



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, October 18, 2011
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*

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 and Executive Session of the Winters City Council Held on October 4, 2011 (pp 1-7)
- B. Staff Requests Support from Council to Work with Caltrans and other Agencies for the Railroad Avenue / Dry Creek Slough Two Lane Bridge Replacement project (pp 8-11)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Fire Management Services Agreement – Cities of Winters and Dixon (pp 12-25)
- 2. Downtown Hotel RFP- Approval to Proceed (pp 26-35)
- 3. Emergency Repair Funding- Trestle Bridge / Car Bridge (pp 36-38)
- 4. Facility Fee Waiver Request- Community Center (pp 39-40)
- 5. Rehabilitation and Renovation of 318 A First Street (Former Police Station) (pp 41-43)

COMMUNITY DEVELOPMENT AGENCY

- 1.
-

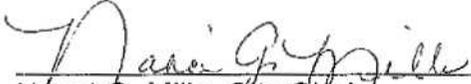
CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 18, 2011 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 October 12, 2011, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 795-4910 ext. 101. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

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

How to obtain City Council Agendas:

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

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

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

Winters Library – 708 Railroad Avenue

City Clerk's Office – City Hall – 318 First Street

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

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

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 Executive Session and Regular Meeting
of the Winters City Council Held on October 4, 2011

6:00 p.m. - Executive Session

Pursuant to Government Code Section 54956.8 - 314 Railroad Avenue,
Winters, CA Real Property Negotiator City Manager John W. Donlevy, Jr.

Present: Council Members Aguiar-Curry, Michael Martin, Tom Stone, and
Mayor Woody Fridae.
Absent: Council Member Harold Anderson
Staff: City Manager John Donlevy and City Attorney John Wallace.

No reportable action was taken as per City Manager Donlevy.

6:30 p.m. – Regular Meeting

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,
Housing Programs Manager Dan Maguire, Fire Chief Scott Dozier,
Assistant Linn Myer, Associate Elliot Landes, Fire Fighter Jason
Van Doren, Police Officers Matt Martin and Jose Ramirez, and
Administrative Assistant Tracy Jensen.

Meghan Curry led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy indicated no changes to the agenda,
but Mayor Fridae requested a presentation be added to the agenda.

PRESENTATIONS: Mayor Fridae and the Council recognized City Manager
Donlevy with a plaque of appreciation for his 10 years of service to the City of
Winters, 9/10/01 – 9/10/11. Mayor Fridae read the following plaque inscription

aloud: "To commemorate ten years of loyal service to the City of Winters, City Manager John W. Donlevy, Jr. has served with dynamic energy, creative vision and the highest expectations for the City of Winters. John has worked with this Council to provide high quality services, promote a thriving business community, and promote appropriate, sustainable growth. We, the citizens of Winters, thank Mr. Donlevy for his continued dedication to the City of Winters and its citizens." Mayor Fridae said "although Mr. Donlevy hasn't served the City the longest, he has led the City through more projects and more dynamic changes than any other City Manager than we've ever had and we owe a great deal of gratitude to you." Council Member Aguiar-Curry also thanked City Manager Donlevy for "thinking outside the box" and for his leadership and guidance. Council Member Martin thanked City Manager Donlevy for his guidance and direction when he became a Council member five years ago. When so many cities are struggling financially, Council Member Martin is grateful to City Manager Donlevy and his staff for the way the budget has been handled, keeping the City above water during tough times. Council Member Stone thanked City Manager Donlevy for the fabulous job he is doing for the City and is very appreciative of all he has done. Mayor Fridae also acknowledged Mrs. Kathy Donlevy who supports the City Manager and does many things for this community on her own. City Manager Donlevy gave a heartfelt thank you to the Council, his family and staff members.

COUNCIL/STAFF COMMENTS: Council Member Anderson attended a special SACOG Land Use meeting on 9/29, and on 9/30 attended a U.S. Fish & Wildlife Service meeting.

Council Member Aguiar-Curry attended the League of California Cities Annual Conference and while there attended a Board of Directors meeting, a Partners meeting, and also facilitated a Smart Grid education class. Thank you to Mary Jo Rodolfa and Dawn Van Dyke for all their hard work on the Carnitas Festival, thanks to all of the sponsors, and thanks to the Winters Express for some great event coverage. Ms. Aguiar-Curry attended the Yolo County Board of Supervisors meeting and addressed the board regarding health department fees charged at the festival as well as other fundraising groups. Supervisor Saylor, who is representing District 2 of which Winters is now included is looking for space in Winters to hold office hours. Ms. Aguiar-Curry will be attending the Yolo Leaders meeting tomorrow at the Public Safety Facility from 4-6pm. Thanks to everyone who turned out for the tree planting sponsored by Sacramento Tree Foundation, who donated 40 trees that were planted on Saturday. Thanks to those who volunteered to help, and thanks to the many friends who came out to help Cecilia celebrate her birthday by planting trees. The Chamber of Commerce will hold a free workshop entitled "Sustainability and Energy Efficiency" on Wednesday, October 12th at Cody's from 7:30-9am, which is open to the public.

Mayor Fridae said it was a good idea to invite friends to come and plant trees to help celebrate your birthday.

Council Member Stone said the changes to the creek have been impressive. The October Chamber Mixer will be held at Wiscombe Funeral Home on Monday, October 10th @ 5:30 pm and added he has seen some very interesting and creative scarecrows popping up around town.

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 20, 2011

City Manager Donlevy gave a brief overview. Motion by Council Member Aguiar-Curry, second by Council Member Stone to approve the consent calendar. Motion carried unanimously.

DISCUSSION ITEMS

1. Fire Management Services Proposal- Cities of Winters and Dixon

City Manager Donlevy gave an overview. In January, 2011, the City took over the Fire Department from Yolo County and the Winters Fire Commission, and on November 20th, 2011, Fire Chief Scott Dozier will be retiring after almost 35 years of service. On Monday, October 3rd, the Fire Department went to 24/7 service and City Manager Donlevy asked how to go about filling the job of chief and how we go about allocating the best resources into this position to help us transition to be the most effective and achieve the highest level of success? Outside recruitment would be costly. As we are embarking on something completely new, the current staff has not dealt with many of the issues surrounding the expansion of services. A shared services model is being looked at after we were approached by Fire Chief McAllister from Dixon, who said they had gone through what Winters is going through and could bring a level of expertise during the transition. This option would provide the Fire Chief and Fire Marshall with an overall operational management plan including mentorship and staff development for internal personnel so the next full time fire chief could come from within. Staff is proposing a three year contract at \$90,000/year with a not-to-exceed inflation increase of 3% annually. This position would be Winters Fire and they will wear the Winters uniform and have the opportunity to develop their personnel. This is a tremendous benefit for the City of Winters by gaining expertise from an employee while employed and paid by the City of Dixon.

Overall, this is a dynamic proposal, which will save the City approximately \$180,000 over the life of the contract. The chief would be on duty in Winters three days a week, will be on call 24/7, would receive all calls and will respond to major incidents within 20 minutes.

Council Member Martin asked what type of emergency would trigger an emergency response and City Manager Donlevy said a large, industrial fire or a fire in the Downtown could trigger such a response. Council Member Aguiar-Curry said the shared service is a fabulous option, where staff will be guided through the process at the new Public Safety facility. The opportunity to mentor and develop the internal personnel is exciting. This will save the City money and the Fire Board is in favor of the Fire Management Services Proposal.

City Manager Donlevy said he met with the volunteers on Sunday and explained the opportunities that exist for expansion and job exchange. Mayor Fridae said there is a lot of talent in the Fire department, but staff does not have the expertise needed to go from a volunteer base to 24/7 staffing. Council Member Stone said our firefighters don't need to hang their heads. The contract services idea is not always received well and concerns have been expressed, but it is a precursor to consolidation. He would like to appoint someone from inside, but it's not the right time. This is an exciting time and he likes it.

Fire Chief Dozier said the City is writing a new chapter and they are turning the page. He agrees with Chief Stone that this "should only be a bridge." The City has a great group of talented firefighters among the paid and volunteer staff and contains a good choice of candidates. This leaves the door open for challenging training. Chief Dozier said he has had a great time and everyone has been very supportive. He is looking forward to a new chapter in his life.

