



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, June 3, 2014

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Woody Fridae, Mayor Pro-Tempore
Harold Anderson
Wade Cowan
Bruce Guelden*

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

6:00 p.m. – Executive Session

AGENDA

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Property Located on Grant Avenue (APN #'s 038 070 37, 038 070 38, 038 070 39), Winters – Real Property Negotiator City Manager John W. Donlevy, Jr.

6:30 p.m. – Regular Session

AGENDA (pp 1-4)

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, May 20, 2014 (pp 5-10)
- B. Approve AT&T Crown Castle Lessee Change (pp 11-40)
- C. Approve the Project Budget Sheet to add \$11,000 in Local Funds (Gas Tax), Authorize the City Manager to Sign a Construction Contract with Exaro Technologies Corporation for Utility Potholing, and Authorize the City Manager to Sign Work Order No. 14-001 with K.C. Engineering for a Phase I Environmental Site Assessment for the Grant Avenue/Walnut Lane Roundabout, Project No. 12-04 (pp 41-50)
- D. Street Closure Request by Winters Chamber of Commerce for Annual Earthquake Festival to be Held on Friday, August 22, 2014 (pp 51-53)

DISCUSSION ITEMS

- 1. Public Hearing to Receive Input from Specific Property Owners Regarding Implementation of Weed Abatement for 2014 (pp 54-55)
- 2. Winters Visitor Center Update (pp 56-58)
- 3. Resolution 2014-18 A Resolution of the City Council of the City of Winters setting the amount of the Drainage Impact Fee (pp 59-61)

4. Wastewater Services (pp 62-67)
5. Letter of Support for the Permanent Protection for the Public Lands of the Berryessa Snow Mountain Region as a National Conservation Area and/or National Monument (pp 68-71)

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

1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 3, 2014 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 May 29, 2014, and made available to the public during normal business hours.

Nanci G. Mills by Tracy Jensen
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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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 Winters City Council Meeting
Held on May 20, 2014

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Bruce Guelden and Mayor Cecilia Aguiar-Curry
Absent: None
Staff: City Manager John Donlevy, City Clerk Nanci Mills, City Attorney Ethan Walsh, Director of Financial Management Shelly Gunby, Public Works Supervisor Eric Lucero, Environmental Services Manager Carol Scianna, Police Chief Sergio Gutierrez, Project Manager Jim Keating, and Management Analyst Tracy Jensen.

Shelly Gunby led the Pledge of Allegiance.

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

AYES: Council Members Anderson, Cowan, Fridae, Guelden, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Registered Nurse Elizabeth Freed, 1009 Village Circle, spoke to Council regarding her community health project for her masters program: social isolation of senior citizens in Yolo County and asked if the City's website could include links to the Yolo Alliance Agency for senior resources.

Stu Williams, Vice President of the Napa/Berryessa Chamber of Commerce, spoke in support of H.R. 4166, legislation introduced by Mike Thompson that would transfer the management of Lake Berryessa from the Bureau of

Reclamation (BOR) to the Bureau of Land Management (BLM). Little progress has been seen thus far. The Napa Board of Supervisors and Napa Chamber of Commerce also support the bill and Mr. Williams asked Council to consider supporting H.R. 4166.

Carol Kunze, Napa Director of Tuleyome, strongly urged Council to include this item on a future agenda and support the transfer of the management of Lake Berryessa from the BOR to the BLM. For more information, go to www.berryessasnowmountain.com. Mayor Aguiar-Curry asked staff to bring this item back to a future agenda.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 6, 2014
- B. Minutes of the Joint Workshop of the Winters City Council and Winters Planning Commission Held on Tuesday, May 13, 2014
- C. Resolution 2014-13, a Resolution of the City Council of the City of Winters, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City-Wide Maintenance Assessment District, Fiscal Year 2013/2014
- D. Resolution 2014-14, a Resolution of the City Council of the City of Winters Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its' Intention to Levy and Collect Annual Assessments and Provide Notice of Hearings Thereof for the City-Wide Maintenance Assessment District, Fiscal Year 2013/2014
- E. Approve the Public Improvement Agreement and Authorize the Mayor to Execute the Public Improvement Agreement for Dollar General
- F. Approve Contract for Van Lant and Fankhanel, LLP for Auditing Services for 2013-2014, 2014-2015, and 2015-2016
- G. Resolution 2014-16, Approving the Transportation Development Act Claim for 2014-2015
- H. Letter of Support for the Permanent Protection for the Public Lands of the Berryessa Snow Mountain Region as a National Conservation Area and/or National Monument (**Moved to Discussion Item 5**)
- I. Letter of Support for the Proposed UC Davis Nitride-Enabled Extreme Integrated Systems (NEXIS) Engineering Research Center (**Tabled to a future agenda**)

City Manager John Donlevy gave an overview. Council Member Anderson asked for a correction to the May 6, 2014 minutes to reflect that he recused himself from casting a vote regarding the proposed approval of an EIR for the Proposed PG&E Facility (Discussion Item 6). Council Member Cowan requested that

Consent Item H be moved to Discussion Item 5. Mayor Aguiar-Curry asked for clarification on Item I and then requested that it be tabled.

Motion by Council Member Cowan to approve Items A-G and seconded by Council Member Guelden. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Guelden, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

PRESENTATIONS

Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District gave a power point presentation including a risk table and information about the life cycle and breeding of mosquitos and invasive species such as the Asian Tiger Mosquito and the Yellow Fever Mosquito. He also spoke about West Nile Virus and the 7 D's (drain, dawn & dusk, dress, defend, doors, district). Gary said that repellent is available and to call for a supply. 1-800-429-1022 or go to www.fightthebite.net. Mayor Aguiar-Curry thanked Gary for providing this valuable information.

Tim O'Halloran, General Manager of Yolo County Flood Control and Water Conservation District, gave a power point presentation that included a water conditions report and spoke about ground water. Due to low water levels at Clear Lake and the Cache Creek watershed, there is no water available in the canals this year, the first time since 1991. Mayor Aguiar-Curry recognized Tim as the water guru of Northern California and a great Sheppard and visionary in the area and region, not just Yolo County. The groundwater piece could be controversial, but we have to figure out how to work together and make it work.

DISCUSSION ITEMS

1. Second Reading and Adoption of Ordinance 2014-03, an Ordinance of the City Council of the City of Winters amending Title 2, Chapter 2.04 of the Winters Municipal Code to Replace Robert's Rules of Order with Rosenberg's Rules of Order

City Clerk Nanci Mills said there have been no changes to the Ordinance since it was introduced at the May 6th City Council meeting and if approved, will be adopted in 30 days. Council Member Anderson asked if Rosenberg's Rules of Order apply to all levels of government and not just the Council. City Attorney

Walsh said the City Council will be governed by Rosenberg's Rules of Order and commissions generally follow Council, which is already in effect.

Motion by Council Member Fridae, second by Council Member Anderson to adopt Ordinance 2014-03 amending Title 2, Chapter 2.04 of the Winters Municipal Code to replace Robert's Rules of Order with Rosenberg's Rules of Order. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Guelden, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

2. 2013 Annual Wastewater Report Submitted by Jim Keating, Project Manager, Severn Trent Services

Project Manager Jim Keating gave a power point presentation and an overview of the annual report, including completed projects, issues, and goals. Some of the issues included public awareness and education and asked if the City's website could include this information. The goals for the upcoming year include water re-use, bio-solid removal, and erosion control along the pond levees. Pre-treatment is essential and businesses need to maintain grease traps. A reminder from the Chamber to local businesses would be good. Council Member Anderson asked if mosquito fish can be placed in the ponds. Jim said there are already some there and a local member of the Department of Fish & Wildlife dumps any extras he may have into the pond. Mayor Aguiar-Curry said public education is key and asked Carol Scianna to begin a public information campaign and distribute the information to the public and asked Council Member Cowan to contact the Chamber of Commerce so they can distribute information to the local businesses. Kathy Stone with Severn Trent Services added that flyers can be sent with the water bills or in letter form. Posting on the City's website would be good too. Mayor Aguiar-Curry thanked Jim for his report.

3. Resolution 2014-17 Establish an Appropriations Limit for 2014-2015

Director of Financial Management Shelly Gunby gave an overview.

Motion by Council Member Cowan, second by Council Member Fridae to approve Resolution 2014-17, establishing an appropriations limit for 2014-2015. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Guelden, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

4. 2014-2015 and 2015-2016 Budget Information

Director of Financial Management Shelly Gunby gave an overview of a power point presentation and confirmed that wastewater services will come back to Council at the June 3rd meeting. Mayor Aguiar-Curry thanked Shelly for providing clarification from the Joint Council/Planning Workshop held on May 13th, but didn't see the cost to update the website. Council thanked Shelly for the information.

5. Letter of Support for the Permanent Protection for the Public Lands of the Berryessa Snow Mountain Region as a National Conservation Area and/or National Monument

Bob Schneider, a volunteer working with Tuleyome, as well as Kate Frazier and Carol Kunze, spoke in support of the permanent protection for the public lands of the Berryessa Snow Mountain Region as a National Conservation Area and/or National Monument and asked Council to endorse the Letter of Support. Council Member Cowan wanted to read through Bill Number 1025, Council Member Fridae asked staff to bring the item back to Council in two weeks, and Council Member Anderson agreed to two weeks, but no longer. Council concurred. Mayor Aguiar-Curry added that Mike Thompson is a good advocate for Winters.

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

1. None

CITY MANAGER REPORT: The Yolo Managers Group is working together on a JPA for controlled services regarding animal services, with an RFP to be sent out soon. Regarding Winters Highlands, Homes by Towne are diligently working with the lender. This year is forecasted to be the worst fire season in the history of California and the Winters Fire Department will be having several training burns north of the city. CM Donlevy attended a Lake Berryessa Advisory Committee meeting last week and wants to bring to Council the Yolo County

Capital Improvement Program regarding roads and would like the Council to weigh in.

INFORMATION ONLY

1. March 2014 Treasurer Report
2. March 2014 Investment Report

EXECUTIVE SESSION: None

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 9:20 p.m. in memory of Julie Orosco and her family.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 3, 2014
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Elliot Landes, Associate
SUBJECT: AT&T Sublease change

RECOMMENDATION:

Council to approve the lessee change and authorize the City Manager to sign the agreement.

BACKGROUND:

On October 18, 2013, AT&T Inc. and Crown Castle International Corp. entered into an agreement regarding most of AT&T's tower portfolio including Crown Castle's management and operation of the portfolio. The City cell tower lease and site at Road 88 and Road 32 are part of the portfolio. As part of the transactions, the AT&T affiliate which holds the lease transferred the lease and all of its rights in the site and lease to another subsidiary of AT&T, known as NCWPCS MPL 23 – Year Sites Tower Holdings, LLC.

The AT&T Subsidiary is asking for approval to sublease to a subsidiary of Crown Castle (CCATT) rights in the site including the right to manage and operate the site.

According to Chris Monagle of AT&T's Legal Department, Crown Castle is an owner and operator of shared wireless infrastructure and is not a wireless carrier. It does not collocate or otherwise add any wireless communication transmitting equipment owned by CCATT to the site.

Clause 19 of the original lease with AT&T states:

"Assignment. Tenant may assign this Lease upon notice to the Landlord. Tenant may sublet this Lease only with prior written consent of the Landlord, which consent shall not be unreasonably withheld."

RECOMMENDATION:

Staff recommends that council approve the lease change and authorize the City Manager to sign the agreement.

FISCAL IMPACT:

None.

January 17, 2014

CITY OF WINTERS
318 1ST ST
WINTERS, CA 95694

Dear Landowner,

As you may have heard, Crown Castle International Corp. (NYSE: CCI) recently acquired the management and operation rights to approximately 9,700 towers formerly operated by AT&T, including yours.

