.2.1 Capacity. Buyer has obtained all required authorizations and has the capacity and full power to enter into and carry out this Agreement and the transactions contemplated hereby.

6.2.2 Authorization; Due Execution. The execution, delivery and performance of this Agreement by Buyer has been fully authorized by all requisite action on the part of Buyer. Except as otherwise expressly set forth elsewhere in this Agreement, no other or further authorizations or approvals, whether of any person, entity or governmental body of any kind whatsoever are or will be necessary in order for Buyer to enter into and perform its obligations under this Agreement. This Agreement, when executed and delivered by Buyer, shall have been duly and properly executed by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms. All documents executed by Buyer which are delivered to Seller at or prior to the time of Closing will be, at the time of Closing, duly authorized, executed and delivered by Buyer and, at the time of Closing, will be the legal, valid and binding obligation of Buyer, enforceable in accordance with their terms.

6.2.3 No Default. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute (i) a default or an event which with notice or the passage of time or both would constitute a default under, or violation or breach of, any instrument or agreement to which Buyer is a party or by which Buyer may be bound, or (ii) an event

which would permit any party to any agreement or instrument affecting Buyer's ability to perform its obligations hereunder to terminate it.

6.2.4 Buyer's Reliance. Buyer has not received or relied on any representation or warranty from Seller (or anyone acting or claiming to act on Seller's behalf) other than as expressly provided in this Agreement. Buyer acknowledges that, except for the express representations and warranties of Seller contained in this Agreement, Buyer is relying solely on Buyer's own independent investigation of the Property in determining whether to proceed with the purchase. Buyer agrees that Seller shall not incur any cost or liability with respect to the content or accuracy of any report, opinion, or conclusion of any third party (including, but not limited to, consultants and engineers) who has examined the Property, whether retained by Seller or not.

6.3 Brokerage Commission. Seller and Buyer each warrant to the other Party that, no broker or finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and the warranting Party with respect to the other Party or the Property. Seller and Buyer shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder other than as provided above in connection with the Property and this Agreement resulting from the indemnifying Party's actions.

6.4 Property Sold AS-IS. Except as otherwise expressly provided in this Agreement, Buyer is acquiring the Property "AS IS," with all faults, without any covenant, representation or warranty of any kind or nature whatsoever, express or implied, and Buyer is relying solely on Buyer's own independent investigation of the Property in determining whether to proceed with the purchase.

## ARTICLE 7 PRE-CLOSING COVENANTS

7.1 Entry. As of the Effective Date, and until the Closing or earlier termination of this Agreement, Buyer, Buyer's agents and employees shall have the right to enter onto the Property for purposes of inspection and conducting soils, engineering and such other tests as Buyer may reasonably deem necessary or appropriate. Buyer shall indemnify, defend and hold Seller harmless from any cost, claim, lien, liability, damage, or expense arising from such entry by Buyer, Buyer's agents and employees or from the performance of any such inspection of the Property by Buyer, Buyer's agents and employees. If the transaction contemplated by this Agreement does not close for any reason, Buyer shall immediately after termination of this Agreement, at Buyer's sole cost, restore to the condition it was in as of the Effective Date of this Agreement any portion of the Property which is changed in any way by Buyer's investigation and review. Buyer's obligations under this Section shall survive the termination of this Agreement.

7.2 Seller's Covenants during Escrow. Following the Effective Date and until the Closing and delivery of possession of the Property to Buyer, Seller shall perform the following covenants.

7.2.1 No Change in Title. Seller shall not create or permit any liens, encumbrances, or easements to be placed on the Property.

7.2.2 No Change in Condition. Seller shall maintain the Property, or cause the Property to be maintained, in the same condition as it was in on the Effective Date.

7.2.3 No Default. Seller shall, at its sole cost and expense, perform all its obligations arising under any agreements, arrangements, and relationships affecting the Property.

7.2.4 No New Agreements. Without Buyer's prior written consent, Seller shall not enter into any agreement which would be binding on Buyer or the Property after the Closing.