City Attorney Wallace said the new Public Safety Facility was a labor of love for Fire Chief Dozier and Police Chief Muramoto, running one year over schedule with 53 rain days. Most commercial buildings come in at an average of \$300/sq. ft., but Chiefs Dozier and Muramoto brought it in at \$172/sq. ft. Fire Chief Dozier said there was no faster way to mess up a project than to go for the lowest bid and pay prevailing wages and added there has to be a better way. Mayor Fridae said having the two chiefs working as project managers was a lot of extra duty, but saved the City a lot of money.

Motion by Council Member Aguiar-Curry, second by Council Member Martin, to authorize the City Manager and City Attorney to work with the City of Dixon to develop a contract document for Fire Management Services. Motion carried unanimously.

Dixon Fire Division Chief and Winters resident Ron Karlen said he has worked with Winters for several years, who has a great staff and are very professional.

He is excited to have a relationship with Winters, looks forward to moving Winters forward, and is grateful for the relationship.

2. Downtown Hotel RFP Calendar and Process

Staff recommended that the City Council continue this item to the October 18th City Council meeting.

3. North Bank Trail Project - Mitigation Easement Escrow Funding Authorization

City Manager Donlevy gave an overview and said we are ready to move forward on this project. He asked Council to authorize the development of a Memorandum of Agreement between the City of Winters and the US Fish and Wildlife Service (USFWS) regarding the Putah Creek Bridge Replacement North Bank Improvement Project, put \$136,460 from project funds into an escrow account, and request that Staff bring the final agreement back to Council on 10/18 for final approval and authorization.

Council Member Martin asked how many elderberry bushes had been identified in the project area. City Manager Donlevy said three bushes have been identified and are being transplanted from the proposed trail, which requires mitigation. Council Member Aguiar-Curry said the City must follow mitigation. City Manager Donlevy said a Notice to Proceed requires the blessing of the USFWS, at which time we can move on the construction. We are allowed to move the elderberry bushes between the elderberry transplant season, 11/15/11 to 2/15/12. If we miss this window, then we must wait until next year to move them.

Council Member Anderson said the benefit of the agreement will bring mitigation back in Putah Creek, making the City of Winters the only city in Yolo County with a mitigation and conservation easement account. City Manager Donlevy said the City of Winters is the only city in Yolo County who has a Habitat Conservation Program with a seven-mile radius.

Mayor Fridae asked who will be moving the elderberry bushes, and City Manager Donlevy said the City will be moving them. He also confirmed the trail must be at least 50 feet from an elderberry bush, so the City will be moving at least one of the bushes less than 5 feet. Mayor Fridae stated the escrow account is created to make sure the City follows through on the project, and City Manager Donlevy confirmed this.

Motion by Council Member Aguiar-Curry, second by Council Member Anderson to authorize the establishment of an escrow account in the amount of \$136,460

from project funds and authorize staff to bring the final agreement back to the City Council for final approval and authorization. Motion carried unanimously.

4. 314 Railroad Ave. – Status Update

Council Member Anderson recused himself as his place of business is located less than 500 feet from the above referenced property, and Council Member Stone recused himself as he did not hear the initial discussion due to a medical absence.

City Attorney Wallace gave an overview and said a lease assignment will come back before Council for authorization and also confirmed no action was taken in closed session.

Motion by Council Member Aguiar-Curry, second by Council Member Martin to reconfirm the original lease terms provided by the City. Motion carried unanimously, with two absent.

Council Member Anderson returned to the dais.

COMMUNITY DEVELOPMENT AGENCY

1.

CITY MANAGER REPORT: City Manager Donlevy said there is tremendous work being done in the creek, creating a vision for restoration and creating a strong legacy and is literally a change unbeknownst to our eyes. He encouraged folks not to wander down near the construction as a great view is provided from the trestle bridge. Guided tours will be scheduled soon. Council Member Aguiar-Curry suggested safety vests for those who will be in and around the construction area. City Manager Donlevy added that scouring of the bridge will require \$12,000 in materials, which will be brought before the Council at the 10/18/11 City Council meeting as the City Manager does not have the authority to authorize this expenditure. Also, in order to meet requirements, boulder abutments must be placed around the piers and slurry will also be applied.

City Manager Donlevy said construction has begun on the lift station by I-505, where the new SWPP (Storm Water Pollution Prevention Plan) regulations have been introduced, which will add to the cost of the project. City Manager Donlevy again gave his sincere, grateful and heartfelt thanks to the Mayor and Council member for the 10-year service plaque and said he loved working and living in Winters.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT: Mayor Fridae adjourned the meeting at 8:03 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: October 18, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Staff requests support from Council to work with Caltrans and other agencies for the Railroad Ave. /Dry Creek Slough Two Lane Bridge Replacement project

RECOMMENDATION: Staff requests support from the Council to continue working through the process of securing funds for design and construction of the replacement bridge at Railroad Ave/Dry Slough Bridge (just north of Niemann St).

BACKGROUND: The Bridge was constructed in 1907, and has been deemed structurally deficient due to its age and lack of historical structural data. As such this bridge replacement qualifies for the Highway Bridge Program and was recently put on the list of projects by SACOG MTIP. The total estimated cost of project is \$1,275,000, the City's local match will be \$146,243 about 11.5% of the total project budget.

Construction is slated to begin in year 2013/14.

FISCAL IMPACT: The City's local match will be \$146,243 about 11.5% of the total project budget, using funds from the Transportation Department



FUNDING/GRANT APPLICATION REQUEST

TO: John W. Donlevy, Jr., City Manager
DATE: October 6, 2011
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Railroad Ave./Dry Slough Bridge Replacement

Project Description:

Replacement of the two lane bridge on Railroad Ave over Dry Slough just north of town (22CO114). This bridge was constructed in 1907, it is unsafe and has been identified by Caltrans as structurally deficient. The bridge is included in the SACOG MTIP and has been approved for Highway Bridge Program Funds (HBP). The total estimated cost of project is \$1,275,000, the City's local match will be \$146,243 about 11.5% of the total project budget. Construction is slated to begin in year 2013/14.

Application or Grant Information:

The Highway Bridge Program Funds are made available through SACOG MTIP to assist Cities in replacing/repair bridges and roads.

Project Management/Implementation:

The Railroad Ave/Dry slough Bridge Replacement project manager is Alan Mitchell with assistance from Public Works staff as needed. Other consultants that will be called upon during the project are:

Bridge Design Consultants,
NEPA –Environmental Service as needed and
Materials Testing / Inspection Services

Project Budget:

See attached Project Budget Sheet. City's local match will be provided by Transportation Department Funds

Grant Requirements/Maintenance of Effort:

Other than the City match of funds there will be no Maintenance of Effort associated with this project. A Request for Authorization to Proceed with Preliminary Engineering was filed on August 8, 2011.

Justification:

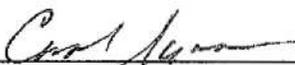
The Railroad Ave/Dry Slough Bridge is in need of replacement and given that the project qualifies for federal funding which covers almost 90% it is imperative that the City take advantage of this opportunity to provide its residents with a new safe bridge on Railroad Ave.

Application Process:

Once staff was notified that this bridge was deemed structurally deficient and therefore qualified for federal HBP funds they moved forward to get the project added to the SACOG MTIP list of projects. Staff is awaiting the Authorization to Proceed and once received will begin preliminary engineering and design process. Construction is expected to begin in 2013/2014 fiscal year.

Staff will also be bringing this project to the Council for their approval ASAP.

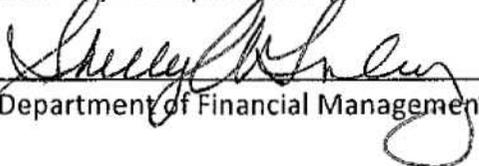
Application By: (Mandatory signatures of staff verifying review and submittal authorization)



Department Head Name (Mandatory)



Staff Applicant (Mandatory)



Department of Financial Management (Mandatory)

Consultant Name (Mandatory)

RAILROAD AVE./DRY SLOUGH BRIDGE REPLACEMENT

Project Budget Sheet

CIP#: 11-02

MTIP # YOL19291

Last Updated: August 2011

Original Approval:

Project Owner: Public Works

Project Manager: Alan Mitchell

Project Resource: Consultant

Description:

This project is included in the SACOG MTIP and has been approved for Highway Bridge Program funds. Project will replace structurally deficient 2-lane bridge with a functional, safe 2-lane bridge.