This letter is to welcome you to the Crown Castle family and let you know that a package with all the details of the transition will be arriving in 3–4 months. In the interim, AT&T will continue servicing the relationship.

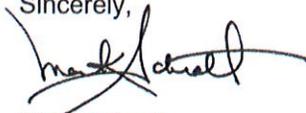
While Crown Castle has assumed some of the obligations of your existing agreement with AT&T, there is nothing you need to do—your payments from AT&T will continue, whether by check or direct deposit. In approximately 120 days, you will see that your payment is being made by an affiliate of Crown Castle. Until that time, please continue to contact AT&T with any questions regarding your ground lease. AT&T can be reached at 877-231-5447.

You can be confident that this transition will be handled smoothly and professionally. We are a publicly held company and a member of the S&P 500 Index. Crown Castle is the country's largest independent owner and operator of shared wireless infrastructure—40,000 towers are under our control, as well as a multitude of rooftop antennas and Distributed Antenna Systems, a type of small cell solution.

We place great value on customer relationships. That focus is reflected in the high marks we regularly receive in our landowner satisfaction surveys. We look forward to earning the same confidence from you in a long-term relationship.

Look for your welcome package to arrive in the mail in 3–4 months. In the meantime, please visit www.crowncastle.com for more information on our company.

Sincerely,



Mark Schrott
Vice President Property Management

P.S. Crown Castle has a land purchase and lease extension program which may be of interest to you. This program provides an opportunity to sell, prepay or extend your lease on attractive terms. Please contact Crown Castle at 1-866-482-8890 to discuss our products and learn about what more than 15,000 Crown Castle landowners have already elected to do.



February 3, 2014

CITY OF WINTERS
318 1ST STREET
WINTERS, CA 95694

Re: Lease ("Lease") for 10090431 located at or about ROAD 88 AND ROAD 32A, WINTERS, CA 95694 (the "Site")

Dear Landlord:

On October 18, 2013, AT&T Inc. ("AT&T") and Crown Castle International Corp. ("Crown Castle") entered into an agreement ("Agreement") regarding most of AT&T's tower portfolio ("Portfolio") including Crown Castle's management and operation of the Portfolio. Your Lease and Site are part of the Portfolio.

Crown Castle and AT&T expect the transactions pursuant to the Agreement ("Transactions") to close on or before December 16, 2013. As part of the Transactions, the AT&T affiliate which holds the Lease, contemplates, at or before closing, transferring the Lease and all of its rights in the Site and Lease to another subsidiary of AT&T ("AT&T Subsidiary"). The AT&T Subsidiary will sublease or grant to a subsidiary of Crown Castle, rights in the Site including the right to manage and operate the Site. The AT&T Subsidiary will remain the lessee on the Lease. Additionally, an AT&T subsidiary or subsidiaries will continue to maintain its or their communications facilities on the Site.

To the extent any such consent is required for the Transactions, Crown Castle and AT&T request you grant your consent to the Transactions by signing this letter and returning it in the enclosed self-addressed envelope.

Thank you for your prompt attention to this matter. If you have questions about the Transactions or this request, please email us immediately at crowncastle@babstcalland.com or call 1-855-605-5544.

Sincerely,

Paula Gibson
AVP, Network Engineering

The undersigned consents to the Transactions

By: _____

Print Name: _____

Date: _____

Frequently Asked Questions (FAQ)

Payment Information

Q When will I receive my rent payment?

A Crown Castle will be servicing all ground lease payments due and payable on or after May 1, 2014. As a result, the timing of your next ground lease payment may be adjusted slightly.

If you have direct deposit: The ground lease payment will be deposited into your designated bank account on the first business day of the month in which it is due. Please be advised that Crown Castle, unlike AT&T, does not provide an email when the direct deposits have been made to your bank.

If you receive a paper check: The ground lease payment will be printed on a Crown Castle check and mailed to you approximately five business days prior to the first business day of the month in which it is due.

Q Whom should I contact about missed or incorrect payments?

A Please email the Landowners Help Desk (LOHD) at LOHD@crowncastle.com. That is the best way to reach us. We are dedicated to ensuring accurate and on-time payments. Our response time is targeted at two business days. The LOHD can also be reached by phone at 866-482-8890 (toll-free); please note that requests are prioritized as received.

Q Will I continue to receive detailed payment information with my payments?

A Yes. It will be formatted differently, but you will be receiving the same detailed information as all other Crown Castle landowners.

Current Land Lease Agreement

Q Will I need to enter into a new land lease agreement with Crown Castle?

A No. The Crown Castle agreement with AT&T does not impact your existing lease agreement.

Q Will Crown Castle reimburse me for legal fees if I have this package reviewed by an attorney?

A Not necessarily. Crown Castle does not reimburse legal fees unless specifically provided for within your existing agreement.

Q If my agreement with AT&T requires my consent to assign or sublease, should I have been contacted requesting my consent to any necessary assignment or subleasing to Crown Castle?

A Yes. If consent is required in your lease agreement, AT&T should have contacted you to request your consent.

Q What if I am in negotiations to amend my agreement, sell my property to AT&T, or sell a perpetual easement to AT&T?

A Any current negotiations most likely will continue. Crown Castle intends to honor any fully executed and binding agreements that were negotiated with AT&T but not yet completed.

Q Will the full history of my agreement be transferred to Crown Castle?

A No. Crown Castle will receive only the current lease and other documents needed to properly administer your agreement. Your payment history will remain with AT&T; if you have questions relating to previous payments, it may take us slightly longer to respond.

Q I have misplaced my land lease. How can I obtain a copy?

A The local courthouse or local land records office should have a copy of your current agreement. If they cannot supply one, Crown Castle can provide a copy. We require that all requests for lease agreements be made in writing and include the landowner signature. The LOHD contact information is provided later in this FAQ.

Tax and Insurance Information

Q Is Crown Castle honoring the tax-related obligations of my agreement?

A Yes. Crown Castle takes great pride in ensuring that tax obligations are effectively administered and accurate payments are made on a timely basis. If you have any questions about the accuracy of your tax reimbursement, contact the LOHD at LOHD@crowncastle.com, or call 866-482-8890 (toll-free). Please note that requests will be prioritized as received.

- Q My agreement requires that I have a tower company-issued insurance certificate. Whom do I contact?
- A Some agreements require the tower company to provide insurance certificates to the landowner. Crown Castle complies with these terms as required. Crown Castle does anticipate sending new certificates, as required, in January of each year. To request an insurance certificate, please contact LOHD@crowncastle.com or call us at 866-482-8890 (toll-free).

Information Changes

- Q I recently moved. How do I ensure my payments are sent to the correct address?
- A Please use the enclosed *Good Business.Good Information.* form to ensure that all payments are made to the correct party at the correct address. Crown Castle requires that all changes to personal information be requested in writing. The form is also available on our website: www.crowncastle.com/landowners. If you have questions, contact the LOHD by email at LOHD@crowncastle.com, or call 866-482-8890 (toll-free).
- Q I have transferred ownership of the property to another party. What steps do I take to convey this information to Crown Castle?
- A To protect the interests of both Crown Castle and the landowners, Crown Castle requires that changes to property ownership be submitted in writing, along with proper documentation. We must have legal proof of ownership of the land on which the tower is located, and are required by the IRS to have a Form W-9 on file for all landowners. Necessary documentation varies depending upon the nature of the change of ownership. Documentation requirements for the following events are:
- Death - Death Certificate, Will or Probate Record, Form W-9 and contact information of new landowner
 - Divorce - Divorce Decree, Form W-9 and contact information of new landowner
 - Sale - Deed, Form W-9 and contact information of new landowner
- NOTE: Unique circumstances may require other documents.
- Please visit www.crowncastle.com/landowners for instructions on how to complete a Change of Ownership Form.

Contact Information

- Q Whom do I contact with questions concerning the tower, compound or access road?
- A For any concerns regarding the physical state of the tower, compound or access road, please contact our Network Operations Center (NOC) at 800-788-7011 (toll-free). The NOC is staffed 24 hours a day, 7 days a week. Our operators will route your issue to local tower operations personnel who will work with you to resolve the issue.
- Q If I have other questions, whom do I contact?
- A The Landowners Help Desk — they are there to serve you. The most efficient way is email. You may also call our toll-free number. Both are listed below. We look forward to hearing from you.

Landowners Help Desk

- Email: LOHD@crowncastle.com
 - Phone: 866-482-8890 (toll-free) Monday – Friday, 8:00 am – 5:00 pm Eastern
- Outside of normal business hours, you may leave a message with your name, phone number, Business Unit Number, as well as the date and time you prefer to be contacted.
- Fax written requests to 724-416-4015.
 - Our mailing address is:
Landowners Help Desk
Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

State: California
Market: Sacramento
Cell ID: Winters
(5590-92-002)

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 28 day of December, 1992 between the City of Winters ("Landlord") and Sacramento Cellular Telephone Company ("Tenant").

For the sum of Six Hundred Dollars (\$600.00) the ("Option Fee") to be paid to Landlord by Tenant within fifteen (15) working days after Landlord's execution of this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. OPTION

1. Premises. Subject to the following terms and conditions, Landlord grants to Tenant an option (the "Option") to lease a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto and incorporated herein by this reference. The Premises, located at the intersection of Road 88 and Road 32A, County of Yolo, are comprised of 2500 square feet and are situated within the Property as described and/or depicted in Exhibit B attached hereto and incorporated herein by this reference.

2. Option Term. The Option shall be for an initial term of twelve (12) months commencing upon the date set forth above (the "Initial Option Period") and may be extended for an additional twelve (12) months upon notification to Landlord by Tenant and upon payment of additional consideration in the sum of Six Hundred Dollars (\$600.00) ("Additional Option Fee") prior to the end of the Initial Option Period.

3. Cooperation. During the Initial Option Period and any extensions thereto and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Premises (the "Governmental Approvals") and Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures on, under, and over the Property necessary to determine that the Premises will be acceptable to Tenant's engineering specifications, system design, and Governmental Approvals.

4. Exercise of Option. Tenant may exercise this Option by notifying Landlord in writing prior to the expiration of the

Initial Option Period or any extension thereto that Tenant is exercising its Option.

B. LEASE

5. Lease Term. In the event that Tenant exercises the Option, the term of this lease (this "Lease") shall be eight (8) years, commencing upon the date Tenant gives written notice to Landlord that Tenant is exercising its Option ("Commencement Date"), which shall in any event be prior to the expiration of the Initial Option Period or any extension thereof, and terminating at midnight on the last day of the month in which the eighth annual anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for two (2) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive Renewal Term unless Tenant shall notify Landlord of Tenant's intention not to renew this Lease at least ten (10) days prior to the expiration of the term or any Renewal Term.

6. Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals in any and all frequencies, for the construction and maintenance of related facilities, towers, antennas, or buildings and for related activities.

7. RENT.

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of Fourteen Thousand Four Hundred Dollars (\$14,400) in advance for the first 24 months of the Lease term. Thereafter, commencing with the twenty-fifth month of the Lease term, Tenant shall pay Landlord, as rent, the sum of Six Hundred Dollars (\$600.00) per month payable on the first day of each month in advance to the City of Winters at Landlord's address specified in Paragraph 17 below. If the Lease is commenced other than on the first day of a month, the Rent shall be prorated for that first month for the number of days from the Commencement Date to the end of the month.

b. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

8. Interference. Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the

responsibility to terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Tenant, and therefore Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease, upon notice to Landlord.

9. Improvements; Utilities; Access.

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation an antenna tower and base, radio transmitting and receiving antennas, and an electronic equipment (collectively the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities during the term and following any termination of this Lease.

b. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities on (or to bring utilities across) the Property in order to service the Premises and the Antenna Facilities. Landlord shall execute an easement evidencing this right upon Tenant's request

c. Landlord shall provide Tenant ingress, egress, and access from an open and public road to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any renewal thereof at no additional charge to Tenant. Landlord shall execute an easement evidencing this right upon Tenant's request.

10. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on thirty (30) days written notice as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or (c) by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. Upon termination, Tenant will return the Premises to its original condition, normal wear and tear and casualty excepted. However, Tenant will not be responsible for the

replacement of any trees, vegetation and/or shrubs or for the reduction of any foundation to a depth greater than one foot below grade.

11. Taxes. The property is currently exempt from all taxes. Tenant shall pay all taxes which may be assessed on the property, including possessory interest taxes.

12. Insurance.

a. Tenant will provide Commercial Liability Insurance in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any umbrella policy of liability insurance Tenant may maintain. Tenant's coverage shall meet the requirements of attached Exhibit "D".

b. Landlord and Tenant agree that in the event of loss or damage to property due to any peril which is covered by an insurance policy maintained by either of the parties, the parties shall look solely to such insurance for recovery, and provided that the loss is covered by the insurance policy, neither party shall be liable to the other. In the event of such an insured loss, neither party's insurance company shall have a subrogated claim against the other party. Prior to commencement of the Lease, each party shall provide to the other proof, whether by copy of the policy or endorsement, that it has obtained the waiver of subrogation provided by this paragraph.

13. Destruction of Property. If the Property or the Premises are destroyed or damaged so as, in Tenant's judgment, to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant.

14. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's determination to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid Rent and business dislocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

15. Indemnity and Hold Harmless. Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of Tenant's Antenna Facilities, except to the extent such claims arise from the negligent or intentional acts or omissions of Landlord, its agents or independent contractors.

16. Right of First Refusal. During the term of this Lease, as extended, Landlord shall, prior to selling the Property or any portion thereof, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third-party offer. Tenant shall have the right of first refusal to purchase the Property or the portion to be sold, on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed) by giving Landlord notice of its intention to purchase the same within thirty (30) days of receipt of Landlord's notice. If Tenant gives no such notice of intention to purchase the Property, Landlord may sell the Property to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of the third party's offer.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to: City of Winters
 318 First Street
 Winters, Ca 95694
 Attn: Merrell Watts

If to Tenant, to: Cellular One
 1750 Howe Avenue, Suite 102
 Sacramento, CA 95825
 Attn: Director of Operations

With a copy to: McCaw Cellular Communications, Inc.
 Legal Department
 1750 Howe Avenue, Suite 300
 Sacramento, California 95825
 Attention: Steven P. Goldman

18. Title and Quiet Enjoyment.

a. Landlord warrants that it (i) has full right, power and authority to execute this Agreement; and (ii) has good and unencumbered title to the Property free and clear of any liens or mortgages, except as set forth in Exhibit C attached hereto.

Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease or any renewal thereof.

b. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

c. Tenant shall also have the right to have the Property surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord.

d. Except as noted below, Landlord represents and warrants to Tenant that to the best of Landlord's knowledge hazardous substances have not been generated, stored or disposed of on the Premises nor have the same been transported to or over the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Landlord will hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any breach of this representation and warranty including all attorneys' fees and costs incurred as a result thereof.

e. Tenant is aware that chemicals are utilized by Landlord in treating wastewater disposed on the Property. Chemicals include, but are not limited to, chlorine. Said chemicals are classified as "special hazardous materials". Tenant acknowledges and accepts the fact that said special hazardous materials are now, and will continue to be used by the Landlord in treating wastewater which is, and will be disposed on the Property.

19. Assignment. Tenant may assign this Lease upon notice to Landlord. Tenant may sublet this Lease only with prior written consent of Landlord, which consent shall not be unreasonably withheld. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease. Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in

this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successor or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

20. Successors and Assigns. This Lease shall run with the Property described in Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

22. Miscellaneous.

a. The substantially prevailing party in any litigation or other proceeding arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other such truthful estoppel information as the other may reasonably request.

c. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Landlord agrees to cooperate with Tenant in executing any documents (including but not limited to a Memorandum of Option and Site Lease Agreement and Nondisturbance and Attornment Agreement) necessary to protect Tenant's rights hereunder or Tenant's use of the Premises. Landlord acknowledges that a Memorandum of the Agreement will be recorded in the Official

Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Tenant agrees to record a quitclaim deed to evidence the termination of Tenant's interest in the Property.

f. This Lease shall be construed in accordance with the laws of the state in which the Property is located.

g. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

23. This Lease is conditioned upon the terms of the Conditional Use Permit for Tenant's intended use.

24. Landlord and Tenant agree to execute a Tower Sublease Agreement of the form attached as Exhibit E which will give Landlord the right to locate emergency services equipment on Tenant's tower and to have space reserved in the equipment building. The rent shall be One Dollar (\$1.00) annually and the term shall coincide with Tenant's lease term and any renewals thereto.

25. If Landlord's remainder property changes use, Landlord or its representatives and/or successors in interest (including Lessees) shall have the right to negotiate modifications to this Lease, including relocation of Tenant's equipment and facilities.

DATED as of the date first set forth above.

LANDLORD: City of Winters



By: Merrell Watts
Its: City Manager

TENANT: SACRAMENTO CELLULAR TELEPHONE COMPANY



By: Michael D. Brink
Its: Director of Technical Services

State of California

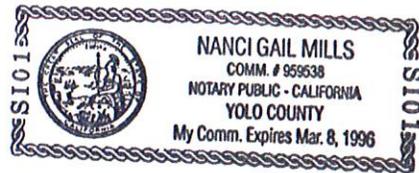
County of Yolo

On December 28, 1992, before me, Nanci Gail Mills,
Notary Public, personally appeared Merrell White,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the
instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Nanci Gail Mills
Notary Public

My commission expires: 3-8-96



State of California

County of Sacramento

On 1-15-93, before me, Penny Riggs,
Notary Public, personally appeared Michael Brint,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the
instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Penny Riggs
Notary Public

My commission expires: 12-7-93

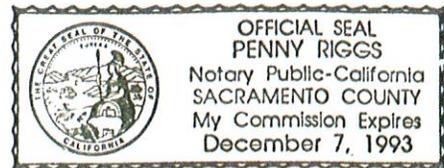


EXHIBIT A

to the Agreement dated December 28, 1992 by and between City of Winters as ("Landlord") and Sacramento Cellular Telephone Company as ("Tenant").

The Property is legally described as follows:

All that property situated in the State of California, County of Yolo described as follows:

Parcel 3, Parcel Map No. 2933, filed November 27, 1979 in Book 5 of Parcel Maps, Page 25, Yolo County Records.

EXCEPTING THERREFROM all oil, gas, minerals and mineral rights, whether metallic or non-metallic, in or under or to be derived from said lands, with the perpetual rihgt of ingress and egress to and from the land for the purpose of drilling, exploring and mining and in every way operating for such oil, gas and minerals and removing of same, as excepted in the Deed executed by Claire Peters, recorded January 3, 1951 in Book 333 of Official Records at Page 428.

INITIALS
mgw
MB

EXHIBIT B

to the Agreement dated December 28, 1992 by and between City of Winters as ("Landlord") and Sacramento Cellular Telephone Company as ("Tenant").

The location of the Premises within the Property is more particularly described or depicted as follows:

A land survey will replace this Exhibit B upon receipt thereof by Tenant.

All that certain Lease Area situate in Section 16 of Township 8 North Range 1 West, Mount Diablo Base and Meridian, being a portion of Parcel 2 as shown on that certain parcel map recorded in Book 5 of Parcel Maps at Page 25, Yolo County Records, described as follows:

Commencing at the Southeast corner of said Parcel 2: thence along the South line of Parcel 2, South 89°54'05" West, 1,927.48 feet, thence leaving said South line, North 00°05'55" West, 42,00 feet to the TRUE POINT OF BEGINNING; thence, from said TRUE POINT OF BEGINNING, NORTH 00°05'55" West 50,00 feet; thence South 89°54'05" West 50.00 feet; thence South 00°05'55" East, 50.00 feet; thence North 89°54'05" East, 50.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER with a 20 foot wide easement for ingress and egress and utility purposes over a portion of said Parcel 2, the centerline of which is described as follows:

Beginning at a point on the South line of the above described lease area, lying North 89°54'05" East, 10.00 feet from the Southwest corner of said lease area; thence South 00°05'17" East, 1.52 feet; thence along a tangent curve to the right having a central angle of 91°48'50" a radius of 15.00 feet, an arc length of 24.04 feet, thence North 88°17'01" West, 121.75 feet; thence along a tangent curve to the left having a central angle of 91°48'54" a radius of 20.00 feet, an arc length of 32.05 feet; thence South 00°05'55" East, 9.36 feet to a point on the South line of the aforementioned Parcel 2.

INITIALS
<i>WLL</i>
<i>WLL</i>

EXHIBIT C

to the Agreement dated December 28, 1992 by and between City of Winters as ("Landlord") and Sacramento Cellular Telephone Company as ("Tenant").

The following is a list of liens and mortgages currently on the Property:

See Attached

INITIALS
<i>msw</i>
<i>J</i>

EXCEPTIONS:

1. General and special County and City taxes for the fiscal year 1992-1993, a lien, not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, Revenue and Taxation Code, Sections 75 et seq.
3. The herein described land lies within the boundaries of the district hereinafter referred to and is subject to all taxes, assessments and obligations thereof
District-----: City of Winters Services
4. The herein described land lies within the boundaries of the district hereinafter referred to and is subject to all taxes, assessments and obligations thereof
District-----: Winters Area Flood Control and Drainage Zone #7
5. Easements for road purposes over any portion of said land as now established, lying within the lines of County Road 32A.
6. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes
In favor of-----: Pacific Gas and Electric Company, a California corporation
For-----: Pipe lines for the conveying of natural and artificial gas
Recorded-----: July 3, 1961 in Book 641 of Official Records at page 354
Affects-----: The West 100 feet of the East 120 feet of that portion in Section 17
7. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes
In favor of-----: Pacific Gas and Electric Company, a California corporation
For-----: The right to excavate for, install, replace, maintain, and use such pipe lines, valves, elevated gearing, and other devices and equipment necessary for regulating gas within, to install concrete curbing on, to cover with bitumastic or other type of pavement and to erect such buildings as necessary upon and enclose with a fence
Recorded-----: February 13, 1973 in Book 1050 of Official Records at page 147
Affects-----: The North 121 feet of the East 100 feet of that portion within Section 17
8. Agreement and upon the terms and conditions contained therein
Dated-----: September 17, 1979
By and Between-----: Alfred J. Graf, dealing with his separate property, Barbara J. Thomas, dealing with her separate property, Jack M. Thomas and Barbara J. Thomas, dealing with their community property and Clemence Graf, a widow, and The City of Winters, a Municipal Corporation
Recorded-----: December 12, 1979 in Book 1401 of Official Records at page 359

9. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes
In favor of-----: Barbara J. Thomas, a married woman, dealing with her sole and separate property
For-----: Ingress and egress
Recorded-----: December 12, 1979 in Book 1401 of Official Records at page 375
Affects-----: Southerly 20 feet of that portion in Section 16
10. Covenants, conditions and restrictions (but deleting restrictions, if any, based upon race, color, religion or national origin) in the deed
Executed by-----: City of Winters, a Municipal Corporation
Recorded-----: November 8, 1985 in Book 1735 of Official Records at page 179

EXHIBIT D

INSURANCE REQUIREMENTS FOR LESSEE'S (NO AUTO RISKS)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001),
2. Worker's Compensation Insurance as required by the State of California and Employer's Liability insurance (for Lessee's with employees),
3. Property insurance against all risks of loss to any tenant improvements or betterment.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provisions.

