



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, August 4, 2009
7:30 p.m.
AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council held on July 7, 2009 (pp 1-10)
- B. Reject all Bids for the East Street Motor Control Center, Project No. 09-03, and Authorize City Clerk to Return all Bid Securities (pp 11)
- C. Street Closure Request – Winters District Chamber of Commerce is Requesting Approval of a Temporary Street Closure on August 28th for the Earthquake Street Festival. Closure would be Main Street from Railroad Avenue to First Street (pp 12-15)
- D. Award of Contract for Municipal Well Pump Station No. 7 Construction to Clyde G. Steagall, Project No. 05-05 (pp 16-17)
- E. Approve Consultant Services Agreement Amendment No. 1 between the City of Winters and Callander Associates Landscape Architecture, Inc. for Design Services Associated with the Putah Creek Bridge North Bank Improvements, Project No. 09-01, Federal Project No. HPLUL-5110(024) (pp 18-23)
- F. Resolution 2009-41, A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills (pp 24-26)
- G. Resolution 2009-42, A Resolution of the City Council of the City of Winters Approving a Contract with AK & Company in the Amount of \$3,000 to Prepare the SB90 Reimbursement of State Mandated Cost Claim for the City of Winters and Authorize City Manager to Execute Said Contract (pp 27-42)
- H. Approve Homeless Services Coordination Project Agreement (pp 43-54)
- I. Claim Against the City of Winters – Louie (pp 55-64)
- J. Construction Contract for Grant Avenue (SR128) Widening and Safety Improvements, Project No. 09-01; Federal Aid Project No. ESPL 5110 (027) (pp 65-66)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Joint Public Hearing and Consideration of Resolution 2009-40, A Resolution of the City Council and the Community Development

- Agency of the City of Winters Authorizing a HOME Investment Partnerships Program Grant Application for Rental New Construction Program Funding Assistance for Multi-family Project (pp 67-71)
2. Bid Award – Winters Public Safety Facility (Project 05-03) (72-77)
 3. Fiscal Sustainability (pp 78-81)
 4. Public Hearing and Presentation of Staff's Assessment of the Gateway Master Plan (pp 82-200)

COMMUNITY DEVELOPMENT AGENCY

1. Joint Public Hearing and Consideration of Resolution 2009-40, A Resolution of the City Council of the City of Winters Authorizing a HOME Investment Partnerships Program Grant Application for Rental New Construction Program Funding Assistance for Multi-family Project (pp 201-205)
2. State Budget Impact on Community Development Agency (pp 206)
3. Final Acceptance – Downtown Streetscape Improvements, Project 06-07 (pp 207-209)

CITY MANAGER REPORT

INFORMATION ONLY

1. Consortium Agreement with Mercy Housing for Neighborhood Stabilization Program Funding Application (pp 210-217)

EXECUTIVE SESSION

1. Meeting with City Manager to Discuss Employee Negotiations Pursuant to Section 54957.6 of the Government Code
2. Meeting with City Manager to Discuss City Manager Performance Evaluation Pursuant to Section 54957.6 of the Government Code

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 4, 2009, 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 July 30, 2009, and made available to the public during normal business hours.

Nancy Jensen, Admin. Asst. to Nanci G. Mills
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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City Clerk's Office – City Hall – 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the
Winters City Council Held on July 7, 2009

Mayor Michael Martin called the meeting to order at 7:30 p.m.

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Woody Fridae and Mayor Michael Martin
Absent: Council Member Tom Stone
Staff: City Manager John Donlevy, City Attorney John Wallace, Director of Financial Management Shelly Gunby, Management Analyst Dawn Van Dyke, Housing Programs Manager Dan Maguire, and City Clerk Nanci Mills.

The Pledge of Allegiance was led by Kathy Cowan.

APPROVAL OF AGENDA

Motion by Council Member Anderson, Second by Council Member Aguiar-Curry to approve the agenda without any changes. Motion carried unanimously, with one absent.

Council Member Stone arrived at 7:35 p.m.

COUNCIL/STAFF COMMENTS

Council Member Anderson has heard of a new group called Putah Creek Trout, who is pursuing a wild trout designation study of the upper stretch of Putah Creek, or the inner dam reach, which may possibly affect the City. Council Member Aguiar-Curry recently attended the Water Resources Association's flood safe meeting regarding their pilot program for the City of Woodland, an expansion of the Cache Creek settling basins. Also, a member of the audience will talk about TANC and where we're at on the project. The Hispanic Advisory Committee met last week to determine a date for the fiesta, which has tentatively been scheduled for September 27th. Today at the State Capitol, Senator Wolk invited the members of the Council to a "Restore the Delta" rally, where five counties are participating to make public policy before placing pipes in the Delta. Winters Healthcare and City of Winters Grant Writer Dawn Van Dyke are looking for funds to extend the swimming pool season.

She would like to thank everyone involved in the 4th of July fireworks. Council Member Fridae recently spoke with a community member who has been working with staff to have their low-income mortgage re-assessed and thanked staff for putting the program together and assisting our community members. Mayor Martin will be receiving a report from the Yolo Solano Air Quality Management District for Winters, which will reflect Winters air quality as very good, compared to other jurisdictions in our area. He said this can be attributed to the large amount of surrounding farm land and lack of urbanization.

PUBLIC COMMENTS

Wally Pearce, P.O. Box 792, Winters, thanked the Council for all they have done regarding the TANC hosting session held in April and said that lately there has been a lot of talk about SMUD pulling out of the project, which represents 35% of the project, or half a billion dollars. He then provided an article confirming this, as well as a copy of the Federal Register, Department of Energy, WAPA Transmission Infrastructure Program notice. He stated this is not a TANC project, but a WAPA project, which will impact nine counties. He and many other opponents of the project have formed an ad hoc committee to fight this project. The pressure the committee is putting on these folks is significant and was not expected. The committee plans to file a Brown Act against TANC to challenge the process. The end of the scoping period is July 31, and TANC is still looking for investors. Council Member Aguiar-Curry spoke of her appreciation of Wally's phenomenal representation of Winters.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 16, 2009
- B. Minutes of the Continued Meeting of the Winters City Council Held on Wednesday, June 24, 2009
- C. Proclamation for Larry Vanderhoef for his Outstanding Service

City Manager Donlevy gave a brief overview. The Proclamation for Larry Vanderhoef, the retiring UC Chancellor, will be presented at an event to be held on 7/28/09. Motion by Council Member Aguiar-Curry, second by Council Member Anderson to approve the consent calendar. Motion carried unanimously.

PRESENTATIONS

None

DISCUSSION ITEMS

1. **Purchase and Sale Agreement – Putah Creek Parkway Strip - 32 E. Main Street, Yolo County Assessor's Parcel No. 003-480-21**

City Manager Donlevy gave a brief overview, stating this was an outright purchase of the described property. City Attorney Wallace indicated the property in question was a vacant strip of land on the Putah Creek Parkway project located behind the apartment complex at 32 E. Main Street, where a setback or greenbelt easement was granted when the area was originally developed. The Purchase and Sale Agreement includes a reimbursement requirement, so in the event of foreclosure, the City will be reimbursed its purchase price and improvement costs. Council Member Anderson indicated this property was the last piece of the puzzle to implement the Putah Creek Master Plan. Mayor Martin confirmed that in the event of foreclosure, the property would revert back to the seller and the City would be reimbursed the purchase price and improvement costs.

Motion by Council Member Curry, second by Council Member Fridae to approve the purchase and sale agreement of the Putah Creek Parkway Strip at 32 E. Main Street. Motion carried by the following roll call vote:

AYES: Council Members Aguiar-Curry, Anderson, Fridae, Stone and Mayor Martin
NOES: None
ABSENT: None
ABSTAIN: None

2. I-505 Infrastructure Project- Acceptance of Public Infrastructure Agreement, Addendum and Grant Deed

City Manager Donlevy gave an overview. In May, 2009, Council gave direction to staff to move forward with this project, and of the options presented, Option A was the most desirable. This is a simple public infrastructure agreement and addendum, which includes the five special terms as follows: costs will be established only after the project is constructed and all costs are accounted for; the division of costs will be based on acreage. For the McClish property, the required 100 foot open space dedication from the top of the bank of Putah Creek will be deducted from the land calculation; the inflationary index for the project will be the Engineers Cost Index with a inflationary cap of 3.5% and no cost increases will occur until May, 2014; the City agrees to reimburse the McClish Family \$2,500 for legal and planning costs incurred in their review of the easement and agreement; and, the City assumes a reimbursement responsibility for any crop losses incurred during the construction of the project. The project can possibly be done in two phases, with the Project Budget Sheet at \$1.1 million. The Gateway Master Plan will be included on the August 4th City Council meeting, and currently the City does not have a Gateway Master Plan project.