Authority:

General authority to maintain the existing city street infra-structure, and provide safe travel for the community.

Budget:					
Item	%	Amount	Item	%	Amount
Project Management		\$35,000	Investigations		
Testing and Inspection		\$90,000	Land		\$40,000
Design		\$155,000	Construction		\$900,000
RW Consultant		\$5,000	Other		
CEQA/NEPA		\$50,000	Project Total:		\$1,275,000

Financing Schedule:		Project Start:	2011	Project Completion:	2014	
Phases: Design/NEPA, ROW, Construction						
Fund Code:		<i>294</i>				
Name:	Federal Aid Pass Through	Local Match	Blank	Blank	Blank	FY Totals
FY 11/12:	\$ 199,193	\$ 25,808				\$ 225,001
FY 12/13:	\$ 53,118	\$ 6,882				\$ 60,000
FY 13/14:	\$ 876,447	\$ 113,553				\$ 990,000
Fund Totals:	\$ 1,128,758	\$ 146,243	\$ -	\$ -	\$ -	\$ 1,275,001

Recommended for Submittal
 Recommended for Approval (Dept. Head)
 Finance Department Approval
 City Manager Approval

Carol Spjanna 8/25/11
 Carol Spjanna, Public Works (date)
Alan Mitchell 8/22/11
 Alan Mitchell, Assistant City Engineer (date)
Shelly Gunby 9/14/11
 Shelly Gunby, Director of Finance (date)
 John Donlevy, City Manager (date)



**CITY COUNCIL
STAFF REPORT**

TO: Mayor and City Council
DATE: October 18, 2011
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Fire Management Services Agreement- Cities of Winters and Dixon

RECOMMENDATION:

That the City Council:

1. Adopt an AGREEMENT BETWEEN THE CITY OF DIXON AND THE CITY OF WINTERS FOR FIRE ADMINISTRATIVE SERVICES; and
2. Authorize the City Manager to execute the agreement.

BACKGROUND:

At the October 4, 2011 City Council Meeting, Staff brought forth the outline of a proposal from the City of Dixon for a shared services arrangement for Fire Management/Administrative Services. The City Council authorized Staff to finalize the agreement for your consideration at this meeting.

The Dixon City Council considered this same agreement at their October 11, 2011 meeting and it was unanimously adopted.

Highlights of the Agreement

- Term of the agreement shall be 3 years, beginning November 1, 2011.
- The agreement can be terminated without cause by either City with 90 days notice.
- Cost of services will be reviewed annually but will be limited to a 3% annual adjustment.
- Dixon will invoice Winters for services rendered biannually.
- Dixon's Fire Chief shall act as the Fire Chief of the Winters Fire Department with all powers and responsibilities entrusted to the Fire Chief by law.
- Dixon's City Manager shall have supervisory authority over the Fire Chief.
- Grievances, claims and causes of action relating to Winters Fire Department employees will be addressed and handled by the City of Winters.

- Liability and Workers Compensation has been addressed in the agreement for a fair and equitable distribution of liability.
- Personnel decisions of the Dixon Fire Chief may be appealed or reviewed by the Winters City Manager or designee.
- If disputes arise out of the agreement, the parties shall first meet and confer.

Exhibit A – Scope of Services

This exhibit spells out the specific Scope of Services that Dixon will provide to Winters.

This includes sharing the positions of Fire Chief and the two Fire Division Chiefs.

The Fire Chief and Division Chiefs will manage the Winters Fire Department. Included in the scope of services, is a shared Duty Chief. The Dixon Duty Chief will be available to all Winters' incidents requiring command officer coverage.

The Dixon Fire Chief will be available to Winters' City Manager and Winters' City Council for executive guidance and expertise. This includes representing the organization before Council and other Yolo County Agencies as required. The Fire Chief will continue to serve as a Duty Chief for both entities.

The Dixon Fire Marshal will provide Winters with guidance and expertise in the area of Fire Prevention. However, full prevention services are not expected as Winters will continue to handle many services through its Building Department, and one Winters Fire Department member will continue to be responsible for Fire Prevention matters.

The Operations and Training Division Chief will assist the Winters Fire Department with the full array of mandatory training for the department's employees. Emergency Medical Services oversight will be provided by the Operations Chief.

The culmination of this three year agreement will be a final Strategic Plan for the Winters Fire Department. This plan will be produced collaboratively with Winters staff and the Dixon Chief Officers. It will give recommendations and serve as a roadmap for the future leader of the Winters Fire Department.

Benefits to the City of Dixon

This agreement provides their Fire Management Team an extraordinary staff development opportunity. Chief Officers are given the ability to work in a neighboring community with different staff, different facilities and different equipment.

This concept is relatively risk free in as much as it is a 3 year agreement and is not expected to be permanent. It is not a merger, consolidation or a takeover. It allows Dixon the opportunity to engage in areas such as resource sharing, shared administration and "testing the waters" of what Fire Service collaboration might look like in the future. Staff believes this concept is consistent with the City Council the shared services discussion which has been prevalent within Yolo County.

Benefits to the City of Winters

Winters is purchasing into an experienced management team which has familiarity with the Winters operation. We can literally "hit the ground running"; indeed, one of the Dixon Division Chiefs is a lifelong resident of the City of Winters. This provides continuity of service immediately following the retirement of a Chief Dozier.

During this three year term, training, mentoring, grooming and staff development are expected to be significant areas of focus. The staff of Winters will be exposed to three Chief Officers from Dixon with different areas of expertise, backgrounds and specialties.

FISCAL IMPACT:

The proposal provides for an annual cost of \$90,000 in the first year and a not to exceed inflation adjustment of 3% in each of the next two years of the agreement. Total cost not to be exceeded is \$278,181. The estimated annual cost for a City Fire Chief with salary and benefits is approximately \$155,000 for a three year cost of \$465,000. The three (3) year savings to the City General Fund would be \$186,189 (approximately \$65,000 annually).

ATTACHMENT:

1. Contract for Service and attached Exhibit "A".

**AGREEMENT BETWEEN THE CITY OF DIXON AND THE CITY OF WINTERS
FOR FIRE ADMINISTRATIVE SERVICES**

This Agreement ("Agreement") is entered into as of _____ 2011, by and between the City of Dixon, a Municipal Corporation of the State of California ("Dixon"), and the City of Winters, a Municipal Corporation of the State of California ("Winters"), collectively, the "Participating Agencies."

RECITALS

WHEREAS, the Participating Agencies are Municipal Corporations organized and operating under the laws of the State of California; and

WHEREAS, the Participating Agencies have the authority to perform fire protection activities, emergency medical services, and other related activities for their respective agencies; and

WHEREAS, the Participating Agencies agree that Winters will maintain at its sole cost a Fire Department sufficient to provide certain emergency and non-emergency services as more fully set forth herein and that Dixon will provide management and administrative support to the Winters Fire Department as more fully set forth herein; and

WHEREAS, this contractual arrangement is intended to achieve an effective and efficient delivery of service to the benefit of both cities; and

WHEREAS, the Participating Agencies desire to formalize the delivery of certain fire and emergency services pursuant to this Agreement;

Now therefore, the Participating Agencies, for and in consideration of the mutual benefits, covenants and agreements set forth herein, agree as follows:

1. Scope of Services

(a) Winters agrees to retain a fire department including certain personnel and infrastructure at its sole cost sufficient to provide primary fire services. Winters further agrees to provide the necessary personnel budget, operations and maintenance budget for the fire department, and to provide administrative support as needed for the office administrative functions including, but not limited to: payroll processing, purchasing, records management, information technology, communications, budget tracking and reporting and other office related needs.

(b) Dixon agrees to provide to Winters certain Fire administration and emergency services, referred to herein as the "Services." These Services are more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

2. Compensation

(a) Winters shall pay Dixon an annual fee of \$90,000 for the provision of the Services. No other compensation for the Services will be required except insofar as this Agreement may be amended pursuant to Section 13 of this Agreement.