Deductibles and Self-insured Retentions

Any deductibles or self-insured retention must be declared to and approved by the Entity. At the option of the Entity, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Entity, its officers, officials, employees and volunteers; or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officer, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officer, officials, employees and volunteers.
2. The Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees and volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Entity, its officers, officials, employees, and volunteers.
4. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made if suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurer's with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Lessee shall furnish the Entity with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity before work commence. As an alternative to the Entity's forms, the Lessee's insurer may provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

				INITIALS
				31

State:
System:
Cell ID.:

TOWER SUBLEASE AGREEMENT

THIS TOWER SUBLEASE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 19____ between _____, a ("Lessor") and _____, a ("Lessee").

WHEREAS, Lessor possesses pursuant to a prior Lease Agreement dated _____, 19____ entered into with _____, as lessor (the "Master Agreement"), the right to use and sublease a portion of the tower (the "Tower") and building (the "Building") located at _____ and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Site").

WHEREAS, Lessee desires to use certain space on the Tower and within the Building as selected by Lessor, and Lessor is willing to permit such use on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Lessee's Use. Lessor hereby grants to Lessee the right to use certain space on the Tower and within the Building as described and/or depicted in Exhibit B attached hereto and incorporated herein by this reference on the terms and conditions set forth herein, for the following purpose:

2. Term. This Agreement shall be for a term of _____ years, commencing on _____ (the "Commencement Date") and terminating on _____.

3. Rental Fee. Lessee shall pay to Lessor a monthly rental fee of _____ (\$____), payable in advance on the first day of each calendar month during the term of this Agreement. This rental fee may be increased on each annual anniversary of

the Commencement Date by a percentage equal to the percentage increase in the Consumer Price Index - All Urban Consumers for the _____ Metropolitan Statistical Area (or such other area as agreed to by the parties) since the last rental fee increase hereunder. In no event shall the rental fee for this Agreement be decreased.

4. Holding Over. In the event Lessee holds over with or without the consent of Lessor beyond the term of this Agreement, such holding over shall be on a month-to-month basis terminable at any time by either party. The monthly rental fee for any such holdover period shall be determined according to the preceding paragraph.

5. Assignment and Delegation. Lessee shall not have the right to assign its rights or obligations hereunder or sublease any portion of the Tower and Building being leased hereunder without the prior express written consent of Lessor.

6. Equipment and Installation. Equipment. Lessee shall have the right to install on the Tower and in the Building only the equipment and materials listed in Exhibit C which is attached hereto and incorporated herein by this reference. Lessee shall bear all costs of and be responsible for all installation, maintenance and repair of its equipment and materials to be placed on the Tower and in the Building including all costs of analysis of the Tower's load bearing capacity. Lessee shall not be able to install any of its equipment or materials on the Tower or in the Building unless it has first submitted details, plans and specifications, including the tower analysis, for Lessor's approval at least thirty (30) days prior to Lessee's planned commencement of such installation and has received Lessor's approval of same.

7. Ownership of the Equipment for Lessee's Use. Lessee's Equipment shall be the property of Lessee. Lessee at its expense, and without damage to the Tower, Building or Site or to other equipment located at the Site, shall remove its Equipment at or prior to the end of the term of this Agreement.

8. Relocation of the Equipment for Lessee's Use. Lessor reserves the right to reasonably relocate Lessee's Equipment elsewhere on the Tower, or within the Building, provided that Lessor shall bear the sole expense of said relocation, and further provided that said relocation does not materially adversely affect Lessee's use.

9. Interference. Lessee shall not use, nor shall Lessee permit its employees, invitees or agents to use, the Tower, Building or Site in any way which interferes with the operations of Lessor or of other licensees, sublessee, or permittees of Lessor. Any such interference shall be deemed a material breach

of this Agreement by Lessee, and Lessee shall have the responsibility to terminate said interference. Lessee shall obtain the prior written consent of Lessor to any proposed change in Lessee's use (for example, as to frequency). Lessor shall have the immediate right to unilaterally terminate any interfering use by Lessee. In the event of said termination, Lessor and Lessee shall cooperate as quickly as possible to attempt to restore Lessee's use, if possible without interference. Any adjustments and/or costs required to restore service shall be the responsibility of Lessee.

10. Indemnity and Hold Harmless. Lessee agrees to indemnify Lessor against and hold Lessor harmless from any and all claims, damages, loss, expenses or liability arising in any way out of the installation, use, maintenance, repair or removal of Lessee's Equipment, with the sole exception of claims, damages, losses, expenses or liability arising due to the gross negligence of Lessor, its agents or independent contractors.

11. Access. Lessee shall have no right of access to the Tower, Building or Site without the prior permission of Lessor, which may be subject to reasonable conditions.

12. Electrical Power and Lighting. Lessee shall pay the periodic charges for the consumption of electricity for power and/or lighting attributable to Lessee's use, as reasonably determined by Lessor.

13. Taxes. In the event that real or personal property taxes attributable to Lessee's Equipment are assessed, then Lessee shall pay that part of the said taxes attributable to said Equipment.

14. No Warranties by Lessor. Lessor gives no warranties whatsoever with respect to the Tower, Building or Site. In particular, Lessor does not warrant that the equipment presently on the Tower or in the Building will be suitable for Lessee's intended use or that the Tower is suitable for Lessee's use.

15. Governmental Approvals. It shall be the sole responsibility of Lessee to apply for and obtain all governmental approvals necessary for Lessee's intended use.

16. The Master Agreement. Lessee acknowledges that all rights of Lessor to offer to sublease use of a portion of the Site and the Tower are derived from the Master Agreement between Lessor and _____ dated _____. No good-faith act or omission by Lessor reasonably required of Lessor under the Master Agreement shall be deemed a breach by Lessor of this Agreement. In the event of termination of the Master Agreement for any reason, this Agreement shall terminate, and

Lessee shall have no cause of action on account of said termination.

All provisions of this Sublease are subordinated to the provisions of the Master Agreement, all of which are incorporated herein by reference. Lessee agrees and covenants that it will assume and perform all obligations of Lessor under the Master Agreement, and will not act or fail to act in breach thereof.

17. Attorney's Fees. In the event either party defaults in its performance of any of the terms in this Agreement, and if the other party places the enforcement of this Agreement or the collection of any amount due, or the recovery of the possession of the Site, in the hands of an attorney, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including appeals, if any.

18. Modification. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by both parties.

19. Default. If default shall be made in the payment of any sum required hereunder, or if default shall be made by Lessee in the performance of any other term of this Agreement, and shall continue for ten (10) days after written notice of such default from Lessor, then Lessor shall have the right to terminate Lessee's rights and use of the equipment, which may be retained and sold by Lessor to satisfy Lessee's obligations hereunder. Lessor shall also be entitled to all remedies provided by law.

20. Force Majeure. Lessor shall not be liable to Lessee for any loss or damage to the Building, the Tower, the Site or Lessee's use of its Equipment due to fire, other casualty, the state of repair of the Tower or the Building, the bursting or leakage of any water, gas, sewer or steam pipes, or theft or any other act or neglect of any third person.

21. Insurance. Lessee shall at all times during the term of this Agreement at its expense maintain a policy or policies of casualty and commercial general liability insurance, with premiums thereon fully paid in advance, issued by and binding upon a solvent insurance company insuring all of Lessee's equipment and covering acts and omissions of Lessee. Said policy or policies shall name Lessor as an additional insured and shall provide coverage in reasonable, adequate amounts approved by Lessor. Lessee shall provide Lessor a certificate of insurance evidencing such policy or policies within ten (10) days following the execution of this Agreement.

22. Notices. Any notices provided for or permitted in this Agreement shall be made by certified United States Mail, postage prepaid, or by delivering of same in person, as follows:

If to Lessor, to:

with a copy to: McCaw Cellular Communications, Inc.
Legal Department
5400 Carillon Point
Kirkland, WA 98033
ATTN: Scott Morris

If to Lessee, to:

23. Binding Effect. Except as otherwise set forth in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Lessor, Lessee and their respective successors and assigns.

24. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

DATE as of the date first set forth above.

LESSOR:

By: Jerry Counce
Its: Director of Engineering

LESSEE:

By:
Its:

State of California

County of _____

On _____, before me, _____,
Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed
to the within instrument and acknowledged to me that he executed
the same in his authorized capacity, and that by his signature on
the instrument, the person, or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____

State of California

County of Sacramento

On _____, before me, Penny Riggs, Notary Public,
personally appeared Jerry Counce, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument, the
person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A

to the Agreement dated _____ by and between
_____ as Lessor and
_____ as Lessee.

The Site is legally described as follows:

EXHIBIT B

to the Agreement dated _____, 19 ____ by and
between _____ as Lessor and
_____ as Lessee.

The portion of the Site which Lessor leases to Lessee
is described as follows:

EXHIBIT C

to the Agreement dated _____, 19__ by and between
_____ as Lessor and
_____ as Lessee.

The equipment to be installed by Lessee for its operations
of the Site is as follows:



TO: Honorable Mayor and Council Members
DATE: June 3, 2014
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Updated Project Budget Sheet, and contracts for potholing of utilities and a Phase I ESA, for Grant Avenue/Walnut Lane Roundabout, Project No. 12-04.

RECOMMENDATION: Staff recommends Council 1) approve the Project Budget Sheet to add \$11,000 in local funds (Gas Tax); 2) authorize the City Manager to sign a construction contract with Exaro Technologies Corporation for utility potholing; and 3) authorize the City Manager to sign Work Order No. 14-001 with K.C. Engineering for a Phase I Environmental Site Assessment, for the Grant Avenue/Walnut Lane Roundabout, Project No. 12-04.

BACKGROUND: The project includes construction of road widening to accommodate a new roundabout at the intersection of Walnut Lane and Grant Avenue (State Highway 128).

In August 2013, the City applied to SACOG under their Regional Local Funding Program, for construction funds. The City was awarded \$637,416 in federal funds, which have been programmed by SACOG. A local match is required and staff is working with Finance to identify the source(s) of funding, which will come back to Council for approval of an updated PBS.

With the federal funds comes the requirement to process the project through Caltrans Local Assistance in accordance with the Local Assistance Procedures Manual for (NEPA) environmental clearance, and the Caltrans Right of Way Manual for right of way certification and utility relocation.

As part of the NEPA clearance, and due to the City providing the State with additional right of way, through Deed, for the widened pavement created with the roundabout, Caltrans is requiring a Phase I Environmental Site Assessment for hazardous materials. One of the City's on-call Geotechnical firms, KC Engineering, can provide the service and the attached Work Order No. 14-001 was prepared. The revised PBS includes \$2,500 for this service, with some contingency.

Since the project is on the State Highway, Caltrans is requiring potholing of existing underground utilities, to verify any conflicts. This is typically handled during construction, since utility information is readily available to the design engineer. However, Caltrans will not issue an Encroachment Permit nor approve the right of way certification until the potholing confirms no utility conflicts. Two local companies (Public Utility Construction and Exaro Technologies) with experience in Winters and on the State Highway were approached, and Exaro submitted the

lowest cost proposal. The attached Construction Agreement was prepared. The revised PBS includes \$7,540 for this service, plus some contingency.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: Unfortunately, the SACOG Community Design Grant funds won't cover these pre-construction tasks, and the SACOG Regional Local funds cannot be used until after construction funding is authorized by FHWA through Caltrans.

The attached revised PBS includes additional funds to reflect the cost estimated for the tasks, and the funding source. These costs were not anticipated in March when the last PBS was brought before Council.

Attachments: Original Project Budget Sheet (June 2012)
Revised Project Budget Sheet (March 2014)
KC Engineering WO
Exaro Proposal

Grant Ave/Walnut Ln Roundabout Project Budget Sheet - Pre Construction

CIP#: 12-04

MPFP#(s):

Last Updated: March 2014

Original Approval: June 2012

Project Owner: Public Works

Project Manager: Alan Mitchell

Project Resource: City Engineer

Description:

Construct a Roundabout at the intersection of Grant Avenue (State Route 128) and Walnut Lane. The project further includes construction of curb, gutter, sidewalk, landscaping, and ADA ramps.