7.2.5 Condemnation. Seller shall notify Buyer immediately if Seller becomes aware of a factual basis for any condemnation, environmental proceeding, special assessment proceeding, zoning action, land use or other litigation or proceeding against Seller or the Property that could detrimentally affect the Property or the use, ownership, development, sale or value of the Property.

## ARTICLE 8 CLOSING

8.1 Time. The Closing for the Property shall take place at eight o'clock A.M. (8:00 A.M.) on **or before November 19, 2010**, or on such date as the Parties may otherwise agree (the "**Closing Date**"). The execution and exchange of documents shall take place on the Closing Date, subject to the recording of documents and disbursement of funds by Escrow Holder. When Escrow Holder is in a position to issue the Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow as provided below.

8.2 Deposits into Escrow. On or before the calendar day prior to the Closing Date, the Parties shall deposit the funds and documents hereinafter described into Escrow. All documents shall be duly executed by authorized signatories and, when customary or necessary for recordation, properly acknowledged.

8.2.1 Seller. Seller shall deposit the following:

(a) A grant deed in the Escrow Holder's standard form transferring of all Seller's right, title, and interest in and to the Property to Buyer ("**Deed**");

(b) A certification (the "**Non-Foreign Certification**") duly executed by Seller under penalty of perjury setting forth Seller's business address and federal tax identification number, and certifying that Seller is not a "foreign person" for purposes of Section 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulation promulgated thereunder and that Seller is a resident taxpayer in the State of California for purposes of Revenue and Taxation Code Section 18662;

(c) Such proof of Seller's authority and authorization to enter into this Agreement and to consummate the transaction contemplated by as may be reasonably requested by the Escrow Holder.

8.2.2 Buyer. Buyer shall deposit the following:

(a) The Purchase Price for the Property;

(b) Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated by as may be reasonably requested by the Escrow Holder; and

(c) Additional funds in the amount necessary to pay Buyer's share of closing costs and prorations, as hereinafter set forth.

8.2.3 Other Instruments. Buyer and Seller shall each deposit such other instruments as are reasonably required by the Escrow Holder, or otherwise required, to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

8.3 Close of Escrow.

8.3.1 Time. When Escrow Holder is in a position to issue the Title Policy for the Property and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow for the Property as provided below.

8.3.2 Procedure. Escrow Holder shall close Escrow for the Property as follows:

(a) Record the Deed with instructions for the County Recorder to deliver the Deed to Buyer and attach documentary transfer tax information after recording;

(b) Pay the Purchase Price to Seller reduced by Seller's share of closing costs and prorations, as hereinafter set forth;

(c) Deliver the Non-Foreign Certification to Buyer;

(d) Deliver the Title Policy to Buyer;

(e) File any informational reports required by Internal Revenue Code section 6045(e), as amended; and

(f) Forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date endorsed thereon.

8.3.3 Costs and Prorations.

(a) Closing Costs. Buyer shall pay the title insurance premium for CLTA coverage in the amount of the Purchase Price, documentary transfer taxes, if any, and escrow fees. Any other closing costs shall be apportioned in the manner customary in Yolo County.

(b) Prorations. All real property taxes attributable to the Property, if any, shall be prorated and apportioned as of 12:01 A.M. on the Closing Date, so that Seller shall bear all expenses with respect to such real property taxes through and including the period preceding the Closing Date and Buyer shall bear all expenses with respect to such real property taxes on and after the Closing Date.

(c) Costs Upon Termination. If this Agreement is terminated pursuant to its terms, the Parties shall share equally in the escrow termination fees or any other expenses of Escrow Holder which are incurred or charged in connection with the transaction contemplated herein.

8.4 Possession. Right to possession of the Property shall transfer to Buyer at the Closing.

**ARTICLE 9  
INDEMNIFICATION**

9.1 Indemnification by the Seller. Seller shall indemnify, protect and defend Buyer against, and hold Buyer harmless from, any and all claims, demands, actions, damages, liability and expense, including without limitation all attorney fees and costs of defense which arise, result from, or in any way relate to: (i) any breach or violation of this Agreement or of any representation, warranty or covenant made in this Agreement by Seller; or (ii) the failure of Seller to pay or otherwise discharge when due any contractual or other obligation of Seller with respect to the Property which arises prior to the Closing Date and is not expressly assumed by Buyer pursuant to this Agreement (except to the extent such occurrence is expressed in this Agreement as an obligation of Buyer).