(b) The total cost of this service will be reviewed annually and amended to reflect actual increases or decreases in the costs incurred by Dixon in providing its services, except that in no case shall the increase or decrease in the annual fee exceed three percent (3%) in any given year. Said annual review shall occur no later than September of each year.

(c) Dixon shall submit bi-annual invoices, in the amount of \$45,000 each, on April 1st and October 1st of each year that this agreement remains in effect, to Winters pursuant to the Agreement and payments shall be made no later than thirty (30) days of invoice.

(d) Should the term of this agreement be extended, cancelled or modified, the annual fee shall be prorated for the period the agreement is in effect.

3. Relationship of Participating Agencies

(a) Dixon's Fire Chief shall act as Fire Chief over the Dixon Fire Department and Winters Fire Department, with all the powers and responsibilities entrusted to him by law. Dixon's City Manager alone shall exercise supervisory authority over the Dixon Fire Chief.

(b) Winters will provide Dixon and its Fire Chief with all necessary regulations, policies, procedures, manuals, and other information, to facilitate supervision of Winters Fire Department employees. Grievances, claims, and causes of action that may develop or accrue relating to Winters Fire Department employees will be addressed and handled by Winters personnel and Dixon personnel shall have the duty to cooperate. Personnel decisions of the Dixon Fire Chief involving Winters Fire Department employees may be appealed to or reviewed by the

Winters City Manager, his or her designee, or such other person as may be designated by the Winters Municipal Code.

4. Employment of Personnel

(a) The Dixon Fire Chief, and any other officers, agents and employees of Dixon, are not, and shall not be deemed, Winters employees for any purpose. Dixon shall be solely responsible for all salary, benefits, worker's compensation, and insurance for its personnel providing services pursuant to this Agreement, and said personnel shall be considered solely employees of the City of Dixon for all supervisory, disciplinary and other employment related purposes.

(b) The officers, agents and employees of Winters are not, and shall not, be deemed Dixon City employees for any purpose. Winters shall be solely responsible for all salary, benefits, worker's compensation, and insurance for its personnel providing services pursuant to this Agreement, and said personnel shall be considered solely employees of Winters for employment related purposes, except that the Dixon Fire Chief and Dixon Division Chiefs shall supervise Winters Fire Department employees and shall apply the applicable labor agreement between the City of Winters and Winters Firefighters for purposes of discipline and grievances.

(c) The Participating Agencies acknowledge and agree that nothing within this Agreement for providing the services creates a "special relationship", as that term may be defined by law, is created or established with the other agency, or their officials, officers, employees, or successors, or with any third party as a result of this Agreement. Further, nothing in this Agreement is intended to or shall in any manner affect or limit the privileges or immunities or other protections accorded to Dixon or its employees under federal or state law, or other law or to Winters or its employees under federal or state law, or other law.

5. Term

The term of this Agreement will commence at 08:00 a.m. on November 1, 2011, and shall expire on November 1st 2014 at 08:00 a.m. unless terminated earlier pursuant to this Section 5. This Agreement may be terminated without cause by either Party upon giving 90 days written notice thereof. The effective date of said termination shall be set forth in the notice of termination provided, however, that if an effective date is not set forth in the notice of termination, then the effective date of the termination shall be 90 days after the date of said notice.

6. Indemnification

(a) In performing services under this Agreement, the Dixon Fire Chief or his or her designee will direct the two departments as separate entities. When the Dixon Fire Chief is directing Dixon Fire Department activities or personnel, Dixon is responsible for any and all liabilities arising out of his or her direction. When the Dixon Fire Chief is directing Winters Fire Department activities or personnel, or when any Dixon Employee is providing services to Winters pursuant to this Agreement, Winters is responsible for any and all liabilities arising out of the Dixon Fire Chief's direction or out of the provision of Services by any Dixon Employee. When the Winters Fire Department is performing any functions or services without direction by the Dixon Fire Chief or designee, Winters is responsible for liabilities arising solely out of the performance of those functions and services. Winters' responsibility for liabilities arising out of the direction of the Dixon Fire Chief and the provision of Services by any Dixon Employee described in this subsection 6(a) shall include an obligation to defend and indemnify the Dixon Fire Chief, or any Dixon Employee in the event that a claim, of whatever nature, is made against the Dixon Fire Chief or any Dixon Employee in their personal capacities.

(b) When the Dixon Fire Chief or designee is directing both Participating Agencies' departments or employees during an incident, and in the event that Winters and Dixon are concurrently negligent, resulting in alleged injury or damage that results in a claim, then the liability of any and all such claims for injuries or damages shall be apportioned under California's law of comparative negligence.

(c) Other than as expressly provided for in Section 6(a), neither Participating Agency shall be responsible for the acts or omissions of the other Participating Agency's officers or employees, nor shall any Participating Agency incur any liability arising out of the services of any other Participating Agency's officers or employees. Accordingly, the Participating Agencies hereby expressly agree to waive the pro rata risk allocation contained in Government Code Section 895.6.

7. Insurance

Both Winters and Dixon shall obtain and maintain for the term of the Agreement, and as that term may be amended, insurance or an equivalent through a pooled risk group mutually acceptable to the Participating Agencies,

against claims for injuries to persons or damage to property, which may arise out of or in connection with performance of the services of this Agreement.

(a) Coverages and Limits – Each Participating Agency, at its sole expense, shall maintain the types of coverages and minimum limits indicated below.

(b) Commercial General Liability Insurance – \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the services or work under this Agreement or the general aggregate will be twice the required per occurrence limit.

(c) Automobile Liability – \$1,000,000 per accident for bodily injury, personal injury and property damage.

(d) Worker's Compensation and Employer's Liability – As required by the State of California (Statutory Limits). Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If work is to be performed on City property, then the Worker's Compensation coverage shall also be endorsed to provide a waiver of subrogation against the City of Dixon.

(e) Additional Provisions – Winters and Dixon will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

(f) For Commercial General Liability Insurance and Automobile Liability Insurance: each Participating Agency, its officers, agents, volunteers and employees will be named as additional insured of the other.

(g) This insurance will be in force during the life of the Agreement and any extensions of it will not be cancelled without thirty (30) days prior written notice to the other Participating Agency sent pursuant to the Notice provisions of this Agreement.

(h) Providing Certificates of Insurance and Endorsements – Prior to execution of this Agreement, each Participating Agency will furnish certificates of insurance and endorsements to City.

(i) Submission of Insurance Policies – City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

8. Litigation Support

The Participating Agencies will make their employees available to testify in any litigation brought regarding work or services performed under this Agreement.

(a) Should Dixon request that a Winters employee testify in litigation following the termination of this Agreement, Dixon shall compensate Winters for employees' costs and expenses in preparing for, travelling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by Winters, a Winters employee, or is based solely on allegations of Winters' negligence or wrongdoing.

(b) Should Winters request that a Dixon employee testify in litigation following the termination of this Agreement, Winters shall compensate Dixon for employees' costs and expenses in preparing for, traveling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by Dixon, a Dixon employee or is based solely on allegations of Dixon's negligence or wrongdoing.

(c) Subsections 8(a) and 8(b) shall not apply where litigation arises solely between the Participating Parties, in which case each Participating Party shall be responsible for paying all costs associated with its own employee's testimony in said litigation.

9. Not a Joint Venture or Joint Powers Authority

The Participating Agencies intend by this Agreement to establish only a cost sharing arrangement of the Participating Agencies with regard to supervision and scene management, fire administration and support, training, shared Fire Chief services and Duty Chief services, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind.

10. No Third Party Beneficiary

This Agreement is only for the benefit of the Participating Agencies as corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

11. Notices

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below:

To Winters:

City of Winters
ATTN: City Manager
318 First Street
Winters, CA 95694

To Dixon:

City of Dixon	and to	Dixon Fire Department
ATTN: City Manager		ATTN: Fire Chief
600 East A Street		205 Ford Way
Dixon, CA 95620		Dixon, CA 95620

12. Waiver

No failure on the part of any Participating Agency party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Participating Agency may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

13. Amendment

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by all of the Participating Agencies.

14. Mediation of Disputes

Should any dispute arise out of this Agreement, the parties shall first meet and confer. If after fourteen days the dispute has not been resolved in a mutually satisfactory manner, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

15. Dispute

In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs

16. Governing Law

This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Solano.