Authority:

General authority to maintain the existing city circulation infra-structure. The proposed project is an element of the adopted City of Winters Grant Avenue/SR128/Russell Blvd. Complete Streets Concept Plan, adopted in February, 2010 by the Winters City Council.

Budget:					
Item	Amount	Item	Amount		
CEQA/NEPA/Permitting	\$ 18,400	Caltrans Coordination	\$ 6,000		
Design	\$ 85,600	Construction			
CM/Inspection/Testing		Contingency	\$ 12,957		
		Project Total:	\$ 122,957		

Financing Schedule:		Project Start:	2012	Project Completion:	2015
Phases: Pre-Design, CEQA, Design, NEPA, Utility Coord., Permitting, Bidding/Award, Construction					
Fund Code:	Name:	SACOG Grant ¹	Gas Tax		FY Totals
12/13	\$	40,000	\$	5,183	\$ 45,183
13/14	\$	60,000	\$	17,774	\$ 77,774
14/15					
Fund Totals:	\$	100,000	\$	22,957	\$ 122,957

1. Community Design Grant

Recommended for Submittal

Alan Mitchell, City Engineer

Mar-14

Recommended for Approval (Dept. Head)

_____ (date)

Finance Department Approval

Shelly Gunby, Director of Finance (date)

City Manager Approval

John Donlevy, City Manager (date)

Grant Ave/Walnut Ln Roundabout Project Budget Sheet - Pre Construction

CIP#: 12-04

MPFP#(s):

Last Updated: June 2014

Original Approval: June 2012

Project Owner: Public Works

Project Manager: Alan Mitchell

Project Resource: City Engineer

Description:

Construct a Roundabout at the intersection of Grant Avenue (State Route 128) and Walnut Lane. The project further includes construction of curb, gutter, sidewalk, landscaping, and ADA ramps.

Authority:

General authority to maintain the existing city circulation infra-structure. The proposed project is an element of the adopted City of Winters Grant Avenue/SR128/Russell Blvd. Complete Streets Concept Plan, adopted in February, 2010 by the Winters City Council.

Budget:					
Item		Amount	Item		Amount
CEQA/NEPA/Permitting		\$ 29,400	Caltrans Coordination		\$ 6,000
	Design	\$ 85,600	Construction		
CM/Inspection/Testing			Contingency		\$ 12,957
			Project Total:		\$ 133,957

Financing Schedule:		Project Start:	2012	Project Completion:	2015
Phases: Pre-Design, CEQA, Design, NEPA, Utility Coord., Permitting, Bidding/Award, Construction					
Fund Code:	Name:	SACOG Grant ¹	Gas Tax		FY Totals
12/13	\$	40,000	\$	5,183	\$ 45,183
13/14	\$	60,000	\$	28,774	\$ 88,774
14/15					
Fund Totals:	\$	100,000	\$	33,957	\$ 133,957

I. Community Design Grant

Recommended for Submittal

Alan Mitchell, City Engineer

Jun-14

Recommended for Approval (Dept. Head)

_____ (date)

Finance Department Approval

Shelly Gunby, Director of Finance (date)

City Manager Approval

John Donlevy, City Manager (date)

EXARO Technologies Corporation
1831 Bayshore Highway* Burlingame, CA 94010
[Tel] (650) 777-4324 [Fax] (650) 777-4326
General Engineering Contractor # 860376



May 28, 2014

Attn: Alan Mitchell, P.E.
City of Winters.
318 First Street
Woodland, CA 95694

[Tel] 925-396-7700

RE: R1-Proposal for Vacuum Excavation (potholing) on Winters Roundabout Project in Winters, CA.

Dear Mr. Mitchell,

EXARO is pleased to provide this proposal for the scope of work that follows.

Scope

Vacuum excavate 6 pothole locations to confirm underground utilities per furnished drawings. Backfill with Class II per city specifications and repair asphalt with hot asphalt mix paving.

Proposal Fee

Total: \$ 7,540 (Does **NOT** include bond fees and Caltrans permit fee is an approximation)

- \$ 2,064 - Hot Asphalt Paving

Assumptions

1. General Conditions 1.0 & 2.0 on page 3 apply
2. Exclusions 3.0 on page 3 apply

Schedule - Project is estimated to take 1.5 working days. This proposal is valid for 90 days.

Payment - Terms for payment are 5 days net or Contract Terms.

Thank you for the opportunity to provide this proposal Mr. Mitchell. Please call me if you have any questions. If you are in agreement and would like to proceed with this proposal please sign below.

Kindest Regards,

Jose Dominguez

Jose Dominguez
Operations Manager
EXARO Technologies Corporation
www.exarotec.com

Signature _____
Print Name _____
Title _____
Ponticello Enterprises Consulting Engineers, Inc.
Date _____

Utility Locating by Electronic Detection, GPR, Vacuum Excavation, Rebar Scanning, Cathodic Protection

~ Delivering Excellence with a Sense of Urgency ~™



Scope Details

- Mark out boundaries, notify USA and coordinate with utilities
- Obtain Permits (excludes bonds fee's and Caltrans fee is an approximation)
- Implement Traffic Control-standard lane closures
- Vacuum excavate 6 potholes (standard 1'x1' unless indicated otherwise) to confirm underground utilities per drawings
- Backfill with Class II
- Repair asphalt/concrete with hot asphalt mix paving in a (1'x1' hole only)
- Provide vertical and horizontal location of utilities referenced to existing infrastructure

Cost Breakdown

<i>Rate Schedule July 2014-2015 rvsd 3-20-2014</i>	Units	Rate	Cost
Potholing - (Day rate minimum)	1.0	\$2,576.00	\$2,576
Hot Asphalt Paving - (Day rate minimum)	0.5	\$3,068.00	\$1,534
Slurry backfill (requires dump truck during potholing for debris removal)	0.0	\$2,576.00	\$0
Night Work - project based			\$0
			\$4,110.00
Other Labor	Units	\$/Hr or unit	
Caltrans Permit (Aproximation)	1.0	\$575.00	\$575.00
Job Layout Crew USA, mark & notification	4.0	\$150.00	\$600.00
Permitting labor (excludes permit fees)	4.0	\$150.00	\$600.00
Pre-work preparation	0.5	\$300.00	\$150.00
Transcribe field data/hour	0.3	\$93.00	\$27.90
Labor Total			\$6,063
Other	Units	Rate	
Equipment - Arrow board In house unit (IHU)	2.0	\$155.00	\$310.00
Equipment - Steel Plates for slurry	0.0	\$10.00	\$0.00
Material - Class II Aggregate back-fill - includes native disposal / pothole	6.0	\$30.00	\$180.00
Material - Cold asphalt patch /concrete/pothole	0.0	\$21.00	\$0.00
Material - Disposal Spoils ave/pothole	6.0	\$3.00	\$18.00
Material - Hot Mix Asphalt	1.0	\$170.00	\$170.00
Material - supplies paint, sand, cutbk - ave/day (in house stock)	2.0	\$22.00	\$44.00
Material Slurry / day - varies w/project - approximation	0.0	\$750.00	\$0.00
Mobilization-in/out - Project based	2.0	\$70.00	\$140.00
Subsistence / crew (\$80/person)	1.0	\$160.00	\$160.00
Traffic Control Drawings 'Standard' (none engineer stamped)	1.0	\$150.00	\$150.00
Truck Pickup IHU	1.0	\$100.00	\$100.00
Truck Support IHU	1.0	\$205.00	\$205.00
Other Total			\$1,477
*Total (Permit Fees not included)			\$7,540

Utility Locating by Electronic Detection, GPR, Vacuum Excavation, Rebar Scanning, Cathodic Protection

Attachment G – General Conditions (apply unless specified otherwise)

- 1.0 Client is to provide: (client refers to authorizing signature and agency and or owner it represents)
- 1.1 All necessary permits required to complete this project at no cost to EXARO unless specified that EXARO will obtain.
 - 1.2 Any special conditions and or work restrictions on project and or project area
 - 1.3 Cancellations less than 25 hours prior to scheduled start of work will be billed at \$800.00
 - 1.4 Coordinate access to restricted areas when necessary
 - 1.5 Name and address where to submit invoicing
 - 1.6 Payment 60 days net or within 10 days of receipt of payment.
 - 1.7 Preliminary Lien information including owner name and address
 - 1.8 Provide a single point of contact for project
 - 1.9 Reasonable advance notice of any potential project delays
 - 1.10 Retention – Any retention shall not exceed 60 days after EXARO's portion of work is complete and invoiced. Retention exceeding 60 days from last invoice will be re-invoiced at retention plus 10%.
 - 1.11 Soils reports if available
 - 1.12 Three hard copy sets of scaled drawings (two full size and one 11x17)

2.0 EXARO Technologies Corporation is to provide

- 2.1 Backfill with native material (unless otherwise specified) compacted to 95% or greater
- 2.2 Bagged patch paving (unless otherwise specified) warranted for 1 yr, hot mix for 5 yrs
- 2.3 Highly skilled foreman and technicians as needed to deliver excellence
- 2.4 Proposal based on pothole depths not to exceed 5 feet unless specified otherwise. Excess footage will be billed per schedule below.
- 2.5 Traffic control consisting of construction signs and delineation (if included). Unique local agency requirements requiring additional resources subject to additional fees
- 2.6 Vacuum excavation truck and other standard equipment required to perform work
- 2.7 Work priced during normal business days/hours with an 8 hour working window unless specified otherwise

Additional footage fees:

- (+15.00) for each ¼ foot or partial of ¼ foot between 5' to 7' in depth
- (+20.00) for each ¼ foot or partial of ¼ foot between 7' to 9' in depth
- (+30.00) for each ¼ foot or partial of ¼ foot between 9' to 11' in depth
- (+35.00) for each ¼ foot or partial of ¼ foot between 11' to 13' in depth
- (+45.00) for each ¼ foot or partial of ¼ foot between 13' to 15' in depth
- (+50.00) for each ¼ foot or partial of ¼ foot between 15' to 17' in depth

3.0 Exclusions/Other [* Can be provided for an additional fee]

- 3.1 *As built drawings not included
- 3.2 *Bonds, Permits, Deposits, Railroad Flagman are pass through costs billed at 15% of amount rendered
- 3.3 *Dewatering/Hazardous material encountered not included in above fees.
- 3.4 *Paint removal & Survey of results not included
- 3.5 Insurance or other in excess of Auto 1M, GL 8M, Poll 1M, Prof 1M, WC 1M billed at cost +15%
- 3.6 Potholing price based on normal moderate soil conditions unless specified otherwise. Where pavement thickness exceeds 6" and or extreme soil conditions such as hard pan, dense clay, rocky and or water table exists additional fees will be applied due to increased time to vacuum excavate.
- 3.7 Schedule of work is subject to change due to inclement weather
- 3.8 Stand-by time, or delays caused by others will be billed at prorated 8 hour day.
- 3.9 Training or requested meetings not specifically identified in proposal will be additional fees
- 3.10 Work hours–proposal based on 8 hour workdays or call out minimum unless specified otherwise

Utility Locating by Electronic Detection, GPR, Vacuum Excavation, Rebar Scanning, Cathodic Protection

City of Winters
On-Call Materials Sampling and Testing

WORK ORDER

Date: May 23, 2014

Consultant: KC Engineering Company

Work Order No. 14-001

Project: Walnut Lane Roundabout, Project No. 12-04

To: David V. Cymanski, G.E., Principal Engineer

From: City Engineer, City of Winters

You are hereby authorized to proceed with the following work, for the above-listed project, in accordance with the executed Consultant Services Agreement, dated October 26, 2011 and as amended March 10, 2014.