Valerie Whitworth, 108 Liwai Village Ct., asked what kind of control the City would have with future projects if this infrastructure is put in place, and whether we might be "held hostage." Council Member Stone replied that projects must be approved by

Council and the City will not be held hostage. This is an investment in the future and the money will literally be put in the ground until a project comes along that is approved. City Manager Donlevy said all projects will be subject to zoning in the I-505/Grant area, including the McClish and Jordan properties, which is a planned development area. Valerie Whitworth said a lot of money has been spent on the Downtown and she doesn't want to lose business to the freeway. She also said this decision seems a bit hasty. Council Member Fridae said the City has a financial need to have resources and income, which is being whittled away by the State and the general state of the economy. He made reference to Dixon, who has pumped \$10 million in redevelopment into Downtown Dixon, which at one time was thriving, and it has not brought it back to life. This is a clear example of what we don't want to follow. Council will review the Gateway Master Plan before any projects are brought forth. City Manager Donlevy stated the Gateway Master Plan is on the City website under Community Development. Council Member Aguiar-Curry said people are uncertain of the process moving forward. Staff is working through the legal ramifications of the Gateway Master Plan. Council Member Fridae said the Gateway Master Plan must be right and in place for future Councils. The current Council has made a very clear commitment to the Downtown, which reflects \$20 million in redevelopment projects. As a point of clarification, Council Member Stone said Walmart didn't come before Council. Staff said no based on Council direction. He said Yolo County is seeking commercial sites and the City does not control the east side of I-505. He added that the City cannot be held hostage by the County. Council Member Curry asked if the County was moving forward with a commercial project in the Madison/Esparto area? City Manager Donlevy said this area is very much on the County's radar. The Yolo County General Plan indicates County Roads 27 and 29 are zoned special study areas, so the race is on to get the more desirable project. City Manager Donlevy said in the 2009-2010 budget, the City has included in the redevelopment agency Buxton, an economic research firm, who will come in and perform an economic study, to identify and market Winters, and to identify the buying and spending habits of Winters. The City's website currently includes a report from Keyser Marston. Council Member Anderson asked if Buxton is a re-do for Keyser Marston? City Manager Donlevy replied the Keyser Marston report focused on the downtown only.

Winters resident Mike McCoy, who last addressed the Council in 1992, hasn't been here since then because the Council is doing such a good job. The development and work done by the Council, Commission, and staff in the downtown core area is remarkable. He is worried about going out with infrastructure before we have a clear plan. However, if there are reasonably foreseeable projects on the immediate horizon that Council is aware of, that could allay those concerns. Why would you want to piece meal your actions regarding infrastructure, Gateway Master Plan, and specific projects? Mayor Martin said the bidding climate for any new project is phenomenal. As the economy turns around, we can't afford to wait. Budget cuts that have been made this year are tremendous and will continue for the next few years. We have no income into this community and we're dipping into the reserves and will probably continue to do so for the next three or four years. Even if we do

move slowly with the Gateway Master Plan, which he is in agreement with, he doesn't want the entry into Winters to look like Dixon. We have a lot of great minds in this community who can work together to make something special. Yolo County is looking to be a partner with us across the freeway and we have to move forward because they will move forward. He supports the Gateway Master Plan and said we need to send a message that we're ready to do business.

Winters resident Cliff Lamb asked if the City has thought about installing voltaic cells? City Manager Donlevy confirmed there is a solar project going in at the 6-acre Wastewater Treatment Plant.

Winters resident Lisa Gaines stated that usually infrastructure is based on the development that will ultimately be placed on the site. Council Member Anderson said the engineers will look at the zoning and the land uses that the City plans call for and will plan accordingly. Council Member Stone added that the zoning requirements will dictate the size of the lines, pump station and lift station to address the potential water and sewer flow requirements. Lisa Gaines asked why more planning can't take place and more conversation can't take place so that you have specific answers before going forward. Council Member Fridae appreciated the comments and suggested that residents come to the August 4th meeting and get involved in the Gateway Master Plan discussion.

Motion by Council Member Anderson, second by Council Member Stone to follow staff recommendation to accept and approve a Public Infrastructure Agreement and Addendum between the City of Winters and the owners of APN 038-070-012 (a.k.a. McClish Family) for the installation of public improvements and right of way. Motion carried unanimously.

Motion by Council Member Stone, second by Council Member Anderson to authorize the City Manager to execute the Public Infrastructure Agreement and record it with Yolo County. Motion carried unanimously.

Motion by Council Member Anderson, second by Council Member Stone, to accept a Grant Deed and Easement Right of Way Dedication for APN 038-070-012 and authorize recordation. Motion carried unanimously.

Motion by Council Member Stone, second by Council Member Anderson, to approve a Project Budget Sheet for the I-505 Infrastructure Project including the design and bid of the project for approval of the City Council. Motion carried unanimously.

3. Hemenway Street and Rosa Ave Area Repair Project

City Manager gave a brief overview of the four-part recommendation, which is currently out to bid. The first part will be the road rehab work and secondly it will include a change order to the seal coat project budget. Mayor Martin asked if this

job was a total re-construction? City Manager Donlevy replied no, it's basically a repair project ie: grinding, paving and seal-coating.

Motion by Council Member Aguiar-Curry, second by Council Member Anderson to approve staff recommendation and approve a Project Budget Sheet for the repair and rehabilitation of portions of Hemenway St., Rosa Ave. and Mermod Place; amend the FY 2009-10 Budget to allocate \$217,000 in Transportation Development Act (TDA) Local Transportation Funds (LTF) to the project; approve a revised Prop 1B Seal Coats Project Budget Sheet which incorporates the Hemenway and Rosa Ave. Area Repair Project (CIP 08-03) into the seal coat project; and authorize staff to advertise and award the project with within the funding limits of the Project Budget Sheet presented. Motion carried unanimously.

4. Resolution 2009-38 A Resolution of the City Council Increasing the Capital Improvement Facilities Fees by 4.8% Effective August 1, 2009 in Accordance with Ordinance 92-06, and Resolution 2009-39 A Resolution of the City Council Increasing the Project Monitoring Fee by 4.8% effective August 1, 2009 in Accordance with Ordinance 92-10

City Manager Donlevy gave a brief overview. Council Member Anderson asked if the Construction Cost Index goes down, would the fees drop as well? City Manager Donlevy confirmed that the fees would go down in this were the case.

Motion by Council Member Stone to approve Resolution 2009-38 increasing the Capital Improvement Facilities Fees by 4.8% effective August 1, 2009 in accordance with Ordinance 92-06, and Resolution 2009-39 increasing the Project Monitoring Fee by 4.8% effective August 1, 2009 in accordance with Ordinance 92-10. Motion carried with the following roll call vote:

AYES: Council Members Aguiar-Curry, Anderson, Fridae, Stone and Mayor Martin
NOES: None
ABSENT: None
ABSTAIN: None

5. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

Council Member Anderson nominated Council Member Aguiar-Curry as the primary voting delegate and Harold Anderson as the alternate voting delegate for the Annual Business Meeting at the League of California Cities Annual Conference to be held on September 18, 2009 in San Jose. The nomination was approved unanimously.

6. Council Meeting Time and Schedule

City Manager Donlevy gave a brief overview. Council Member Fridae asked if the overtime worked, ie: staff members attending after hour meetings, can be rolled over to the next week, and City Manager Donlevy replied that time can't be rolled over. Mayor Martin asked if it would be problematic to the Council if meetings began at 6:00 p.m. Council Member Anderson replied yes. Mayor Martin asked about a compromise to 6:30 or 7:00, where the public would still have the opportunity to attend. Council Member Stone confirmed management's intent to save money by avoiding overtime costs, so he was OK with 6:00 or 6:30.