17. Entire Agreement

This Agreement constitutes the complete and exclusive Statement of the Agreement between the Participating Agencies. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Participating Agency to be bound, shall be binding on any of the Participating Agencies.

IN WITNESS WHEREOF, the Participating Agencies have executed this Agreement as of the date indicated on page one (1).

City of Dixon
A municipal corporation
of the State of California

City of Winters
A municipal corporation of the State of
California

By: _____
Jon Cox, Interim City Manager

By: _____
John Donlevy, City Manager

ATTEST:

ATTEST:

By: _____
Steve Johnson, Acting City Clerk

By: _____
Nanci Mills, City Clerk

Approved as to Form:

Approved as to Form:

By: _____
Michael Dean, City Attorney

By: _____
John C. Wallace, City Attorney

Exhibit "A"

Scope of Services

SCOPE OF SERVICES

Dixon will provide the City of Winters with access to the Fire Chief and two Division Chiefs as needed, depending on specific areas of expertise and assignment, to provide the following services:

1. Fire Administration (Dixon Fire Chief)
 - A. The Dixon Fire Chief will coordinate the development of an Operational Plan / Strategic Plan for the Winters Fire Department to include; operations, training, compliance, capital and facilities maintenance. The Winters Fire Department will strive toward a five (5) year plan to facilitate the transition into the new Public Safety Facility and a transition of operations, standard operating procedures and training.
 - B. The control of administrative oversight, emergency operations and routine fire service functions for the Winters Fire Department will be managed by the Dixon Fire Chief.
 - C. The Dixon Fire Chief as an employee of Dixon reports directly to the City Manager of Dixon. The City Manager of Winters will provide direction to the Dixon Fire Chief as it relates to the services provided in Winters.
 - D. The Dixon Fire Chief will assist in the preparation and administration of the Winters Fire Department Annual Budget and will be supported by an Administrative Coordinator in Winters, a Winters Employee, who will work with the Dixon Fire Chief to administer the day to day budget.
 - E. The Dixon Fire Chief or his or her designee will be actively involved in the administration of personnel of the Winters Fire Department including selection, hiring, promotion, discipline and termination. Winters will provide an Administrative Coordinator who will work with the chief and the training Captain to administer personnel matters, including recruitment, performance evaluations and discipline.
 - F. The Dixon Fire Chief or his or her designee will assist the Winters Fire Department in volunteer firefighter retention and recruitment as well as in selecting and applying to various grant opportunities, including the FEMA Assistance to Firefighters Grant for equipment.
 - G. The Dixon Fire Chief or his or her designee will be available to:
 - a. Represent the Winters Fire Department before the City Council and Fire Board of Directors.
 - b. Represent the Winters Fire Department at Winters Management staff meetings.
 - c. Represent the interests of Winters Fire Department before the Board of Supervisors, LAFCO, County Fire Chief Meetings and other entities as reasonable and necessary.
 - H. Subject to staffing availability, the Dixon Fire Chief or his or her designee shall spend approximately 24 hours a week performing the fire administration duties described in this section,

2. Training, Coaching, Mentoring (Chief Officers)
 - A. Dixon will provide coaching, counseling, career development and mentoring to staff of the Winters Fire Department in order to prepare Winters officers for future promotional opportunities that may exist in the Winters Fire Department.
 - B. Dixon will assist the Winters Staff with development of a training program that meets the needs of Career staff, existing volunteers and reserve firefighters.

3. Fire Prevention (Fire Division Chief / Fire Marshal)
 - a. A component of the Operational Plan / Strategic Plan will address Fire Prevention Functions in Winters.
 - b. The Dixon Fire Marshal will provide, as needed and in conjunction with the Winters Building Department, technical guidance in the areas of fire prevention including plan review.

4. Operations (Fire Division Chief)
 - a. The Dixon Fire Management team will work with Winters Fire Department Staff to develop a comprehensive annual maintenance program for its fire apparatus fleet. A report detailing the status of the fleet and projected replacement needs will be developed by the Dixon Fire Administration in conjunction with Winters Fire Department Staff.
 - b. The Dixon Fire Management team will provide Winters with ideas, concepts and programs to enhance 24 hour staffing through a combination of career and volunteer firefighters.
 - c. The Dixon Fire Management Team will develop and implement Operational Policies and Procedures.
 - d. The Dixon Fire Management Team will identify and recommend to Winters areas where technology would benefit the delivery of fire services.

5. Duty Chief Services (Chief Officers)
 - a. The Dixon Fire Department utilizes a 24 hour Duty Chief model. The Duty Chief is used to provide incident command and support to complex incidents in the jurisdiction and to neighboring jurisdictions on a mutual aid basis. During the traditional work week, multiple Chief Officers are typically available subject to training schedules, vacation and meetings. Callouts for the Duty Chief are not frequent given that most incidents are handled by a single engine company. Given the direction for the Winters model toward 24 hour engine based staffing, Dixon proposes to make its Duty Chief available to Winters for incident management.
 - b. In addition to emergency response, the Dixon Duty Chief serves as the point of contact for personnel issues, staffing decisions, injuries and or other after-hours issues that require senior management consultation and or response.
 - c. The Dixon Duty Chief is permitted a 20 minute response time.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: October 18, 2011
FROM: John W. Donlevy, Jr., City Manager *[Signature]*
SUBJECT: Downtown Hotel Request for Proposal

RECOMMENDATION:

That the City Council:

1. Approve the final draft for the Downtown Winters Hotel Request for Proposal; and
2. Authorize Staff to develop an Advisory Review Panel to assist in the process for approval by the City Council; and
3. Authorize the Project Timeline for the project; and

BACKGROUND:

As part of the Downtown Master Plan, the half block bordered by Abbey St./Railroad and First Street is identified as a prominent location for marquee development. A key suggestion is the location of a hotel to compliment the visitor servicing businesses of the downtown core.

Through its Community Development Agency, properties have been assembled to facilitate a City initiated process to bring a downtown hotel. With the imminent occupancy of the recently constructed Public Safety Facility by the Winters Fire Department, Staff is recommending the start of an RFP Process to move the project forward.

DISCUSSION:

Staff has finalized the Request for Proposals which includes a description of the proposed project and a process for interested teams to submit proposals to move a development forward.

The main goals of the RFP include:

- Develop a regionally recognized, high quality boutique and meeting center hotel
- Establish a long-term ground lease
- Enhance the dynamic environment of the downtown with a hotel that complements the area's existing retail, food and entertainment
- Serve as an added catalyst for continued economic growth and provide a direct economic benefit to the City
- Maximize the site's potential in a creative and complementary manner
- Reflect and respect the architectural and spatial context of the site[MJR1]
- The RFP will include a "Your Partners Section" which will highlight other businesses and property owners within the Downtown as collaborators in the revitalization of Downtown Winters.

The process for the RFP will include:

1. Advertisement and mailing of the RFP.
2. Qualification of submittals and development teams.
3. Proposal review by the Advisory Review Panel consisting of prominent business and property owners.
4. Recommended proposal.
5. Negotiation of a project and development disposition agreement.
6. Project initiation.

Staff is requesting the approval of the final draft of the RFP and authorization to proceed with the preparation of a project timeline. Staff will also like to bring forth recommendations for an Advisory Review Panel to assist in proposal review and final recommendations.

FISCAL IMPACT:

Staff time and administrative preparation.

OVERVIEW

Thank you for your interest in the Downtown Winters hotel opportunity. The purpose of this Request for Proposals ("RFP") is to solicit proposals from qualified development teams interested in pursuing the development of a full-service hotel in the heart of Downtown Winters.

This project is a major priority for the City of Winters and the Downtown Business District. The City envisions this as a catalyst project, which will encourage further development in the downtown core. The project is supported the City Council, the Community and the many key businesses within the Downtown core.



SUMMARY OF REQUEST

This RFP is a request for detailed proposals from development teams interested in pursuing such a project. The level of design, furnishing and operation of the Project must be commensurate with a high quality hotel.

PROPERTY

Located in Downtown Winters, the site is a pre-eminent location within the Central Business District. The site is owned by the City of Winters. The combined efforts of the City and Community Development Agency have assembled key properties to expedite development. A site map is attached as Exhibit A.