9.2 Indemnification by the Buyer. Buyer shall indemnify, protect and defend Seller against, and hold Seller harmless from, any and all claims, demands, actions, damages, liability and expense, including without limitation all attorney fees and costs of defense which arise, result from, or in any way relate to: (i) any breach or violation of this Agreement or of any representation, warranty or covenant made in this Agreement by Buyer; or (ii) the failure after the Closing of Buyer to pay or otherwise discharge when due any contractual or other obligation of Seller which is assumed by Buyer pursuant to this Agreement (except to the extent such occurrence arises, results from or relates to the breach of any warranty or representation of Seller hereunder or is a matter for which Seller has expressly agreed to indemnify Buyer hereunder).

9.3 Notice of Claim. Immediately upon obtaining notice of a matter for which indemnity may be claimed, the Party to whom an indemnity obligation is due hereunder (the “**Indemnitee**”) shall promptly notify the other Party (the “**Indemnitor**”) in writing of any damage, claim, loss, liability or expense which the Indemnitee has determined has given or could give rise

to a claim under Sections 9.1 or 9.2 hereof (such written notice being hereinafter referred to as a “**Notice of Claim**”). A Notice of Claim shall specify, in reasonable detail, the nature of any such claim giving rise to a right of indemnification.

9.4 Defense of Third Party Claims. With respect to any claim or demand set forth in a Notice of Claim relating to a third party claim, the Indemnitor shall defend, in good faith and at its expense, any such claim or demand; provided, that the Indemnitee at its sole expense shall have the right to participate in the defense through its own counsel. So long as the Indemnitor is defending in good faith any such third party claim, the Indemnitee shall not settle or compromise such third party claim. The Indemnitee shall make available to the Indemnitor or its representatives all records and other materials reasonably required by them for its use in contesting any third party claim and shall cooperate fully with the Indemnitor in the defense of all such claims.

## **ARTICLE 10 ASSIGNMENT**

10.1 Assignment. Except as otherwise provided in this Agreement, neither Party shall have the right, power, or authority to assign or mortgage this Agreement or any portion of this Agreement, or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily, or by operation of law, without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed.

## **ARTICLE 11 MISCELLANEOUS**

11.1 Further Assurances. Each of the Parties agrees to use its best efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with the other Parties hereto in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including, without limitation, executing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to complete any conveyance, transfer, sale, or assignment contemplated by this Agreement, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this Agreement.

11.2 Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid or by United States express mail, by a commercially recognized courier service, or by facsimile transmission provided that a true copy of the facsimile transmission is sent on the same day by United States express mail or a commercially recognized courier service for delivery no later than the next calendar day. Any such notice or other communication shall be deemed to have been given on the earlier of (i) personal delivery, (ii) the date of delivery or refusal to accept delivery as shown on the return receipt, if given by certified or registered mail, or (iii) when received by the Party to whom such notice or other communication is addressed if addressed as follows, or to such other address or addresses as a Party may hereafter designate by notice to the other:

If to Buyer:

CITY OF WINTERS  
Attn: City Manager  
318 First Street  
Winters, CA 95694  
Ph: (530) 795-4910  
Fax: (530) 795-4935

If to Seller:

COUNTY OF YOLO  
Yolo County General Services  
Attn: Ray Groom  
625 Court Street, #202  
Woodland, CA 95695

11.3 Continuation and Survival of Representations, Warranties and Indemnities. All representations and warranties by the respective Parties contained herein or made in writing pursuant to this Agreement and all agreements with respect to covenants and conditions of this Agreement which, by their nature, are not to be satisfied prior to the Closing Date, are intended to and shall remain true and correct as of the time of Closing, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, delivery of the deed and the transfer of title. All indemnities by the respective Parties set forth in this Agreement are intended to and shall survive the execution and delivery of this Agreement the delivery of the Deed, and the transfer of title.