Motion by Council Member Fridae, second by Council Member Aguiar-Curry, directing staff to work on flex hours and target 6:30 p.m. as the starting time for City Council and Planning Commission meetings, changing from 7:30 p.m. Motion carried unanimously.

The following items to be heard concurrently with the Community Development Agency.

Agency Chairman Fridae and Agency Member Anderson stepped down due to a possible conflict of interest.

Agency Member Martin opened the Community Development Agency concurrently with the City Council at 9:18 p.m.

7. Resolution 2009-36, a resolution of the City Council of the City of Winters Approving and Authorizing a Lease Agreement with Mary Bajakian and a Sublease with Turkovich Family Wines LLC of That Certain Real Property at 304 Railroad Avenue (See CDA Item #1)

Housing Programs Manager Dan Maguire gave an overview and clarified Section b. of the Summary Report on Page 118, which should read "Peekaboo Hills Winery", and not "Clayground." Agency Member Martin asked about the hours of operation. Chris Turkovich said the tasting room would be open Thursday through Sunday, from 11 am to 5 pm with additional hours on Friday and Saturday nights from 5 pm to 9 pm. They also plan to shadow the events at The Palms. They also want to adjust their business plan by adding his brother's cheese business and trying to expand their retail by offering merchandise other than wine. Their website will be up in approximately two weeks. Agency Member Martin confirmed the 18-month lease agreement is consistent with other City lease agreements. He likes what's happening on Railroad Avenue, likes the young energy, and likes the youth movement back to Winters. Advertising is key. Chris Turkovich indicated the wine is ready and they plan to open as soon as their license is approved.

Agency Member Martin opened the public hearing at 9:30 p.m. and closed the public hearing at 9:30 with no public comment.

Motion by Agency Member Aguiar-Curry, second by Agency Member Stone to approve Resolution 2006-36, approving and authorizing the execution of a lease between the City of Winters Community Development Agency and Mary Bajakian for the property at 304 Railroad Avenue, and the execution of a sublease between the Community Development Agency and Peekaboo Hills Winery for same property, and approve Resolution 2009-37, approving and authorizing the execution of a lease by and between the City of Winters Community Development Agency and Mary Bajakian for the property at 304 Railroad Avenue, and the execution of a sublease between the Community Development Agency and the Peekaboo Hills Winery for same property. Motion carried with the following roll call:

AYES: Council/Agency Members Aguiar-Curry and Stone, and Mayor/Agency Vice Chairman Martin
NOES: None
ABSENT: Council/Agency Member Anderson and Council/Agency Chairman Fridae
ABSTAIN: None

8. Resolution 2009-35, a Joint Resolution of the City Council of the City of Winters and the City of Winters Community Development Agency authorizing the City Attorney/Redevelopment Agency Counsel to cooperate with the League of California Cities, the California Redevelopment Association, other cities and counties in litigation challenging the constitutionality of any seizure by state government of the City's street maintenance and redevelopment funds

Agency Chairman Fridae and Agency Member Anderson returned to the dais at 9:45 p.m.

Management Analyst Dawn Van Dyke reported the State's budget proposal is to seize approximately \$161,000 in redevelopment funds and approximately \$122,000 in gas tax funds. The California Redevelopment Association and the League of California Cities have already passed resolutions to challenge the constitutionality of such actions and are asking Cities to do the same.

Council Member Anderson said there were no dollar amounts contained in the resolution. City Manager Donlevy said they would come in the form of an amended item due, which will be a separate action at a separate time. Management Analyst Van Dyke stated the overall totals shown on the resolution came from the League of California Cities and the California Redevelopment Association. Council Member Anderson asked if these numbers can be amended as they apply to the City of Winters for the stated time period to reflect the impact on the City. This would be a good tool to educate the public. City Manager Donlevy asked Management Analyst Van Dyke to look into this and make the requested changes. Council Member Anderson said the State is being hypocritical by forcing the City to increase taxes in order for the State to avoid raising taxes. City Manager Donlevy said the actions of

the State are illegal. There was a court case settled in April that says they can't do it.

Motion by Agency Vice-Chairman Martin, second by Agency Member Stone to approve Resolution 2009-35, a joint Resolution of the City Council of the City of Winters and the City of Winters Community Development Agency authorizing the City Attorney/Redevelopment Agency Counsel to cooperate with the League of California Cities, the California Redevelopment Association, other cities and counties in litigation challenging the constitutionality of any seizure by state government of the City's street maintenance and redevelopment funds. Motion carried by the following roll call vote:

AYES: Council/Agency Members Aguiar-Curry, Anderson, and Stone, Mayor/Agency Vice Chairman Martin, and Council Member/Agency Chairman Fridae

NOES: None

ABSENT: None

ABSTAIN: None

Agency Chairman Fridae closed the meeting of the Community Development Department at 9:52 p.m.

COMMUNITY DEVELOPMENT AGENCY

1. **Joint Public Hearing and Resolution 2009-37 – Turkovich Family Wines LLC (Please see documentation under Discussion Item # 7)**
2. **First Street Parking Lot- Authorization for Demolition, Design and Bid**

This item was heard concurrently by the City Council and Community Development Agency following Item #7, with Agency Member Anderson and Agency Chairman Fridae continuing to recuse themselves.

City Manager Donlevy gave an overview, saying he would like to move forward with demolition plans and the removal of vegetation that borders the property, as well as the removal of three trees, which will result in less than 50% shading. Street lights will be installed for security and the City will accept offers for the removal of the metal building. Agency Member Stone asked whether the fencing was reusable? The Community Garden is approximately 250 feet short and could use it. Agency Member Curry asked if an Environmental Report was needed to take down the building? City Manager Donlevy replied no. Edmund Lis of the Abbey House Inn requested that Police Officers park their personal vehicles in the new parking lot and not in front of the Abbey House Inn.

A motion was made by Council/Agency Member Aguiar-Curry to approve the staff recommendations as follows, as well as looking into landscaping once the parking lot is constructed: authorization to bid and award a contract to proceed with the demolition and removal of structures located at 311 First Street; approval of a preliminary design for a 38 +/- parking lot for the location; approval of a Project Budget Sheet for the project; and authorization to bid and pre-authorization to award within the parameters of the project budget sheet. Seconded by Council/Agency Member Stone. Motion carried 3-0 with two absent.

CITY MANAGER REPORT

The original low bid received for the Municipal Water Well No. 7 Construction, Project No. 05-05, was added incorrectly, resulting in a new low bidder. Senator Lois Wolk will be at the LGC meeting tomorrow to hear legislation regarding a proposal sponsored by State Firefighter's, which would require State approval for municipal bankruptcies. Senator Wolk, as well as the LCC opposes it. If Council is in agreement, a letter will be sent voicing the City of Winters opposition. Over the weekend, a dog attacked three individuals on Main Street, sending one of the individuals to the hospital. One of our police officers attempted to shoot the dog as the individual was being placed in the ambulance. The dog, a yellow pit bull, has not been located to date.

INFORMATION ONLY

None

EXECUTIVE SESSION

Government Code Section 54957- Fire District – Negotiations

ADJOURNMENT

Mayor Martin adjourned the meeting to Executive Session at 10:00 p.m.

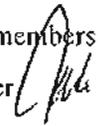
Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, City Manager 
FROM: Nicholas J. Ponticello, City Engineer
DATE: August 4, 2009
SUBJECT: Reject all bids for the East Street Motor Control Center, Project No. 09-03, and Authorize City Clerk to return all bid securities.

RECOMMENDATION: Staff recommends that the City Council reject all bid received on June 4, 2009 for the East Street Motor Control Center, Project 09-03 and authorize the City Clerk to return the bid securities to all bidders.