DEVELOPMENT OPPORTUNITY

Design and build a full service hotel that can also provide meeting space to attract high quality events and help the city establish a strong visitor industry. The project must be consistent with all adopted City plans effecting the historic Downtown Core, including the City's Form Based Code and the Downtown Master Plan.

PROJECT GOALS AND OBJECTIVES

- Develop a regionally recognized, high quality boutique hotel with meeting space
Establish a long-term ground lease
- Enhance the dynamic environment of the downtown with a hotel that complements the area's existing retail, food and entertainment
- Serve as an added catalyst for continued economic growth and provide a direct economic benefit to the City
- Maximize the site's potential in a creative and complementary manner
- Reflect and respect the architectural and spatial context of the site

SELECTION

Through this RFP process, the highest qualified team will be selected by an Advisory Review Panel. Formal negotiations for a development and lease agreement are expected at the end of this process.

BACKGROUND

The uniqueness of Downtown Winters lies in its seamless blending of the City's future as well as its past. Its attractive historic buildings retain their architectural detail reflective of a previous era, illustrating the value the community places on its origins. These structures are important to the community's identity. These buildings also illustrate the City's growth and economic development policies, which aim to encourage investment at the center of the community rather than supporting sprawl into adjacent agricultural lands. Nearby neighborhoods and a lack of strip commercial development encourage residents to visit Downtown on a daily basis, resulting in a lively and active district that is no longer common in the Central Valley.



The Downtown is a thriving hub of entertainment, weekend nightlife and the celebration of culinary excellence. The combination of wine tasting, great restaurants and the Palms Playhouse make Winters a regional destination for people to relax and hang out.

Winters is strategically located within the reach of both Sacramento and the San Francisco Bay Area. Technology facilities (Genentech and Alza Pharmaceuticals), regional tourism, Cache Creek Casino Resort and UC Davis all continue to expand. Agriculture remains the basis of the local economy. Agriculture evolves just as other industries do; however, and Winters is the regional center for farms growing and distributing the high quality, value-added produce that supplies many of Northern California's farmers markets and renowned restaurants. Winters is also home to an arts and artisan community, and residents prize the quality of life in a small town that is close to a major metropolitan area as well as expansive recreational and open space areas. Quality lodging and conference facilities will achieve great success due to our location, beauty and proximity to major population centers.

Recent building renovations and new businesses attest to Downtown Winters' viability. As the community grows, there are opportunities to improve the business climate of the Downtown as a public place and to solidify it as a compact, walkable, thriving commercial district.

Lodging is a natural component to be added into the Downtown. Nearby UC Davis (15 miles) hosts over 4,000 meetings each year and has a demonstrated need for additional locations to hold conferences and meetings. Lake Berryessa (9 miles) is in transition, with a need for lodging

for the estimated (100,000) visitors annually. Cache Creek Casino Resort is located 20 miles from Downtown.

This project is a major priority for the City and the business community.

SPECIFIC PROJECT INFORMATION

DEVELOPMENT SITE INFORMATION

The proposed hotel site is located centrally in downtown.

Details related to the size, zoning, and development capacity of the site area are summarized in Attachment A.

DEVELOPMENT PARAMETERS

HEIGHT LIMIT

The maximum height allowed for the development site is 45 ft. The City may consider the use of height averaging by the developer up to 30% higher. This will require consultation with City Staff and the approval of the Planning Commission.

FAR

The maximum permitted floor area ratio ("FAR") for the block is approximately 2.0.

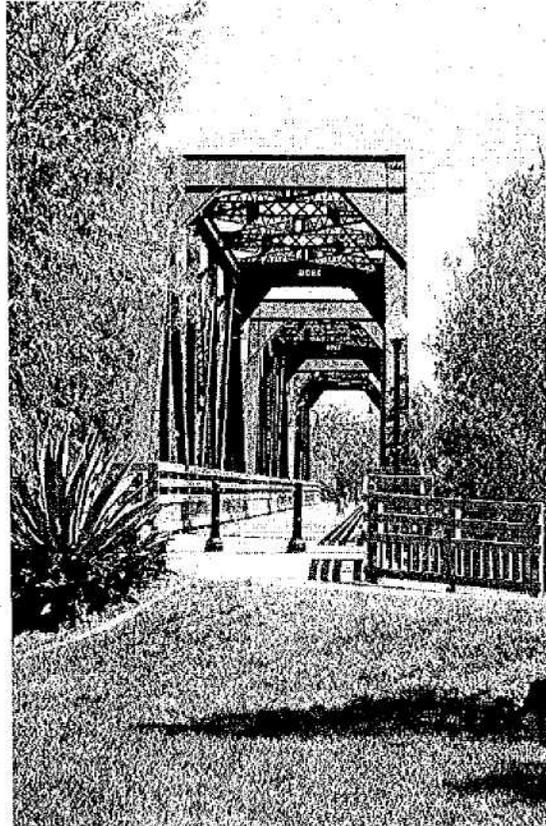
The development envelope for the hotel proposal is to be dictated by the aspects of the Downtown Master Plan and the required setbacks and height limits.

DUE DILIGENCE INFORMATION

TITLE

The City of Winters has had a Title Report prepared for the entire site, which is available by contacting the City Manager's Office.

ZONING



The site is zoned Railroad Avenue Downtown A, according to Winters Municipal Code, Chapter 17.58 (Form-Based Code for Downtown), which allows the proposed uses.

ENVIRONMENTAL CLEARANCE

The selected proposal team shall be responsible for securing compliance with the California Environmental Quality Act of 1970 at the team's sole expense. Appropriate application for environmental review of the proposed improvements and use must be made by the successful proposal team upon selection. The development may qualify for a categorical exemption under CEQA.

DESIGN CONCEPTS AND GUIDELINES

Design guidelines for the Downtown are located as part of the Form Based Code for Downtown Regulating Plan Area, as prescribed in Winters Municipal Code, Chapter 17.58

SUBMITTAL REQUIREMENTS

Please provide identification of the proposed team members (i.e. the developer, hotel operator). Include a single contact person for all correspondence and notifications. Submissions must incorporate the following elements to be eligible for review:

Development Entity/Capacity

1. Description of development entity, including full legal name, type, ownership equity/financing structure, and primary contact regarding submittal. Teams must identify a hotel brand and/or franchise and hotel management company that will manage the operations.
 - a. Development Plan
 - b. Detailed project description in relation to the goals and objectives stated on page 1 of this RFP.
2. Conceptual site plan and elevations
 - a. Chart detailing proposed building uses and square footage
 - b. Preliminary development schedule/timeline and anticipated phasing
3. Economic Plan/Proforma

Project Proforma:

- a. Estimated construction costs including detailed direct, indirect/soft costs and financing costs
- b. Estimated net operating income including detailed revenue
- c. projections and operating costs

Description of the project's potential to serve as an economic stimulus to the area and projected economic impact:

- Transient Occupancy Tax
- Property Tax
- Sales Tax

4. Identification of additional project benefits to the City, such as jobs created, services provided and needs met

Transaction Terms and Conditions

- Term sheet that includes the following:
- Proposed Lease Amount
- Proposed Lease Term
- Teams are encouraged to provide any relevant information that will assist the City in the evaluation of their submission. However, bulky promotional materials not directly related to a hotel project are discouraged.

Submissions must be in the actual possession of the City in City Hall, 318 First Street on or prior to xxxxxx at 5:00pm. Late submissions will not be considered. Submissions must be provided in a sealed package with the statement "Winters Downtown Hotel Proposal" and the prime contact name and address clearly labeled on the front. Please submit twelve (12) complete copies (8½ x 11 format preferred).

EVALUATION

EVALUATION PROCESS

The City will designate an Advisory Review Panel to evaluate all proposals received in response to this RFP. The Panel will assess the responses based on the factors described below. Panel members will score each response in their own preferred order. The scores assigned by each Panel member will be based on the individual member's reasonable judgment as to the degree to which the proposal complies with the criteria and intent of the RFP process.

Members of the Advisory Review Panel and other City staff may contact references and industry sources, investigate previous projects and current commitments, and interview some or all of the development team. The City reserves the right to reject any or all submittals at its sole and absolute discretion.

EVALUATION CRITERIA

The following is an outline of the criteria that will be utilized in determining those submittals deemed most advantageous to the City of Winters and most responsive to stated goals of this project.