11.4 Successors and Assigns. Without waiver of the provisions of Article 10, each and all of the rights, benefits, duties, liabilities, and obligations of the Parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

11.5 Interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice versa, and any gender shall be deemed to include each other gender. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the Parties and this Agreement.

11.6 Attorneys' Fees. In the event either Buyer or Seller brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement or with respect to a breach of representation, warranty or covenant under this Agreement, the prevailing party (as determined by the court, Buyer or other authority before which such suit or proceeding is adjudicated) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including, without limitation, attorneys' fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with any case or proceeding under the Bankruptcy Code of the United States, or any successor statutes).

11.7 Time of the Essence. Time is of the essence in this Agreement and every provision contained in this Agreement. All references herein to a particular time of day shall be deemed to refer to Pacific Time. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which

case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday. All time periods expiring on a specified date or period in this Agreement shall be deemed to expire at 5:00 P.M. on such specified date or period.

11.8 Force Majeure. In the event that either Party hereto is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of a cause beyond the reasonable control of the obligated Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such cause shall include "acts of God;" strikes; lockouts; weather in which work cannot proceed (even if normal); protests; riots; terrorism or insurrection; war; unavailability of materials from normal sources; delays by governmental authorities, including courts; the inaction of any utility company (e.g. PG&E) not caused or contributed to by the Party claiming the delay; but it shall not include delays due to inability or failure to obtain financing or inadequate financial resources.

11.9 Construction. The titles and headings of the articles and sections in this Agreement are intended solely for reference and do not modify, explain, construe, define or limit any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the sections, recitals, and preamble of this Agreement.

11.10 Arm's Length Negotiations. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived.

11.11 Integration. This Agreement, all attached exhibits, and all related documents referred to in this Agreement constitute the entire agreement between the Parties. There are no oral or written agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. All attached exhibits are incorporated into this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the Party to be charged.

11.12 Third-Party Rights. This Agreement has been made and is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective permitted successors and assigns, any rights or remedies, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

11.13 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the invalid or unenforceable term or provision shall be ineffective to the extent of such invalidity or unenforceability and shall have no effect on the remaining terms and provisions of this Agreement.

11.14 Waivers. No waiver or breach of any provision shall be deemed, or constitute, a waiver of any other provision, whether or not similar, nor shall any be valid unless it is in writing

and executed by the waiving Party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

11.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Buyer.

11.16 Authority of Parties. Each person executing this Agreement on behalf of a Party warrants that he has the full power and authority to execute this Agreement on behalf of that Party and that no further approval of any kind is necessary to bind the Parties hereto.

11.17 Governing Law. This Agreement, all transfers and assignments pursuant to this Agreement, and all rights of the Parties, shall be governed as to validity, construction, enforcement and in all other respects by the laws of the State of California (without regard to choice of law rules).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective officers thereunto duly authorized as of the dates set forth below, the latest of which shall be deemed to be the Effective Date of this Agreement.

**SELLER:**

**BUYER:**

COUNTY OF YOLO

CITY OF WINTERS

By: \_\_\_\_\_  
Ray Groom, Director General Services

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

Dated: November \_\_\_\_, 2010

Dated: November \_\_\_\_, 2010

ATTEST:

\_\_\_\_\_  
Nanci Mills, City Clerk  
CITY OF WINTERS

APPROVED AS TO FORM:

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John Wallace, City Attorney  
CITY OF WINTERS

APPROVED AS TO FORM:

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Robyn Drivon, County Counsel  
County of Yolo

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF YOLO, CITY OF WINTERS, AND IS DESCRIBED AS FOLLOWS:**

**LOTS 13, 14, 15 and 16, BLOCK 5, TOWN (NOW CITY) OF WINTERS, SHOWN ON THE  
OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF YOLO  
COUNTY, CALIFORNIA, ON MAY 22, 1875 IN BOOK S OF DEEDS, PAGE 154.**

**ASSESSOR'S PARCEL NUMBER 003-203-16**