BACKGROUND: On April 15, 2008, City Council authorized the City Manager to prepare designs and specification for replacement of the motor control centers (MCC) at the East Street Pump Station (ESPS) and the El Rio Villa Pump Station through ZSI, Inc. Council further authorized staff to solicit bids for the construction of the East Street Pump Station MCC on January 20, 2009. The project was advertised to the public on March 27, 2009 and one bid was received on April 23, 2009. Council rejected the single bid on May 5th and authorized rebidding of the project. The project was rebid and the bids were opened on June 4th with the following results.

Five bids were received. The Engineer's construction estimate was \$126,000 and the apparent low bid was for \$136,200. The apparent low bidder was deemed non-responsive by the City Attorney due to fault with the submitted bid proposal. The second lower bid was for \$196,179 or \$70,179 above the engineer's estimate.

Staff does not believe the project should be awarded due the high bid prices and funding constrains. At this time, the project will be put on hold while the project is reevaluated.

ALTERNATIVES: None.

FISCAL IMPACT: Fiscal impacts are unknown at this time.



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Housing Programs Manager
SUBJECT: Street Closure Request by Winters Chamber of Commerce for Annual Earthquake Festival to be Held on August 28, 2009

RECOMMENDATION:

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

BACKGROUND:

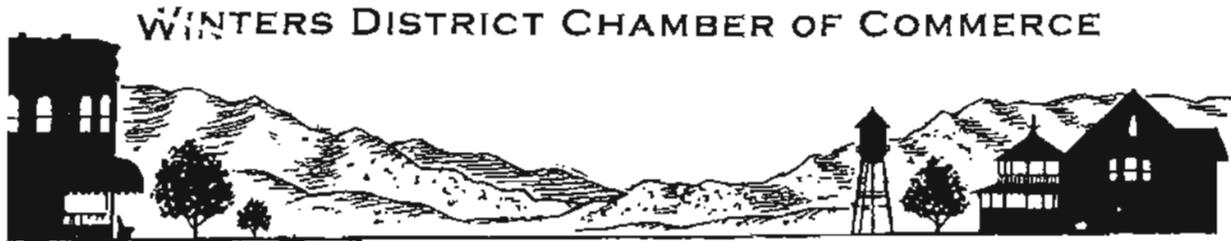
The Winters Chamber of Commerce has requested the closure of Main Street between Railroad Avenue and First Street from 3:00 p.m. to 12:00 a.m. and have requested that barricades be placed at these intersections.

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).



HISTORIC DOWNTOWN WINTERS, CA

201 RAILROAD AVENUE • P.O. BOX 423 • WINTERS, CALIFORNIA 95694
PHONE (530) 795-2329 • FAX (530) 795-3202

July 21, 2009

Nanci Mills
Director of Administrative Services
City of Winters
318 First Street
Winters, Ca 95694

Dear Nanci:

This letter is to request the City Council approve a temporary street closure as had been allowed in previous years in conjunction with the Chamber of Commerce Earthquake Street Festival. This year's event is scheduled for Friday, August 28th, from 5 p.m. to 11 p.m. We are requesting that we be allowed to close Main Street from Railroad Avenue to First Street from 3 p.m. to midnight.

Public Safety has indicated the street closure should not present a problem with regard to their ability to provide essential services.

Please contact me if you have any questions.

Sincerely,

Dan Maguire
Board Director

Cc: Bruce Muramoto
Scott Dozier



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: <u>Edmund his</u>	Organization: <u>Winters Chamber</u>
Address: <u>11 Main Street Winters CA 95694</u>	Mailing Address: <u>P.O. Box 423</u>
Telephone: <u>530 795 2379</u>	Today's Date: <u>7/14/2009</u>
Streets Requested: <u>15-6 block of Main Street (Railroad to First Street)</u>	
Date of Street Closure: <u>Aug 28, 2009</u>	Time of Street Closure: <u>3PM - 12AM</u>
Description of Activity: <u>Earthquake Street Festival</u>	
Services Requested of City: <u>No parking signage, barricades</u>	
APPROVED: <u>[Signature]</u> Police Department	<u>[Signature]</u> 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.

Heath Hughes	Backhorn	Heath	
Yvonne's Chiro			
Patricia Franco	FMB	Patricia Franco	
Maddison	Tienda		
PURAH Cycle Cafe	-		
Irish	NO		
Ace	Sam		
Winters Northside Dental			
Winters Health Care			
Cornelia Hair Salon			
Jayne Quiñero	LA Bodega		
El Pueblo Meat MKT		Elia Ace	
Velo City			
Realtyworld			
High Carousel			
David Fleming			
Theresa A. Hunt			
Valerie Crow			



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager. *[Signature]*
FROM: Nick Ponticello, City Engineer
SUBJECT: Award of Contract for Municipal Well Pump Station No.7 Construction to Clyde G. Steagall, Project No. 05-05

RECOMMENDATION: Staff recommends the City Council (1) award the construction contract for the Municipal Well Pump Station No.7 Construction, Project No. 05-05, to Clyde G. Steagall, Inc., in the amount of Seven Hundred Twenty-Eight Thousand Eight Hundred Dollars (\$728,800); (2) authorize expenditures in the amount of Eight Hundred Forty Thousand Dollars (\$840,000) for construction; and (3) authorize the City Manager to execute the Contract on the City's behalf.

BACKGROUND: On February 17, 2009 City Council authorized the project budget and finalization for design of the new water well at the intersection of Grant Avenue and West Main Street. Bids were opened on July 2, 2009 and thirteen bids were received. The engineer's construction estimate was \$930,000 and the low bidder was \$201,200 below the estimate.

Construction of the well will coincide with construction of the Police & Fire Station Facility (PFF). The Well Contractor will construct water service ties for the PFF and the PFF will provide site grading and will purchase the backup generator for the well. All costs associated with joint work will be allocation to each project fairly in accordance with the work performed.

The approved project budget included costs to perform all work necessary to fully construct the well including those items being performed by the PFF project. If for any reason the PFF project were unable to perform the well site work then the Well Contractor will be requested to perform that portion of work under a contract change order. This unlikely circumstance could result in construction costs in excess of the construction budget requested in this staff report but should remain within the overall project budget. In this case staff will address the issue with Council at that time.

The requested construction budget of \$840,000 includes a contingency of 15%.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The project is being funded first through the Water Bond and Water Impact fees, and lastly with a loan from RDA. Any RDA funds will be paid back first and any new development will assist with funding through a reimbursement agreement or other mechanism.

Attachments: Summary of Bid Results

**Municipal Water Well No.7 Construction
Project No. 05-05
BID OPENING - Thursday, July 2, 2009
2:00 P.M.**

Engineer's Estimate: \$930,000

	Contractor	Base Bid Amount
1	Clyde G Steagall	\$728,800.00
2	Water Works Construction	\$762,742.00
3	Conco. West	\$779,000.00
4	BRC Construction	\$784,086.00
5	Sierra National	\$786,766.00
6	Mountainside Construction	\$792,520.00
7	Fort Bragg Electric	\$799,726.00
8	WPCS International	\$827,117.00
9	Pacific Mechanical	\$829,600.00
10	T&S Construction	\$840,000.00
11	Terracon Pipeline	\$872,424.68
12	JJM Engineering	\$882,847.00
13	Lister Construction	\$945,516.00



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nick Ponticello, City Engineer
SUBJECT: Approve Consultant Services Agreement Amendment No. 1 between the City of Winters and Callander Associates Landscape Architecture, Inc. for design services associated with the Putah Creek Bridge North Bank Improvements, Project No. 09-01 (Federal Project No. HPLUL-5110(024)).

RECOMMENDATION: Staff recommends the City Council 1) approve the negotiated Consultant Services Agreement Amendment No. 1 with Callander Associates Landscape Architecture, Inc. for design services associated with the Putah Creek Bridge North Bank Improvements, Project No. 09-01 (Federal Project No. HPLUL-5110(024)), and 2) authorize the City Manager to execute the Amendment in the amount of Forty-Three-Thousand Six-Hundred Seventy dollars (\$43,670).