Description:

The project location is on Grant Avenue, at Walnut Lane, in Winters. The services include a Phase I ESA for a proposed Roundabout, for the purposes of NEPA clearance required by Caltrans.

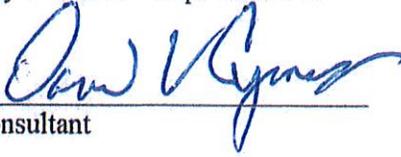
The Phase I ESA shall be performed in accordance with ASTM E1527 and the attached proposal dated May 21, 2014.

Cost: Not to exceed \$2,500.00, without prior written approval from City.

Authorized By:

City of Winters Representative

Accepted By:



Consultant

865 Cotting Lane, Suite A
Vacaville, California 95688
(707) 447-4025, fax 447-4143



8798 Airport Road
Redding, California 96002
(530) 222-0832, fax 222-1611

KC ENGINEERING COMPANY
A SUBSIDIARY OF MATERIALS TESTING, INC.

Proposal No. Walnut Lane PhI
21 May 2014

Mr. Alan L. Mitchell
Ponticello Enterprises Consulting Engineers, Inc.
1216 Fortna Avenue
Woodland, California 95776

Subject: Walnut Lane Roundabout
Walnut Lane and Grant Avenue
Winters, Yolo County, California
PHASE I ENVIRONMENTAL SITE ASSESSMENT COST PROPOSAL

Dear Mr. Mitchell:

At your request, **KC ENGINEERING COMPANY** is pleased to submit this cost proposal to provide a Phase I Environmental Site Assessment of the proposed Walnut Lane Roundabout located at the intersection of Walnut Lane and Grant Avenue in Winters, Yolo County, California. It is our understanding that Caltrans is requiring a Phase I as part of NEPA.

The intent of this limited assessment is to identify recognized environmental conditions in connection with the subject property, in general conformance to the guidelines presented in ASTM Standard E 1527-13, *Standard Practice for Environmental Site Assessments*. The term "recognized environmental conditions" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. Sampling of building materials, soil, groundwater, or air is beyond the scope of the assessment. **KC ENGINEERING COMPANY** does not propose to determine the lateral or vertical extent of any contamination that may be encountered during this phase of service.

For the purposes of this assessment, hazardous materials are defined pursuant to CERCLA 42 U.S.C. §9601(14), as interpreted by EPA regulations and the courts. **KC ENGINEERING COMPANY'S** fee estimate is based on professional services to provide the following Scope of Services:

1. Field Reconnaissance/Site Evaluation: Includes aerial photograph, regulatory agency database, and historic documents review; site reconnaissance; search for environmental cleanup liens and activity and use limitations; and interviews.

2. Report Preparation: Includes site history, aerial photograph interpretation, regulatory file review, summary of prior surveys (if made available by Client), findings, observed recognized environmental conditions, conclusions, and recommendations.

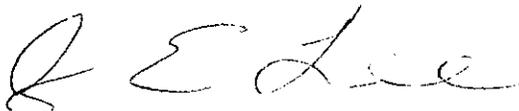
The estimate for work is based on the following assumptions:

- Site assessment is specific to the area designated for development.
- Records research will include data from the present to 1940 if available, or the property's first developed use.
- Federal, State and Local regulatory agency records will be reviewed within ASTM specified search radii.
- The information obtained during the site assessment is intended to meet all of the standards as presented in the ASTM guidelines.

We propose to perform the above services for a fee of \$2,500.00. Our written report will be completed approximately three weeks following receipt of written authorization. Should this proposal meet with your approval, please sign and return one of the attached contracts as authorization to proceed.

We appreciate the opportunity of proposing our services to you and look forward to working with you on this project. Should you have any questions relating the contents of this proposal or should you require additional information, please contact our office at your convenience.

Respectfully submitted,
KC ENGINEERING COMPANY



Amy E. Lee, R.E.P.A.
Environmental Assessor

Copies: 1 via e-mail



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: June 3, 2014
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Economic Development and Housing
SUBJECT: Street Closure Request by Winters Chamber of Commerce for Annual Earthquake Festival to be Held on August 22, 2014

RECOMMENDATION:

Approve the closure of Main Street between Railroad Avenue and First Street and East Main between Railroad Avenue and Elliot Street to allow for the Chamber of Commerce Earthquake Street Festival.

BACKGROUND:

The Winters Chamber of Commerce has requested the closure of Main Street between Railroad Avenue and First Street and the closure of East Main Street between Railroad Avenue and Elliot Street from 1:00 p.m. to 12:00 a.m. They have requested that barricades be placed at these intersections. The inclusion of the first block of East Main is for the relocation of the kid's area of the Festival from its previous location (western portion of the first block, Pacific Ace Hardware to First Northern Bank) as was done for the event previously. This relocation continues to be favored by many of the merchants and also allows for the western half of Main Street (west of the mid-block crossing) to remain open until later in the afternoon.

If approved, 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 on identified streets on the attached request 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: Sheri Neal Organization: Winters Chamber

Address: 11 Main Street Mailing Address: Same

Telephone: 530 795 2329 Today's Date: 5/19/2014

Streets Requested: first block of Main Street, first block of East Main

Date of Street Closure: 8/24/2014 Time of Street Closure: 1pm to midnight

Description of Activity: Earthquake Street Festival - event from 5 pm to 11 pm

Services Requested of City: barricades, no parking signage

APPROVED: _____ Police Department Chr Public Works Department

City of Winters Request for Street Closure

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

First Northern Bank	<i>Janet Buckhorn</i>
STEADY EDDYS	<i>Janice B. B.</i>
Juenda	<i>Maddalena</i>
Ireland Agency Inc.	<i>M. B. B.</i>
Root Stock	<i>Stephanie B.</i>
SPINA UP	<i>Jim Jones</i>
Barbora Buckhorn	<i>Julia Lucero</i>
Realty world - Camelot Winters	<i>Cheryl B. B.</i>
Edward Jones Winters	<i>Janet K. B.</i>
Barbosa Builders Inc	<i>June C. B.</i>
Emilio Barajas Putah Creek Cafe	<i>EM</i>
Cloth Carousel	<i>Adrian Schwarzenberg</i>
HRB + Associates	<i>Tiff. N. Wood</i>
Camile's Hair Salon	<i>Tiff. N. Wood</i>
Winters Healthcare	<i>Janet B.</i>
Barbie Hardware	<i>Janet B.</i>
Mike's Velo City	<i>Janet B.</i>
Teresa Silva	<i>Janet B.</i>
Mania Galt	<i>M. J. G.</i>
Zilly	<i>Zora Perry</i>



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 20, 2014
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Gene Ashdown, Building Official
SUBJECT: Public Hearing to Receive Input from Specific Property Owners Regarding Implementation of Weed Abatement for 2014

RECOMMENDATION:

Conduct public hearing to receive input from specific property owners regarding implementation of weed abatement for 2014.

BACKGROUND:

A public hearing was published in the Winters Express on May 22, 2014, inviting interested persons to attend the June 3, 2014 City Council meeting and be heard at the time of the hearing.

Resolution 2014-09, a Resolution declaring weed and rubbish on certain lots and parcels within the City of Winters to be a public nuisance and ordering the institution of proceedings to abate said public nuisance was approved at the April 15, 2014 City Council meeting.

FISCAL IMPACT:

None by this action.

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
COUNTY OF YOLO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE WINTERS EXPRESS, a newspaper of general circulation, printed and published in the City of Winters, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of December 24, 1951, Case Number 12461; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit: May 22, 2014.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Winters, California, this 22nd day of May, 2014


.....
Signature

Charles R. Wallace
Publisher

This space is for the County Clerk's Filing Stamp

Notice of Public Hearing

.....

Notice of Public Hearing

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Winters will hold a public hearing on Tuesday, June 3, 2014 at 6:30 p.m. or as soon thereafter as possible, in the Council Chambers, 318 First Street, Winters, CA. The purpose of this public hearing is to receive input from specific property owners regarding implementation of weed abatement for 2014.

All interested persons are invited to attend and be heard at the time of the hearing. Those unable to attend may submit written comments to the City Clerk, 318 First Street, Winters, CA 95694-1923. Written comments will be received at, or prior to, the public hearing.

In compliance with the Americans With Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in these proceedings, please contact city Clerk Nanci Mills at (530) 794-6701. Please make your request as early as possible and at least one full business day before the start of the hearing.

Published May 22, 2014



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 3, 2014
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Dan Maguire, Economic Development and Housing Manager
SUBJECT: Winters Visitor Center Update

RECOMMENDATION:

Staff recommends the City Council: 1) receive the staff report updating the status of the Winters Visitor Center, 2) authorize the City Manager to terminate the lease with the Opera House Partners for the 11 Main Street property effective July 31, 2014, and 3) authorize the City Manager to execute a new lease/sublease for a portion of the 312 Railroad property owned by the Wallace family, that portion previously occupied by Attorney John Wallace; or provide direction regarding an alternative location.

BACKGROUND:

In February 2009, the Community Development Agency ("CDA") approved a lease agreement for the use of 11 Main Street. The proposed use was for the development of a "destination location". The goals were to either recruit a destination business for the space, or develop an Agency sponsored location to spur local economic and business development.

On May 5, 2009, the CDA Board of Directors approved the Winters Visitor Center Concept Plan, approved a Consultant Services Agreement with DaRe, LLC for interior design and multi-media center development, and authorized an agreement between the CDA and the Winters Chamber of Commerce for staffing and management. The City entered into a sublease agreement with the Chamber on July 1, 2009.

In late 2012, the City, as Successor Agency to the Redevelopment Agency, was advised that the Department of Finance ("DOF") disallowed the support of the Visitor Center on ROPS 3, which ended the Successor Agency to the Redevelopment Agency financial support effective January 1, 2013, as, based on that ruling, the Successor Agency could no longer provide funding from Tax Increment as a recognized obligation payment.

At the request of Chamber Board member Howard Hupe, with direction provided by City

Council at the November 19, 2012 meeting, staff continued working with the Chamber to look at continuing some level of funding that would allow the Chamber to continue the Visitor Center operation. After review of the Chamber financials, at the December 4, 2012 meeting, City Council approved the staff recommendation approving the City's continuation of the lease with Opera House Partners, and sublease to the Chamber of Commerce. The approved lease terms revised the rent, reducing it approximately \$200 per month. In the intervening time, the Chamber has continued to operate the Visitor Center with hours of operation consistent with the levels provided with CDA financial support. The Chamber tracks visits to the Visitor Center monthly, and they are at all time highs.

Most recently, the Chamber met with staff to discuss a new business start-up locating in the Visitor Center space. The business, a frozen yogurt and dessert shop, requires significant electrical service to operate its' equipment, and the 11 Main Street location is one of the few storefronts in downtown Winters with the ability to provide the needed electrical capacity, without incurring significant costs. The Chamber Board supports the proposed locating of the business at 11 Main as it is generally agreed the business would add to the existing synergy of the downtown merchants.

Staff is recommending the City Council authorize the City Manager to terminate the lease with Opera House Partners ("OHP"), which in turn would allow OHP to enter into a lease agreement with the start-up business.

Second, Staff recommends the City Council consider a subsidized relocation of the Chamber through one of two options:

1. A lease with Charley Wallace for the space formerly occupied by Attorney John Wallace (312 A Railroad Avenue). The sub-lease terms proposed are based on a monthly rent rate of \$500 per month. The revised rent is approximately \$275 less than the rent currently paid for the space at 11 Main Street.
2. Rental and location of a temporary business trailer to be located at the southeast corner of Railroad and Main Street. This option would enable the Chamber to avoid a possible second relocation but may pose some logistical issues, include restroom facilities and internet.