Development Entity/Capacity

- Demonstrated experience in successful financing, development, operation and economic performance of comparable projects

Development Plan

- Extent to which the submittal meets the project goals and objectives described on page x
- Ability to effectively design the project within the development parameters set forth on page x

Economic Plan (Pro-forma)

- Projected economic benefit to the City of Winters
- Feasibility of development proposal
- Transaction Terms
- Proposed development schedule and phasing required to complete the project
- Quality and feasibility of proposed business offer
- Ability to complete the transaction in a timely fashion

PROPOSED SELECTION SCHEDULE

The City intends to proceed in accordance with the schedule noted below. The City reserves the right to alter the schedule at any point in the process, but agrees to provide adequate notice to respondents should the schedule be amended.

SCHEDULE:

RFP Release: October 20, 2011

Due Date for written questions: November 16, 2011

RFP Response Deadline: December 15, 2011 (no later than 5:00pm)

INQUIRIES

All questions shall be directed to:
Dan Maguire, Redevelopment Manager
Redevelopment and Housing Department
City of Winters
(530) 795-4910 *118
Dan.maguire@cityofwinters.org

Insert_ Your Partners Section

SPECIAL TERMS AND CONDITIONS

RESPONDENT RESPONSIBILITIES

All facts and opinions stated herein and in any additional information, whether written or oral, provided by the City of Winters and/or its representatives, are based on available information and are believed to be accurate. However, no representation or warranty is made with respect thereto. The information in this document is intended to help prospective respondents create viable responses. However, it is the sole and absolute responsibility of those responding to this request to complete their own due diligence with regard to the information contained herein, including, without limitation, any development restrictions, whether contractual, governmental, physical, or otherwise, which may restrict or affect development of the site. Development is subject to all applicable development standards and restrictions.

RESERVATION OF RIGHTS BY CITY OF WINTERS

The issuance of this RFP and the acceptance of submittal do not constitute an agreement by the City of Winters that any contract will actually be entered into by the City of Winters. Any costs incurred by respondents in preparation of a response to this RFP or future RFP are completely the responsibility of the respondents. Any or all disputes arising under this RFP and any contract negotiated as a result of this RFP shall be governed by the laws of the State of California.

The City reserves the right to issue written notice of any changes in the submittal process should the City determine, in its sole and absolute discretion, that such changes are necessary or desirable.

NO PARTNERSHIP/BUSINESS ORGANIZATION

Nothing in this RFP or in any subsequent development agreement, lease, or any other contract entered into as a result of this RFP shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the City of Winters or the team.

EMPLOYMENT RESTRICTION AND INDEMNITY

No person who is an officer, employee, contractor or consultant of a team shall be an officer or employee of the City of Winters. No rights of the City of Winters's retirement or personnel rules accrue to team, its officers, employees, contractors, or consultants. The successful team shall have the total responsibility of all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Team shall save and hold the City of Winters harmless with respect to any and all claims for payment, compensation, salary, wages, bonuses,

retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums in any way related to Team's officers, employees, contractors and consultants.

CIVIL RIGHTS RESERVED

Notwithstanding any other provision of the Request for Proposals, the City reserves the right to:

- Waive any immaterial defect or informality;
- Extend or otherwise revise the submittal date;
- Reject any or all submissions or portions thereof;
- Reissue a new or revised Request for Proposals; and
- Request one or more teams to submit a more detailed submittal

This RFP does not commit the City of Winters to enter into a contract or development agreement, to pay any cost incurred in the preparation of a submittal in response to this request or in subsequent exclusive negotiations. Further, this RFP does not convey to any team any contract property rights.

PROPERTY RIGHTS/DISCLOSURE OF INFORMATION

All materials submitted in response to this RFP and submittals subsequent thereto, shall become the property of the City of Winters upon delivery. By tendering a response to this RFP, teams agree that the content of every other submittal is confidential and proprietary and waives any right of access to those submittals during the review period. The foregoing waiver shall not apply to the submittal selected under this RFP, if any, or to the submittal of any developer contesting, protesting or otherwise challenging an award or recommendation, once made. Any developer tendering a submittal in response to this RFP further acknowledges and understands that the City of Winters is a public entity required to abide by public record laws and shall not be liable for disclosures required by law.

SUBMITTAL REJECTION/RIGHT TO DISQUALIFY

Submittal of terms, condition and/or agreements may result in rejection if such terms, conditions, or agreements are deemed unacceptable by the City in its sole discretion. The City of Winters reserves the right to disqualify any team who fails to provide information or data specifically requested herein or who provides materially inaccurate or misleading information or data or who attempts to influence the selection process outside the procedures established herein. The City of Winters reserves the right to disqualify any team on the basis of any real or apparent conflict of interest. This disqualification is at the sole discretion of the City of Winters.



**CITY COUNCIL
STAFF REPORT**

TO: Mayor and City Council
DATE: October 18, 2011
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: Emergency Repair Funding- Trestle Bridge/Car Bridge

RECOMMENDATION:

That the City Council authorize the expenditure of \$24,000 in Gas Tax Funds toward emergency repairs done for the Robert Chapman Trestle Bridge and the Putah Creek Car Bridge.

BACKGROUND:

Since September, 2011, extensive restoration work has commenced on Putah Creek which has included the de-watering of the Creek. This process has enabled extensive exposure and inspection of the bridge piers for both the Trestle Bridge and Car Bridge.

The restoration work and environmental permits has allowed the City and Solano County Water Agency to initiate capital repair work within the bounds of the permit.

DISCUSSION:

The exposure of the bridge piers revealed the extensive "scour" which has resulted over the decades since the Monticello Dam was constructed.

The Dam has created a lower flow channel from when the bridges were originally constructed in 1905 and 1906. The result has been the erosion of the base of the piers, exposing them to the elements. The condition for the trestle bridge was know but the car bridge was not.

Given the rapid construction period, the opportunity to initiate repairs and protection for both bridge piers required an emergency authorization to fund work on the piers.

This included the following:

1. Installation of rock below and around the piers to support erosion protection; and
2. Filling the voids with concrete.

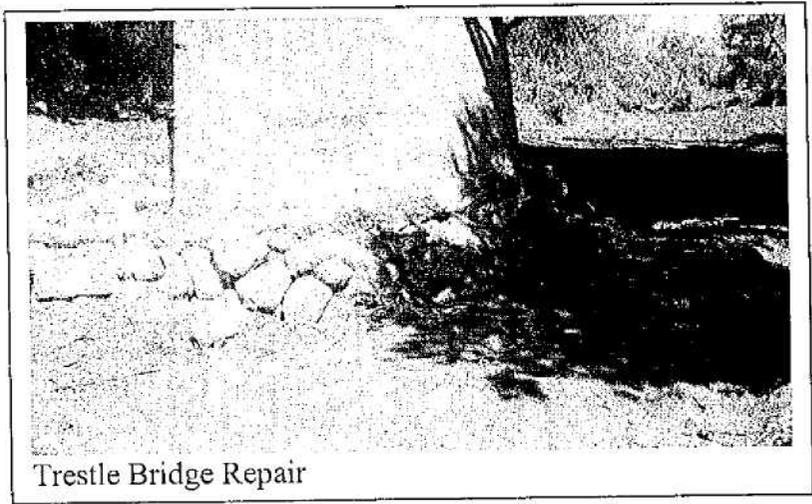
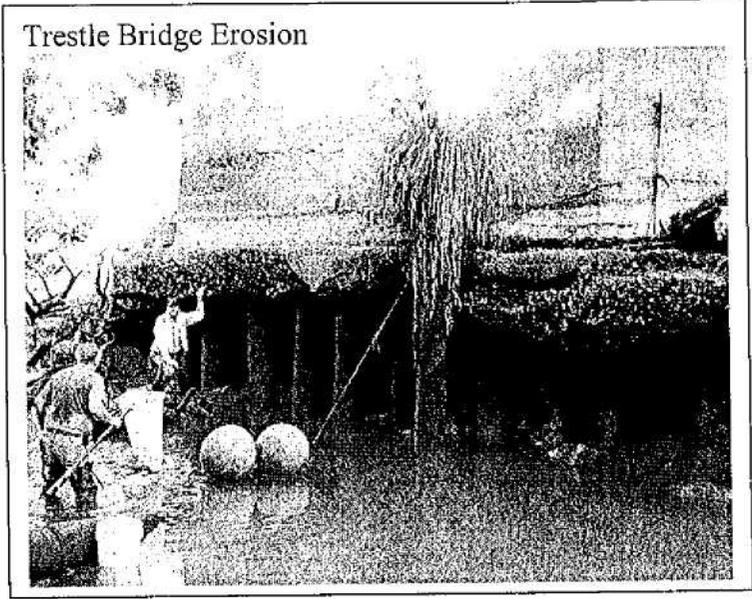
The work was done by a combination of City Staff and the construction personnel working with the Solano County Water Agency.