BACKGROUND: In 2006, the City received approval of SAFETEA-LU High Priority/Demonstration funds in the amount of \$2,000,000, which were sponsored through Congressman Thompson's office. The federal funds are identified to implement a project that is tied to the bridge replacement project and will compliment those improvements. The components of the project are proposed to address the following:

- Provide access for bicycles and pedestrians to new bridge, rehabilitated railroad trestle bridge, neighborhoods and commercial centers;
- Provide for elderberry mitigation should existing elderberry bushes be disturbed during new bridge construction;
- Provide maintenance access for possible elderberry mitigation should existing elderberry bushes be disturbed during new bridge construction.

In January, the City received authorization to proceed with the environmental and design tasks.

On March 3, 2009, Council approved a design contract with Callander Associates and staff has been working with them on preparation of the Preliminary Environmental Study and the Schematic Design.

DISCUSSION:

Callander Associates worked with staff and other stakeholders along Putah Creek, to develop a schematic design consistent with the intent of the high priority/demonstration project, as well as the adopted Putah Creek Nature Park Master Plan. In conjunction with that, coordination with the projects planned by Rich Marovich and the Solano County Water Agency, and the City's Putah Creek Bridge Replacement project, was paramount.

During the preparation of the schematic design, it became apparent that additional scope items were necessary to fully develop the plan and coordinate with these other projects. Callander's Contract Amendment No. 1 addresses these concerns and the additional scope items are summarized below:

1. Putah Creek Projects Diagram: Per the City's request Callander will prepare a diagram showing the anticipated projects (Bridge, Perc Dam, Erosion Control, etc.) in the Putah Creek Nature Park, including the limits, anticipated construction timing, and a brief description of each of the projects.
2. Product Tour: Per the City's request, Callander coordinated and prepared an itinerary and facilitated a product field tour to assist in determining the north bank trail paving material.
3. Additional Committee Meeting: Per the City's request, Callander attended and presented the Final Schematic Design at one additional Winters Putah Creek Committee Meeting.
4. Project Phasing: At the request of the City, Callander explored the feasibility of extending the project budget to include the pedestrian bridge.
5. Additional Construction Documents: Based on the feasibility analysis, the construction documents will include additional work associated with the pedestrian bridge, which will be included as an Additive Alternate to allow the City flexibility in awarding within the available construction budget.

Staff agrees with these changes and requests council approval.

The Project Schedule shows completion of construction documents in December 2009 with construction starting in March 2010.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The project, including Callander's design services contract, is funded by City (Park Impact) and Federal Funds (Safety-Lu). With Amendment No. 1, the total contract amount will be 342,025.79, which is within the overall project budget.

Attachments: Callander Consultant Services Agreement Amendment No. 1

MAYOR:
Michael Martin
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Cecilia Curry



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Michael J. Sebastian
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

**CONSULTANT SERVICES AGREEMENT
AMENDMENT No. 1**

This Amendment is made and entered into this ____ day of August, 2009, and modifies AGREEMENT NO. 006-09, dated March 6, 2009, between the City of Winters and Callander Associates Landscape Architecture, Inc. for the design of the Putah Creek Bridge North Bank Improvements, Project No. 08-05.

This amendment changes the agreement as described below:

AMENDMENTS

The following sections shall be amended to read as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the CITY the Services described in Exhibits "A" and "A-1", which are the CONSULTANT'S Scope of Services, dated February 12, 2009, and Additional Services Authorization #1 - Revision #1, dated June 12, 2009, respectively. Consultant shall provide said services at the time, place, and in the manner specified by the Agreement and Exhibits.

2. PAYMENT. The basis for payment under this Agreement, for Services described in Exhibit "A", shall be Lump Sum, in accordance with the Cost Proposal included in Exhibit "B", but in no event shall total compensation exceed Two-Hundred-Ninety-Eight-Thousand Three-Hundred Fifty-Five dollars and Seventy-Nine cents (\$298,355.79), without the CITY'S prior written approval. The basis for payment under this Agreement, for Services described in Exhibit "A-1" (Tasks 1 - 5), shall be Lump Sum, in accordance with the Exhibit, but in no event shall total compensation exceed Forty-One-Thousand Six-Hundred Fifty dollars (\$41,650), without the CITY'S prior written approval. The above lump sum amount includes: salary, fringe benefits, overhead, profit, sub-consultant costs, and all other expenses incurred by the consultant. CITY shall pay CONSULTANT monthly based on the actual percentage (%) completed that month for each phase of work described in Exhibits "A" and "A-1". The basis for payment for reimbursable expenses associated with Services under Exhibit "A-1" shall be actual time and materials not to exceed Two-Thousand Twenty dollars. Total compensation for Services approved up through this Amendment shall not exceed Three-Hundred-Forty-Two-Thousand Twenty-Five dollars and Seventy-Nine cents (\$342,025.79), without the CITY's written approval.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

CONSULTANT

By: _____
John W. Donlevy, Jr., City Manager

By: _____
Benjamin W. Woodside, Principal

ATTEST: By: _____
Nanci G. Mills, CITY CLERK



Callander Associates
Landscape Architecture, Inc.

Via Email Only

June 12, 2009

ADDITIONAL SERVICES AUTHORIZATION # 1 – Revision #1

TO: Alan Mitchell
Senior Civil Engineer
Ponticello Enterprises
1216 Fortna Ave.
Woodland, CA 95776

Phone: 530-668-5883 ext. 205
Fax: 530-668-5893

**RE: PUTAH CREEK BRIDGE REPLACEMENT – NORTH BANK
IMPROVEMENTS /additional Committee meeting, tour, and surrounding
projects diagram, project phasing**

The following additional services will be provided on this project in accordance with our agreement dated March, 2009 and are considered an amendment thereto:

Scope

1. **Putah Creek Projects Diagram:** Per the City's request we will prepare a diagram showing the anticipated projects in the Putah Creek Nature Park. This diagram will show the limits, anticipated construction timing, and include a brief description of each of the projects.
2. **Product Tour:** Per the City's request we will coordinate and prepare an itinerary and attend with you and other interested parties a product field tour to assist in determining the north bank trail paving material.
3. **Additional Committee Meeting:** Per the City's request we will attend and present the Final Pre-Design at one additional "Winters Putah Creek Committee Meeting".
4. **Project Phasing:** Per our recent conversations and your request we will explore the feasibility of extending the project budget to include the pedestrian bridge. The base project will include the north bank trail, and an alternate will include the pedestrian bridge, the connection to Putah Creek Road and the south bank.

5. *Additional Construction Documents*: Per your request we will extend our construction document budget to include additional work associated with the increased project budget. This includes the North Bank Trail and pedestrian bridge. Total project cost is estimated at approximately \$2.1 million. Our original construction document level of effort was based on a project with a construction budget of \$1.55 million.

Compensation

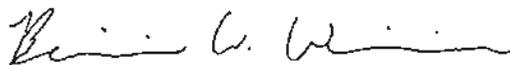
1. Putah Creek Projects Diagram	
Callander Associates (lump sum)	\$2,760
2. Product Tour	
Callander Associates (lump sum)	\$2,600
3. Additional Committee Meeting	
Callander Associates (lump sum)	\$2,470
4. Project Phasing	
Callander Associates (lump sum)	\$3,970
Wallace-Kuhl & Associates (lump sum)	\$1,250
5. Additional Construction Documents	
Callander Associates (lump sum)	\$28,600
Reimbursable expenses and surcharges (allowance of)	\$2,020
<hr/>	
Total Estimated Compensation	\$43,670

Schedule

Callander Associates will proceed to commence the above services upon receipt of a signed copy of this authorization.

Signatures

Agreed and authorized to proceed
for the City of Winters:



6/12/09

Benjamin W. Woodside, Principal	date	Alan Mitchell	date
Callander Associates Landscape Architecture, Inc.			

Attachment: - Standard Schedule of Compensation dated 2009 RC



Callander Associates
Landscape Architecture, Inc.

Standard Schedule of Compensation 2009 RC (Rancho Cordova)

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Senior Principal	\$201/hour	Construction Manager	\$120/hour
Principal	\$147/hour	Assistant 1	\$108/hour
Associate 1	\$142/hour	Assistant 2	\$100/hour
Associate 2	\$130/hour	Assistant 3	\$91/hour
Associate 3	\$117/hour	Assistant 4	\$85/hour
Project Manager 1	\$130/hour	Assistant 5	\$73/hour
Project Manager 2	\$117/hour	Assistant 6	\$68/hour
Project Manager 3	\$113/hour	Word Processor	\$85/hour
Project Manager 4	\$108/hour	Accounting	\$100/hour
Project Manager 5	\$100/hour		

Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

FeeSchedule2009RC(letterhead).doc
© copyrighted 2009 Callander Associates
Landscape Architecture, Inc.