The Chamber of Commerce Board prefers the proposed location #1, with a number of locations having been considered. It was the general consensus this location would provide the best visibility and access in order to continue providing service to Winters' visitors. The Board does recognize it may be necessary to relocate again based on a successful outcome on the Downtown Hotel project; however, the space is very "move in" ready and is significantly better located than the alternative locations.

Staff intends that as part of the Downtown Hotel Project to work toward a space within the hotel for a chamber office and visitor center.

FISCAL IMPACT:

In the event City Council authorizes the City Manager to terminate the existing lease and execute a new agreement, the proposed 2014/2015 and 2015/2016 budget would be adjusted to reflect the reduction from the a proposed budget line item of \$775 per month to the revised rent of \$500 per month. Costs for the purchase of an office trailer are estimated

at approximately \$10,000 or rental costs are estimated at similar to the lease at 312 Railroad.

\$6,000 in Fiscal Year/2015 and \$6,000 in Fiscal Year/2016 or \$10,000 for purchase.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 3, 2014
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2014-18 A Resolution of the City Council of the City of Winters setting the amount of Drainage Impact Fees

RECOMMENDATION:

Staff recommends the City Council

1. Adopt Resolution 2014-18, Setting the amount of the Drainage Impact Fees

BACKGROUND:

On January 7, 2014 Ordinance 2014-01 was introduced and a public hearing was held regarding establishing a flood overlay zone fee which would allow the City to establish a finalized citywide flood area fee schedule by Resolution after adoption of Ordinance 2014-01.

The Ordinance was adopted on January 21, 2014, and the fees were set with Resolution 2014-02 on January 21, 2014.

- Staff previously recommended that Zone 6 be deleted from the schedule of fees due to the fact that there was a project proposed for that zone for which the developer would have been implementing projects for flood control with the development of the site, and the cost of those projects would have been significantly more than the amount the City would collect. The project has changed focus at this time, and in order for the projects that are detailed in the Storm Drainage Cost Allocation Report to be implemented, it is necessary to include Zone 6 fees in the fee schedule. All other fees remain as adopted on Resolution 2014-02.

FISCAL IMPACT:

Collection of proper amount of Flood Area Storm Drainage Fee per the EPS Nexus Study.

ATTACHMENTS:

Resolution 2014-18

RESOLUTION 2014-18

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SETTING THE AMOUNT OF DRAINAGE IMPACT FEES**

WHEREAS, The Municipal code of the City of Winters, Section 15.76.030A authorizes the City Council to adopt by resolution a schedule of charges and fees for the collection of Drainage Impact Fees ; and

WHEREAS, on January 21, 2014 the City Council adopted Ordinance 2014-0, adding Chapter 15.90 of Title 15 of the Winters Municipal Code to Establish a Drainage Impact Fee; and

WHEREAS, the Wood Rogers Report Dated September 9, 2005 established the need for a Drainage Impact fee; and

WHEREAS, the EPS Report Dated November 4, 2005 established the nexus for charging an impact fee to development; and

WHEREAS, the City Council of the City of Winters after duly studying and determining reasonable costs for the implementation of a Drainage Control Plan and having duly deliberated thereon;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters does hereby approve the Drainage Impact fees as attached hereto as Exhibit A and incorporated herein as fully set forth.

PASSED AND ADOPTED by the City Council, City of Winters, this 3rd day of June 2014 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

Attachment A - Resolution 2014-18

City of Winters

Drainage Impact Fee

Zone	Rural Residential	Low Density Residential	Medium Density Residential	Medium/High Density Residential	High Density Residential	Neighborhood Commercial	Heavy Industry	Public/Quasi Public	Planned Commercial /Business Park	Highway Service Commercial	Light Industrial	Planned Commercial
1	\$47,432.00	\$ 50,060.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
2	\$ -	\$ 66,905.00	\$ 80,414.00	\$ 78,102.00	\$78,653.00	\$ 85,477.00	\$ 75,888.00	\$ 62,727.00		\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,587.00	\$ -		\$ -	\$67,720.00	\$ -
4	\$ -	\$ 32,597.00	\$ 39,178.00	\$ 38,052.00	\$38,321.00	\$ 41,645.00	\$ -	\$ -		\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$41,186.00	\$40,132.00	\$ -
5a	\$ -	\$ 49,383.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$61,107.00
5b	\$ -	\$ 29,931.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,043.00	\$ -	\$ 50,842.00		\$ -	\$52,344.00



**CITY COUNCIL
STAFF REPORT**

TO: Mayor and City Council
DATE: June 3, 2014
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Wastewater Services

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager to provide Southwest Water Company with notice of the non-renewal of the Wastewater Services Agreement executed on December 1, 2012;
2. Approve the recommended budget and staffing plan for the provision of wastewater services through the City Public Works Department and a new Water and Wastewater Services Division.

BACKGROUND:

Since 1994, Eco Resources and now Southwest Water Company (SWWC) has been under contract with the City of Winters to operate and maintain the wastewater treatment facility, collection system and pump stations. In November, 2012, the City Council approved a two year agreement with SWWC. The agreement was then sold and assigned to Severn Trent Services who has provided services to the facilities since May, 2013.

The City does not have an agreement with Severn Trent Services.

DISCUSSION:

In 2012, there was extensive discussion regarding the direction of the wastewater operations. During the meetings and then the subsequent contract with SWWC and then the subsequent assignment to Severn Trent Services, promises in overall advancement of operations and

services were made. This has included the development of an operator in training program which has added significant City resources to the overall operations to help cure over a decade of neglect and mismanagement of the facilities by Eco and SWWC.

Through a concerted effort by City staff and Severn Trent Employees the overall facilities have been brought into a strong position. The investment of primarily City resources to bolster the maintenance efforts have resulted in facilities which are operating as designed for the first time in years.

The contract with SWWC expires in December, 2014. It is the Staff recommendation that the City Council now authorize the dissolution of the contract and that the overall operations be brought in-house to allow expansion of overall capabilities and quality of operation.

Some key justifications for this recommendation are as follows:

- Over a three year period, in-house operations will save the City approximately \$95,000. These funds can then be re-invested in long term facility improvements without adverse impacts on rates.
- As proposed, operations will see an almost 30% increase in overall resources to the operations which will enable greater capacity and efficiency in overall services.
- SWWC is no longer in the wastewater business. The assignment to Severn Trent Services has resulted in unpredictable staffing levels and commitments.
- Overall operations are evolving beyond the capabilities of the current provider. From technology to treatment quality, the need for internal control of operations has become critical for long term planning.

The Staff proposal is as follows:

- In-house operation of the City's wastewater treatment facility, collection system, East Street Pump Station, lift stations and environmental compliance.
- Establish a Wastewater Services Division in the Public Works Department as shown in Exhibit A. The Public Works Department would then appear as shown in Exhibit B.
- The transition budget and operational costs would be as shown in Exhibit C.

Operations would be conducted as follows:

- **Staffing:** Under the Public Works Managers, a Grade 3 Operator will be hired to run the facility operations. Two additional maintenance workers will be hired and rotate between the wastewater and water operations as "Operators in Training". Within the two year period, the City will then have multiple operators within our organization.
- **Facilities:** The Operator will oversee overall operations for the wastewater treatment facility, pump stations and the East Street Operations. SCADA and other technology will

remain within the current structure of the public works management.

- **Collection System:** The transition will include the purchase of some equipment to aid in overall collection system maintenance. Annual maintenance will include the rental of larger equipment (vactor trucks) and periodic contracting if necessary. Video inspection will be through a contract.
- **Environmental Compliance:** will be handled through the current reporting channels under the Environmental Services Manager.

Budget:

Generally the proposal will provide for costs less than the current contract with SWWC. The proposed three (3) years operating budgets are included as Exhibit C. An estimated cost comparison to the existing contract cost is included in the budget analysis.

FISCAL IMPACT:

The budgets for a three year period are included as Exhibit C and show a three year operational savings of \$94,858.