In 2005, when the City discovered the scour issue on the trestle bridge, it was not considered an imminent threat, as the piers were still under water. The repairs were also dramatically expensive, with estimates for engineering and environmental permitting costing near \$75,000 and construction (including de-watering the channel) approximately \$100,000.

The ability to work under the existing renovation project is estimated to have saved between \$200-300,000.

FISCAL IMPACT:

The estimated \$24,000 comes from the City's roadway maintenance account with an allocation from Gas Tax Funds.



Trestle Bridge Repair



Car Bridge Repair



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: October 18, 2011
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci Mills, Director of Administrative Services
SUBJECT: Facility Fee Waiver Request

RECOMMENDATIONS: Staff requests that Council review the request submitted by Winters High School Senior Ashley Shaw, and provide direction to staff.

BACKGROUND: The seniors at Winters High School are required to complete a senior project. These projects vary by nature. Ashley Shaw would like to coordinate a benefit luau to help offset the expenses for a local family whose four year old child was diagnosed with leukemia in August, 2010.

Ashley is requesting the facility usage fees for use of the Community Center for the benefit luau be waived, as well as the facility usage fees for the dance studio at 305 First Street, where she would like to hold practice/rehearsals. It is Ashley's goal to donate 100% of the money raised to this local family to offset their expenses, and waiving the facility fees would remove any overhead expenses.

FISCAL IMPACTS: Community Center, based on a two-hour event, would be \$1,229, which includes a refundable \$600 security deposit. The dance studio, which would be used for practice/rehearsals, rents for \$10/hour.

Hello city council members! My name is Ashley Shaw and I am currently a senior at Winters High and as most of you know, every year the seniors have to do something called a senior project. It's the chance for us to learn or experience something new. Some people decide to do things like kick boxing or cooking. For my senior project I have decided to put together a benefit luau for a little four year old boy named Cooper Cochran and his family. Cooper has leukemia and has been on radiation treatment a total of 10 times now. Cooper was diagnosed with Leukemia on August 30th, 2010 and it has a huge affect on his family. His Mom, Cherie Cochran (who is an alumni from Winters High), is a single mother of 3 kids now (Cooper being the youngest of the 3) and she currently has a job but because Cooper is in and out of the doctor's office so much she can hardly ever go to work. Cherie is a hard working mom and does what ever she can for her family but, it does become hard to support her kids when she is hardly able to go to work. Cherie and her family are having a hard time financially and so my goal for this luau is to raise as much money as I can to give to this family that truly deserves it and that is why I am asking all of you if it would be possible to get the space at the community center to hold the luau donated. The less money I have to spend on this luau, the more money that can go straight to this family to help them out with food, clothes and other needs. For this luau I am also needing to hold practices for the dancer of course to get ready for this important performance so what I am also asking of you members is if I could also get the space from either studio C or our old studio on first street donated too. I have about 15-20 dancers coming back to help me make this a successful fundraiser and so holding practices at my apartment is nearly impossible because I just do not have the space. By donating the space I need for this all to work, you wouldn't just be helping me have a successful senior project, but you would also be helping out a family in need who deserves something good in their lives. So I ask, please, if possible can I please get these spaces donated.

Thank You

Sincerely,

Ashley Shaw



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: October 18, 2011
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Rehabilitation and Renovations of 318A First Street

RECOMMENDATION:

Staff Recommends the City Council give authorization for staff to seek bids for the survey for structural deficiencies, and the existence of mold and asbestos for the building located at 318 A First St., formerly the home of the Winters Police Department. Staff also recommends that the City Council authorize the City Manager to into a contract to have the surveys performed once the bids have been received.

BACKGROUND:

In September 2011, the Winters Police Department vacated the property at 318A First Street upon the completion of the new Winters Police and Fire Station. This now leaves the building empty and available to house City Staff.

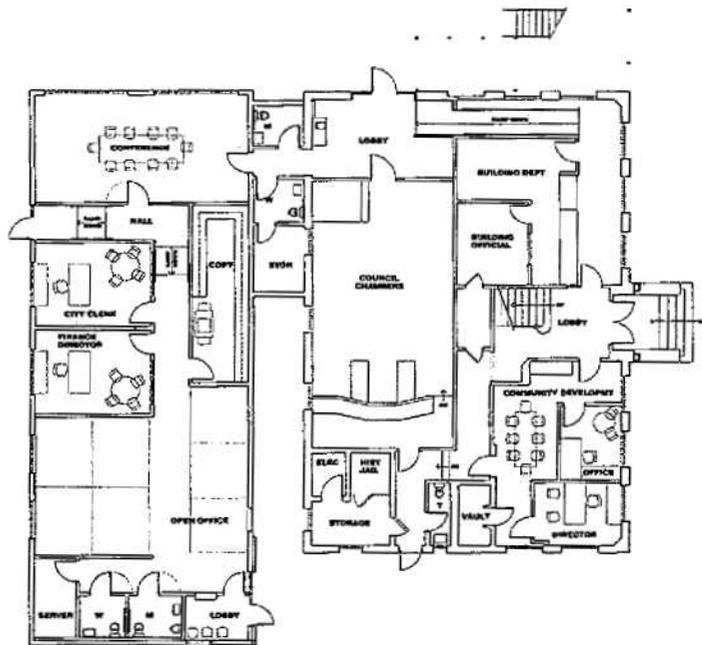
Staff has been working with Dennis Dong of Calpo, Hong and Dong, the architect of the recently completed Police and Fire Facility to design a functional workspace for the staff of the Administrative Services/City Clerk and Finance Staff, as well as a conference room and a copy/work room. Relocating this staff to the former Police Department will allow for the Planning and Building staff to relocate to the first floor of City Hall, and therefore enhance the accessibility of our citizens to city staff.

Staff has a preliminary design layout for the space, and it is attached for your information.

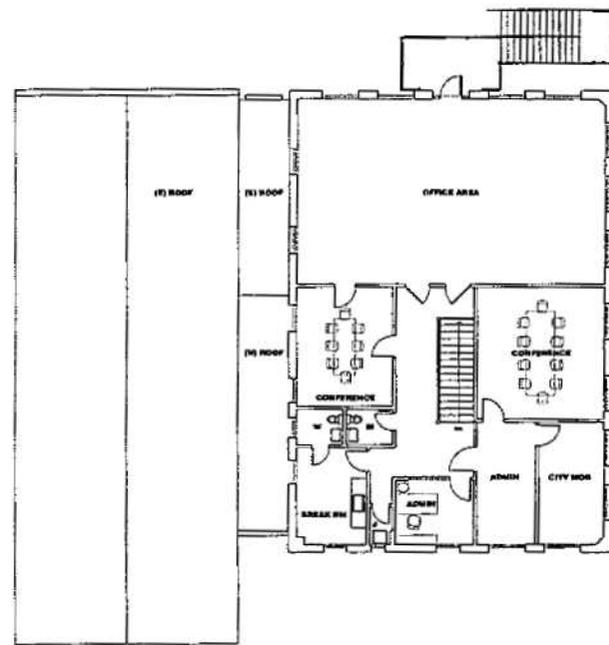
Once the surveys are complete, Staff will return to the City Council with a report on the status of the building and with requests for the steps needed to move forward with the renovation process.

FISCAL IMPACT:

General Facility Impact Fees would be used for this project. Total funds available for all phases of the project are \$637,461.00.



FIRST FLOOR PLAN
077-001 11-12-08 07



SECOND FLOOR PLAN
077-001 11-12-08 07

CITY OF WINTERS PROPOSED CITY HALL IMPROVEMENTS
 CALPO HOM & DONG ARCHITECTS