311 Seventh Avenue
San Mateo, CA 94401-4259
T 650.375.1313
F 650.344.3290
www.callanderassociates.com

11180 Sun Center Drive, Suite 104
Rancho Cordova, CA 95670-6167
T 916.631.1312
F 916.635.9153
www.callanderassociates.com

Landscape Architecture
Urban Design
Land Planning
Park and Recreation Planning
Environmental Planning

Peter Callander, ASLA, Principal
Mark Slichter, ASLA, Principal
Brian G. Fletcher, ASLA, Principal
Erik Smith, ASLA, Principal
Benjamin W. Woodside, ASLA, Principal



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager *John*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution Confirming Delinquent Utility Bills

RECOMMENDATION:

City Council approve Resolution 2009-41 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

BACKGROUND:

The City of Winters bills each property owner for water and sewer services on a monthly basis. The Finance Department has procedures in place to collect charges that are not paid on a timely basis. This resolution allows for the amounts that are not collected through the normal billing process to be placed on the property owner's property as a lien, and be assessed to the property owner on the property tax bill issued by the County of Yolo. Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then are remitted to the City of Winters, thereby preventing accounts from becoming uncollectible.

FISCAL IMPACT:

None

RESOLUTION 2009-41

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
CONFIRMING DELINQUENT UTILITY BILLS

WHEREAS, the City of Winters provides utility services within the city limits;
and

WHEREAS, the Municipal Code of the City of Winters by its terms provides that
the owners of the respective real properties are the recipient of said services, and liable
for the costs therefor; and

WHEREAS, several of said property owners have failed to pay for said utility
services;

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

The City of Winters has delinquent accounts regarding the accounts and in the
amounts included on Attachment A.

PASSED AND ADOPTED by the City Council, City of Winters, this 4th day of
August 2009 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Mike Martin, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

City of Winters
Resolution 2009-41
Attachment A

Parcel #	Amount	Parcel #	Amount	Parcel #	Amount	Parcel #	Amount
003-142-010	498.44	003-494-047	139.61	003-341-008	171.60	003-175-005	109.34
003-502-007	534.62	003-445-008	171.60	030-371-007	171.60	003-480-041	171.60
038-201-007	245.64	003-401-006	171.60	003-423-013	171.60	003-160-014	171.60
003-473-006	590.94	003-463-009	197.92	003-501-012	168.94	003-201-008	171.60
030-371-002	172.24	003-513-017	151.59	003-281-013	171.60	003-423-007	193.53
003-295-001	171.60	038-190-052	144.76	003-273-007	346.24	003-463-012	171.60
003-510-016	270.16	003-480-062	176.63	003-143-008	346.24	003-491-009	171.60
030-382-008	226.03	030-361-029	20.00	003-360-012	230.13	003-501-031	171.60
038-205-017	350.37	003-523-003	68.20	003-516-003	172.57	003-462-004	171.46
003-410-016	387.06	003-462-007	81.40	038-201-006	181.70	003-450-005	171.60
003-221-001	154.97	038-180-040	171.60	003-421-010	96.76	038-180-010	171.60
003-441-016	171.60	003-341-029	262.14	003-462-017	167.71	038-170-017	263.08
038-180-028	171.60	003-204-007	258.62	030-371-022	153.67	003-480-051	263.08
003-402-014	171.60	003-271-026	263.09	003-410-025	171.42	003-360-016	263.08
003-380-029	171.60	003-403-022	446.03	003-341-020	171.57	003-442-017	271.27
003-516-009	168.21	003-130-009	311.87	003-171-009	69.83	030-371-009	171.76
038-204-013	171.60	003-464-005	107.93	003-401-002	20.00	003-144-004	1,167.98
030-392-010	137.92	038-170-011	88.44	003-153-017	164.41	003-242-001	263.91
030-392-005	159.79	003-524-007	171.95	003-204-006	357.18	003-424-026	171.60
003-516-003	172.57	003-393-012	179.92	003-360-015	310.89	003-444-001	260.45
003-510-015	154.97	038-203-001	194.95	030-372-001	171.60	003-466-006	263.08
003-274-006	171.60	003-341-032	154.76	003-380-008	171.60	003-242-016	209.40
038-202-002	171.60	003-183-036	145.53	003-380-003	171.60	003-272-011	263.08
038-205-014	171.60	038-180-029	372.29	030-372-006	171.60	003-404-009	256.48
030-392-008	171.60	038-205-005	196.24	003-471-012	171.60	003-441-001	263.08
030-381-006	171.60	038-190-018	182.44	003-480-026	171.60	003-492-010	263.08
030-381-007	154.93	030-372-013	180.73	003-492-026	171.60	003-380-012	263.08
038-170-018	754.81	003-473-013	371.40	003-466-005	171.60	003-410-032	263.08
003-201-015	465.45	038-170-006	280.30	003-480-040	171.60	003-524-017	217.05
003-473-008	242.19	030-392-007	154.97	003-441-003	171.60	003-512-004	244.55
003-460-013	183.29	003-524-007	171.95	003-492-003	253.88	038-190-008	263.08
003-182-085	332.44	003-510-009	209.53	003-4742-16	88.44	003-466-009	263.08
003-204-008	774.12	003-475-011	171.60	003-272-004	181.06	003-501-017	259.77
003-341-035	216.66	003-154-010	133.60	003-472-007	158.90	003-442-004	262.33
003-152-004	459.08	003-141-014	181.67	038-190-004	263.91	003-422-012	263.08
003-473-015	216.66	003-480-029	171.60	038-203-007	263.65	003-173-013	263.08
003-342-016	348.17	038-180-001	171.64	038-170-003	106.96	003-243-008	238.69
003-441-020	254.76	003-141-015	171.60	003-130-020	271.27	003-480-027	263.08
003-442-018	362.87	003-523-012	171.60	003-441-009	267.19	003-160-041	263.08
003-183-025	170.92	003-524-004	171.60	003-410-042	264.77	003-455-003	263.08
003-480-063	176.63	003-272-016	171.60	003-402-022	263.91		
003-442-022	171.60	003-272-016	171.60	003-501-006	109.34		



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager *John*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: State Mandated Cost Claiming Services

RECOMMENDATION:

City Council adopt Resolution 2009-42 A resolution of the City Council of the City of Winters approving a contract with AK & Company in the amount of \$3,000 to Prepare the SB90 Reimbursement of State Mandated Cost Claim for the City of Winters and authorize City Manager to execute said contract.

BACKGROUND:

The State of California has mandated that cities and counties must provide certain services and programs, and under state law, the State of California is required to reimburse the cost of providing those programs and services. Cities and counties must submit claims to the State of California in order to receive the reimbursement. The City of Winters began submitting claims in February 2002, and the state currently has remitted to the City of Winters approximately \$88,000. Although most of the mandates have been suspended in the current budget, the City must continue to file the claims in order to receive payment when the state budget includes the repayment of past claims, and the payment of current claims. The cost of submitting the claim to the state is reimbursed by the state.