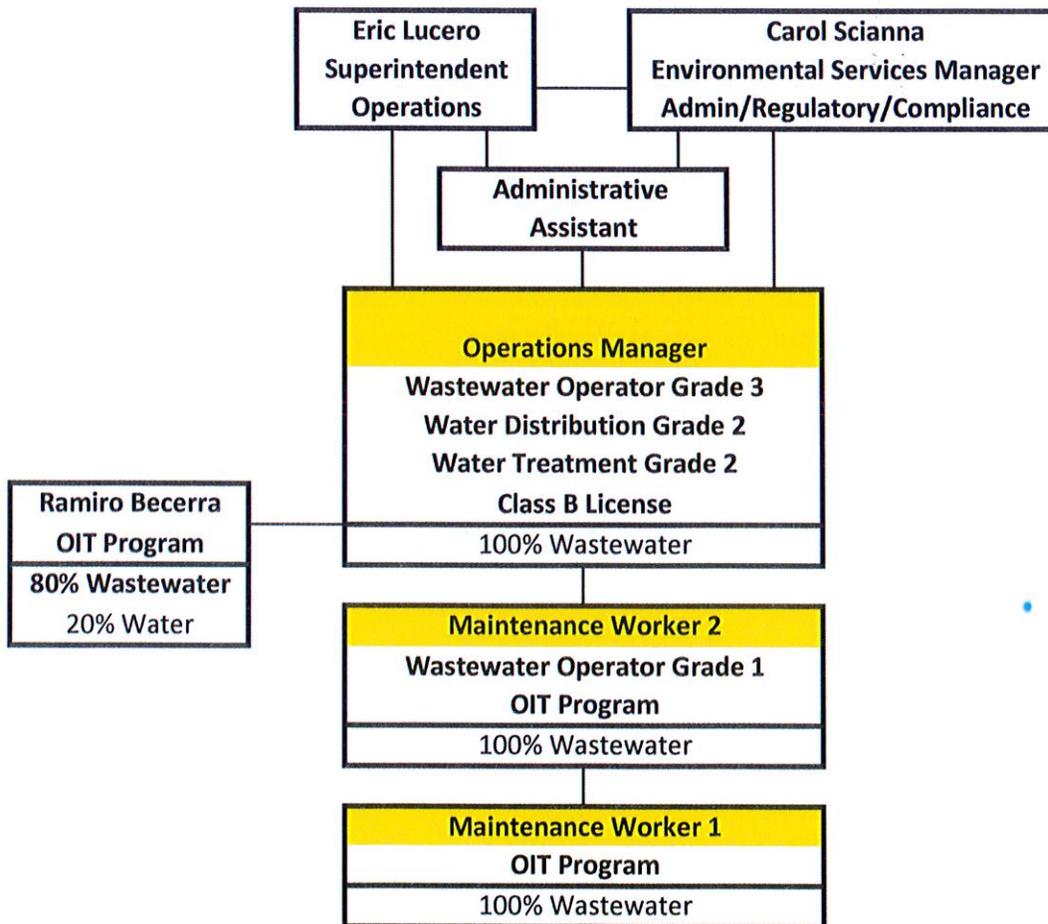


Public Works

Wastewater/Treatment Plant

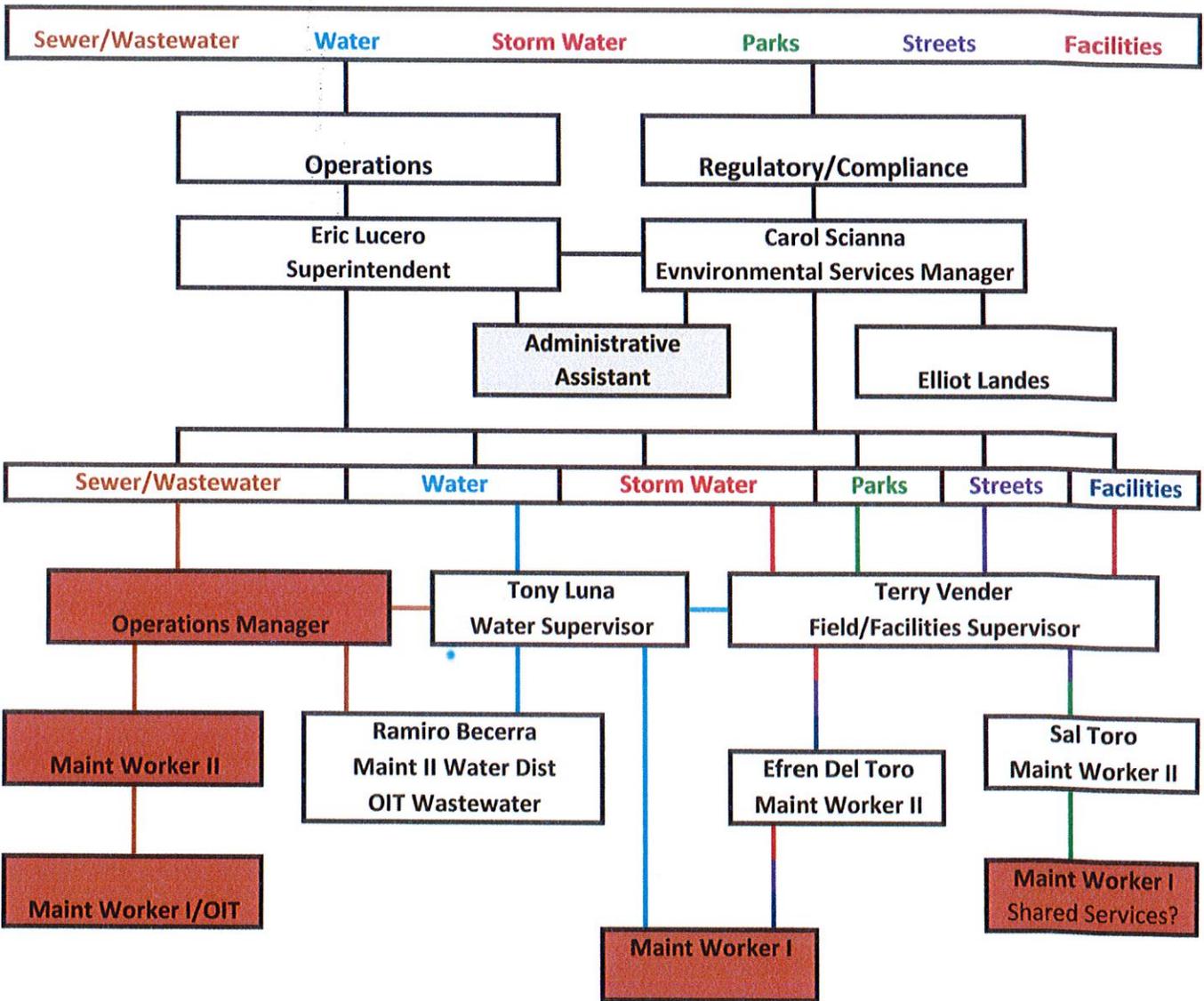
Division

Organizational Chart





Public Works Department Organizational Chart



Annual Costs

Salary and Benefit Costs

Mid Management-Facilities Manager			
Maintenance Worker II			
Maintenance Worker I			

Total	FY 2014-15	FY 2015-16	FY 2016-17
	\$105,000	\$121,000.00	\$127,050.00
	\$81,000	\$85,050.00	\$89,302.50
	\$57,000	\$59,850.00	\$62,842.50
	<u>\$243,000</u>	<u>\$265,900.00</u>	<u>\$276,536.00</u>

Materials Costs

Chlorine/Pesticide	\$20,000	\$20,800.00	\$21,632.00
Sampling/Calibration	\$12,000	\$12,480.00	\$12,979.20
Vactor Rental 2 weeks	\$7,000	\$7,280.00	\$7,571.20
Misc/fuel/phone/ppe/computer	\$15,000	\$15,600.00	\$16,224.00

Total	FY 2014-15	FY 2015-16	FY 2016-17
	\$54,000	\$56,160.00	\$58,406.40

Startup Costs

Vehicle Purchase			
F150	\$26,000		
F150	\$26,000		
F150	\$26,000		
Total	\$78,000	\$ -	\$ -

Equipment Purchase

Hydro Jetter	\$35,000		
Quad	\$4,000		
Mower/Weedeater/blower/Sprayer	\$2,500		
Rodder/Generator	\$7,000		
Trailer	\$2,000		
Total	\$50,500	\$ -	\$ -

Total	\$425,500	\$322,060.00	\$334,942.40
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Southwest Water Contract

	\$384,708	\$392,402.16	\$400,250.20
Difference	<u>(\$40,792)</u>	<u>\$70,342</u>	<u>\$65,308</u>
			<u>\$94,858</u>

3 Year Diff



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 3, 2014
FROM: John W. Donlevy, Jr., City Manager
SUBJECT: Letter of Support for the Permanent Protection for the Public Lands of the Berryessa Snow Mountain Region as a National Conservation Area and/or National Monument

BACKGROUND: A Letter of Support was brought before Council at the May 20, 2014 City Council meeting. Council requested for staff to bring the item back to Council at the June 3, 2014 City Council meeting for further discussion.

FISCAL IMPACT: None



The Honorable Dianne Feinstein
Office of U.S. Senator Dianne Feinstein
331 Hart Senate Office Building
Washington, D.C. 20510

The Honorable Barbara Boxer
Office of U.S. Senator Barbara Boxer
112 Hart Senate Office Building
Washington, D.C. 20510

The Honorable John Garamendi
United States House of Representatives
2438 Rayburn HOB
Washington, DC 20515

Dear Senators Dianne Feinstein, Barbara Boxer, and Congressman John Garamendi,

The Berryessa Snow Mountain region is the crown jewel of Northern California's wild inner Coast Range. It is one of the most biologically diverse, yet least known regions of California. Located less than one hundred miles from the Sacramento and Bay Area metropolitan regions, the area is a dazzling outdoor wonderland rich in unique natural features and loaded with recreational opportunities.

These public lands stretch nearly one hundred miles from the shores of Lake Berryessa to the flanks of Snow Mountain. This region provides wonderful opportunities to hike, horseback ride, hunt, camp, fish, bird watch, use motorized vehicles in designated areas, enjoy both motorized and non-motorized boating and water recreation, and more.

This area includes thriving blue oak woodlands, red fir forests, creek side habitat, an annual explosion of wildflowers, nearly half of California's dragonfly species, a wealth of butterflies, river otters, trout, tule elk, deer, mountain lions, bears, osprey, and provides habitat to California's second largest population of wintering bald eagles. The Berryessa Snow Mountain region has botanical biodiversity that makes it the center of the California global "hot spot."

Permanent protection of this region will improve economic opportunities for our local economies; increase coordination between federal agencies; provide well-managed recreation opportunities; safeguard the area's natural beauty, sensitive areas, wildlife and rare plants; and ensure the continued use and enjoyment of these lands for future generations.

Please support the permanent protection for the public lands of the Berryessa Snow Mountain region as a **National Conservation Area or National Monument!**

cc: Congressman Mike Thompson, District 5, CA
Sally Jewell, Secretary of the Interior
Michael Boots, Acting Chair of the White House Council on Environmental Quality
Congressman Jared Huffman, District 2, CA
Tom Vilsack, Secretary of Agriculture

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

COUNCIL MEMBERS

Harold Anderson
Wade Cowan
Bruce Guelden

MAYOR

Cecilia Aguiar-Curry

MAYOR PRO TEM

Woody Fridae

CITY CLERK

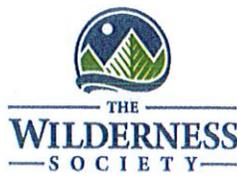
Nanci Mills

TREASURER

Michael Sebastian

CITY MANAGER

John W. Donlevy, Jr.



Management of National Monuments and National Conservation Areas: A Comparison

National Monuments and National Conservation Areas are protected public lands with unique characteristics, which are managed in to ensure their natural, historic and cultural values are protected for future generations. Although different in name, management of National Monuments and National Conservation Areas share many similarities.

	National Monument	National Conservation Areas
Overview	A National Monument is a permanent public land designation that can either be established through legislation passed by Congress or by the President, acting without Congress under the authority provided by the Antiquities Act, and protects the natural, cultural, or historical features of a landscape in perpetuity. Management is directed by the authorizing legislation or the Presidential proclamation.	A National Conservation Area (NCA) is a permanent public land designation established by Congress that protects the land, its natural, cultural, and historical features, and its recreational opportunities, in perpetuity. Legislation establishes a set of purposes and priorities for the land management agency to use in managing NCA lands. Because there is no “organic act” for National Conservation Areas, management of each NCA is governed entirely by the authorizing legislation.
Agency Jurisdiction	National Monuments can be managed by the National Park Service, Forest Service, Fish and Wildlife Service, or the Bureau of Land Management. Agency jurisdiction is <i>not</i> affected by monuments established by the President. However, Congress <i>may</i> transfer land management to the National Park Service when establishing a National Monument. Monuments managed by the National Park Service traditionally restrict more uses.	National Conservation Areas are typically established on land managed by the Bureau of Land Management, although some have been proposed on National Forest System lands as well. Agency jurisdiction is <i>not</i> affected by NCA designation.
Management Plan	Monument designations typically direct the managing agency to develop a resource management plan with local input.	National Conservation Area designations typically direct the managing agency to develop a resource management plan with local input.
Motorized Vehicles	Motorized vehicle use is typically authorized on designated roads and trails. The management plan, or a separate travel management plan, designates routes of travel for motorized vehicles.	Motorized vehicle use is typically authorized on designated roads and trails. The management plan, or a separate travel management plan, designates routes of travel for motorized vehicles.

Grazing	Grazing is generally permitted within National Monuments managed by the BLM or Forest Service, although this may vary depending on the proclamation or legislation and the effects of grazing on the other values the monument was created to protect. Grazing is generally not permitted on lands managed by the National Park Service.	Grazing is generally continued within National Conservation Areas. Most NCA legislation requires that grazing “shall” continue within the conservation area, consistent with regulations, thus keeping grazing management similar to that on other public lands.
Logging	Logging may be permitted within National Monuments, consistent with the monument purposes.	Logging may be permitted within National Conservation Areas, consistent with the NCA purposes.
Hunting	National Monument designation does not affect hunting, which continues to be managed by state agencies, although hunting is generally not permitted in monuments managed by the National Park Service and may be restricted on all monuments depending on monument values.	National Conservation Area designation does not affect hunting, which continues to be managed by state agencies, unless more restrictive management is needed based on NCA purposes.
Camping	Camping is generally allowed in National Monuments.	Camping is generally allowed in National Conservation Areas.
Water	Water rights <i>may</i> be reserved to fulfill National Monument purposes.	Water rights are typically not reserved to fulfill National Conservation Area purposes.
Fire Management	Agencies may take whatever steps necessary to suppress wildfires. Fuel reduction activities are typically permitted.	Agencies may take whatever steps necessary to suppress wildfires. Fuel reduction activities, where consistent with NCA purposes, are typically permitted.
Mining/Oil and Gas	National Monuments are generally withdrawn from new mining claims or oil/gas leasing. Existing claims may be developed, consistent with environmental laws and regulations and subject to additional protections for monument values.	National Conservation Areas are generally withdrawn from new mining claims or oil/gas leasing. Existing claims may be developed, consistent with environmental laws and regulations and subject to additional protections depending on NCA purposes.
Funding	National Monuments may receive increased funding for management and stewardship purposes.	National Conservation Areas may receive increased funding for management and stewardship purposes.