FISCAL IMPACT:

The City will receive approximately \$6,000 in funds for the current fiscal year to offset the cost of providing services and programs. Our policy is to use these funds, when received, to help provide funding for our equipment replacement funds

ATTACHMENTS:

Consultant Services Agreement
Resolution 2009-42

RESOLUTION 2009-42

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS APPROVING A CONTRACT WITH AK & COMPANY IN
THE AMOUNT OF \$3,000 TO PREPARE THE SB90
REIMBURSEMENT OF STATE MANDATED COST CLAIMS FOR
THE City of Winters**

WHEREAS, the City finds it prudent to submit a claim to the State of California for reimbursement for the cost of state mandated programs; and

WHEREAS, AK & Company has presented the City with a proposal to prepare the claim for reimbursement of state mandated programs;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters hereby approves the contract with AK& Company in the amount of \$3,000 to file the claim for reimbursement for the cost of state mandated programs and authorizes the City Manager to execute the contract with AK & Company

PASSED AND ADOPTED by the City Council, City of Winters, this 4th day of August 2009 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

MAYOR:
Michael Martin
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Cecilia Curry



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Michael J. Sebastian
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 019-09**

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and AK & Company "(CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated June 26, 2009. Consultant shall provide said services at the time, place, and in the manner specified by the City of Winters and Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed dollars (\$3,000.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant



3531 Kersey Lane, Suite M
Sacramento, CA 95864-1506
p. 916-972-1666
f. 916-972-1666
email: akcompany@um.att.com

June 26, 2009

Ms. Shelly Gunby
Director of Financial Management
City of Winters
318 First Street
Winters, CA 95694-1923

Dear Shelly:

The City of Winters continues to have an opportunity to receive additional revenue through State-mandated cost reimbursement (SB 90). Therefore, I am pleased to submit for your consideration the enclosed proposal and agreement for ak & company's provision of SB 90 claiming services.

I will continue to utilize the claiming process I have developed over the past twelve years. To complete the Annual Claims, I will make a fall site visit to meet with you and department staff to discuss the eligible mandates and collect relevant information. To complete any New or Reinstated Claims, I will utilize e-mail, telephone and fax communications for data collection. If a claim is too multifaceted for this to be effective, I will complete another site visit to ensure the accuracy of data collected.

The enclosed proposal and agreement contain cost provisions for Annual Claims as well as any New or Reinstated Claims. The cost for the known, ongoing Annual Claims remains a Fixed Fee, with no increase for FY 2009-2010. The cost for New or Reinstated claims is a capped Variable Fee. Due to the varied level of complexity for each New Claim, it is difficult to accurately predict the actual effort involved in each filing. This fee structure is intended to ensure the most equitable pricing for the City of Winters.

To engage ak & company on behalf of the City of Winters, please review and return a signed copy of the enclosed Agreement. I will begin the upcoming year's claiming process immediately upon receipt of a signed Agreement.

Should you have any questions or observations on the enclosed materials, please contact me in Sacramento at 916 972 1666. I look forward to working with you and other City staff in the upcoming year.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Anita', written over a horizontal line.

Anita Kerezsi Worlow



3531 Kersey Lane, Suite M
 Sacramento, CA 95864-1506
 p. 916-972-1666
 f. 916-972-1666
 email: akcompany@um.att.com

INTRODUCTION

ak & company's experience and expertise in the preparation of State-mandated cost reimbursement claims can provide the City of Winters a substantial financial benefit. **ak & company's** goal for each client is the timely submission of complete, accurate and defensible claims eligible for the maximum amount of State reimbursement. The **company** utilizes a comprehensive project plan to define the schedules, methods, timeframes, and all required information needed to support the City's claims. This process enlists the assistance of the City's employees to collect more valid data and also elicits improved cooperation from City staff members.

ak & company presents this proposal as a company established in July, 2005. The principal, **ANITA KEREZSI WORLOW**, has over twenty-seven years of City, County and Special District experience. Most significantly, for the past twelve years Ms. Worlow has been responsible for the timely submission of local government mandated cost reimbursement claims and new market development. Additional local government experience includes employment as a contract lobbyist representing City and County interests, Controller for the CSAC Excess Insurance Authority, and Legislative Analyst with the California State of Association of Counties.

ak & company is based in Sacramento. Ms. Worlow is extremely knowledgeable about the State's legislative processes and will provide timely information regarding Legislative actions relevant to the City of Winters. She also attends the Commission on State Mandates' meetings and will keep the City informed of upcoming mandates and new test claims pertinent to the City of Winters.

As the Consultant filing claims on behalf of the City of Winters for the past twelve years, Ms. Worlow has the benefit of already being acquainted with the City staff involved in this claiming process. She and staff from each department affected by an eligible mandate have developed an efficient plan for relevant data collection in a timely manner.

2008-2009: A Review

Significant aspects pertaining to SB 90 mandate reimbursement occurred during the 2008-2009 fiscal year.

- **OMA/BAR and MRP Lawsuit** – In late 2008, the State Appellate Court upheld the State Superior Court's previously issued writ of mandate, finding that the legislation which rendered Open Meetings Act (OMA), Brown Act Reform (BAR) and Mandate Reimbursement Process (MRP) not reimbursable and the decisions of the Commission on State Mandates (CSM) effectuating that legislation were contrary to law. These decisions

require the CSM to set aside its prior actions. The FY 2009-2010 Budget Conference Committee adopted retention of these mandates. This action may allow up to four back years to be eligible for filing in FY 2009-2010. "Exhibit C" evidences the amount of the City's last OMA/BAR claim filed.

- **State Controller's Field Audits** – The State Controller's Office (SCO) continued to perform field audits typically targeted toward larger local agencies with higher dollar mandates. The SCO has also met with consultants to further delineate certain mandate components it will be reviewing more closely.

2009-2010: A Look Ahead

- **Mandate Funding** – On June 17, 2009, the Assembly Budget Committee released its Summary of 2009-2010 State Budget Conference Committee Actions. The Conference Committee generally adopted the Legislative Analyst's recommended revisions to an earlier May Revision proposal and includes funding to pay for various law-enforcement, tax administration and voting process mandates. Final budget action is pending.
- **New Mandates** - Currently, there are thirteen local agency Test Claims pending before the Commission on State Mandates. While it is certain that not all of these Test Claims will become reimbursable mandates, undoubtedly some will emerge as new SB 90 claims in FY 2009-2010. "Exhibit B" includes those most likely to be heard prior to the end of the fiscal year.

PRODUCTS AND SERVICES INCLUDED IN THIS PROPOSAL

The primary focus of **ak & company** is the timely filing of equitable state mandated cost reimbursement claims on behalf of the City of Winters. This timely filing will benefit the City by eliminating any late assessments against the claims submitted. **ak & company** will file all eligible mandated cost reimbursement claims included in Claiming Instructions issued during Fiscal Year 2009-2010. These include the Annual Claims - Exhibit A and any New or Reinstated Claims – Exhibit B (if any, for all eligible years).

The Professional Fees portion of this proposal contains cost provisions for Annual Claims as well as any New or Reinstated Claims. The cost for the known, ongoing Annual Claims remains a Fixed Fee.

The cost for New or Reinstated claims is a capped Variable Fee as it is not known how many, if any, mandates may be included in this provision. As part of the Annual Claims provision, **ak & company** will notify the City of Winters of the reimbursable components of any New or Reinstated claims. **ak & company** will not begin the data collection and claim preparation process until the City of Winters provides written direction to proceed. In order to ensure a timely filing, this direction must be provided within three weeks of the initial notification of each New or Reinstated Claim.

LOCATION AND DELIVERY OF SERVICES

Once a contractual agreement is reached, Ms. Worlow and the City's SB 90 coordinator will determine a mutually agreeable date and time for an on-site visit. During that visit, Ms. Worlow will discuss eligible mandates with appropriate departmental staff and establish a timeframe within which to obtain pertinent data. If the coordinator so desires, Ms. Worlow will then work directly with staff within each department and continue to apprise the SB 90 coordinator of progress made. Once the data has been collected, the actual work will be completed in Sacramento, with necessary telephone, e-mail and fax correspondence with City of Winters staff.

Upon completion of SB 90 claims for the City of Winters, Ms. Worlow will forward the claims to the City for review and signature. A copy of each claim will be included for the City's files. When the FAM-27 signature pages are returned, Ms. Worlow will hand deliver the signed claims to the State Controller's Office to ensure timely delivery. Once she has received the signed Claims Transmittal from the State Controller's Office, Ms. Worlow will forward a copy of the Transmittal to the City's SB 90 Coordinator to evidence submission of the City's claims.

PROPOSED WORK PLAN

ak & company's proposed work plan for the City of Winters is intended to be proactive and methodical. It has been Ms. Worlow's experience that cities which identify and track their mandated activities throughout the fiscal year receive fewer claim reductions and inquiries from SCO Auditors. **ak & company's** approach to all claims included in the proposed Agreement is as follows:

- Schedule at least one site visit per year to conduct meetings with individual departments affected by each mandate
- Establish a workable timeframe and plan for Staff collection of data to be submitted to the Consultant in order for the Consultant to submit the claims prior to the claiming deadline
- Review the timeframe according to the agreed upon schedule, and, if necessary, revise to accommodate City staff's timetables
- Advise the City of Winters staff regarding reliable and defensible types of source documentation
- Provide insight as to how other cities are interpreting and claiming each mandate to ensure that nothing is overlooked or omitted
- Collect relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all departments included in the City's claims
- Complete all eligible claims and provide the City with hard copies of the claims submitted
- Hand deliver all signed claims to the State Controller's Office
- Forward to the City of Winters a copy of the Claims Transmittal signed by the State Controller's Office and acknowledging receipt of claims
- If necessary, act as a liaison with the State Controller's Office in desk reviews or actual field audits.

ak & company's approach to any New Claims will involve this same process, with additional initial steps:

- Immediate notification to both the SB 90 Coordinator and affected departmental personnel once Parameters and Guidelines have been approved by the Commission on State Mandates
- Subsequent notification to these individuals once the State Controller's Office has issued Claiming Instructions, to include a summary of the Claiming Instructions and a data collection form
- Discuss possible reimbursement activity with the SB 90 Coordinator in order to determine whether or not the City of Winters wishes **ak & company** to begin the data collection process.



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REIMBURSABLE STATE MANDATED COST PROGRAMS - CITIES - JUNE 30, 2009

PROGRAM NUMBER	PROGRAM NAME
2	ABSENTEE BALLOTS
246	ADMINISTRATIVE LICENSE SUSPENSION
73	AIDS: SEARCH WARRANTS
213	ANIMAL ADOPTION
284	BINDING ARBITRATION
6	BRENDON MAGUIRE ACT
262	CRIME VICTIM'S DOMESTIC VIOLENCE INCIDENT REPORTS
266	DNA DATABASE
274	DOMESTIC VIOLENCE ARRESTS AND VICTIM ASSISTANCE
167	DOMESTIC VIOLENCE ARREST POLICIES AND STANDARDS
257	FALSE REPORTS OF POLICE MISCONDUCT
197	HEALTH BENEFITS FOR SURVIVORS OF PEACE OFFICERS AND FIREFIGHTERS
285	LOCAL RECREATIONAL AREAS: BACKGROUND SCREENINGS
41	MANDATE REIMBURSEMENT PROCESS
219	OPEN MEETINGS ACT/BROWN ACT REFORM
264	PEACE OFFICER PERSONNEL RECORDS: UNFOUNDED COMPLAINTS AND DISCOVERY
187	PEACE OFFICERS PROCEDURAL BILL OF RIGHTS
215	PHOTOGRAPHIC RECORD OF EVIDENCE
279	POST CONVICTION: DNA COURT PROCEEDINGS
255	POSTMORTEM EXAMINATION
127	RAPE VICTIMS COUNSELING CENTER NOTICES
120	STOLEN VEHICLE NOTIFICATION
163	THREATS AGAINST PEACE OFFICERS



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NEW/FIRST TIME CLAIMS: PENDING CSM PARAMETERS AND GUIDELINES:

LOCAL GOVERNMENT EMPLOYMENT RELATIONS (County of Sacramento and City of Sacramento) -
 Additional costs incurred by complying with the mandated PERB requirements

CRIME STATISTIC REPORTS FOR THE DEPARTMENT OF JUSTICE (City of Newport Beach and County of Sacramento) -
 Criminal Statistics Reporting Requirements and Requirements Spreadsheet

IDENTITY THEFT (City of Newport Beach) -

PROPOSED AMENDMENTS TO PARAMETERS AND GUIDELINES

OPEN MEETINGS ACT/BROWN ACT REFORM - (Reinstated Claim)

MANDATE REIMBURSEMENT PROCESS - (Reinstated Claim)

PENDING TEST CLAIMS:

CALIFORNIA PUBLIC RECORDS ACT (County of Los Angeles) -
 Actual costs of providing copies of public records to the public when those costs exceed the amount the local agency is allowed to charge

ESSENTIAL SERVICES BUILDINGS (Sacramento Metro Fire) -
 Added costs to comply with the additional requirements on an existing police or fire department building or altering of those essential services buildings

RESERVE PEACE OFFICER TRAINING (City of Kingsburg) -
 Additional POST training that is necessary due to changes in the law

PEACE OFFICERS PROCEDURAL BILL OF RIGHTS II (City of Newport Beach) -
 Changes in the Reimbursable Reimbursement Methodology

WASTE DISCHARGE REQUIREMENTS AND STORMWATER POLLUTION CONTROL REQUIREMENTS (LA County Cities) -
 Additional NPDES Permit costs

OPEN MEETINGS ACT II (City of Newport Beach) -
 Revisit reimbursable components

ETHICS TRAINING AND COMPENSATION FOR MEMBERS OF LOCAL AGENCY LEGISLATIVE BODIES (City of Newport Beach) -
 Additional costs to provide mandated ethics training

CRIME STATISTIC REPORTS FOR THE DEPARTMENT OF JUSTICE (City of Newport & County of Sacramento) - Amended Test Claim -
 Additionally required DOJ reports

Exhibit "B" Provided by Consultant

PROFESSIONAL FEES**COST FOR ANNUAL, AMENDED AND LATE CLAIMS**

ak & company will complete each element of this proposal as it relates to the Annual Claims due on February 16, 2010 for a Fixed Fee of three thousand dollars (\$3000). This includes one annual site visit and all fees and expenses incurred in the Annual Claim preparation process.

METHOD OF PAYMENT

ak & company will invoice the City of Winters for all work proposed in two equal installments: The first in July, 2009, or upon approval of the Agreement, and the second in February, 2010 following the filing of the Annual Claims.

COST FOR NEW OR REINSTATED CLAIMS

ak & company will complete each element of this proposal as it relates to any New or Reinstated Claims for which claiming instructions are issued during FY 2009-2010 for a Variable Fee of no less than four hundred dollars (\$400) and no more than two thousand dollars (\$2000) or 20% of the total value of all claim years filed, whichever is less. The fee will be based on actual time and reimbursable expenses incurred in the claim preparation process.

METHOD OF PAYMENT

ak & company will invoice the City of Winters in full for all work completed for each New or Reinstated Claim within thirty (30) days of each filing deadline.

Thank you for your consideration of this proposal for the City of Winters.

If this proposal and terms of the Agreement are acceptable to the City of Winters, please sign and return one copy of the enclosed Agreement to **ak & company**.

ANITA KEREZSI WORLOW

ak & company

3531 Kersey Lane, Suite M
Sacramento, CA 95864

Phone: 916 972 1666
Cell: 916 203 8211
Fax: 916 972 1666
Email: akcompany@um.att.com

EXHIBIT "C"

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest

in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : August 4, 2009

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

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

SUBJECT: Homeless Services Coordination Project Agreement

RECOMMENDATION:

That the City Council renew the Homeless Services Coordinator Agreement for three years and authorize the Mayor to execute the agreement.

BACKGROUND:

City staff has attended several meetings to better understand the process for selecting a cost-sharing three-year agreement.

- Request the governing body of each jurisdiction to authorize the new cost-sharing agreement between Yolo County, and cities of Davis, West Sacramento, Winters and Woodland. All cities, not including the City of Winters, and the county will each contribute 25% toward the total cost. The contract does recognize the City of Winters as an ongoing partner in this Project. The total contract amount for each of the three fiscal years is \$80,116.
- Homelessness issues of Yolo County are a very important issue that will need to have continued attention as the homeless population grows. Everyone was reminded that the City of Woodland is the county seat. It is the location where parolees are dropped off as well as the central location where homeless services and food program are located, creating disproportionate service issues.

FISCAL IMPACT:

None by this action.

AGREEMENT No. _____
(Agreement for the Homeless Coordination Project)

This Agreement, is made and entered into this 1st day of July, 2009, by and among the County of Yolo, a political subdivision of the State of California ("County"), and the City of Davis, City of West Sacramento, City of Winters, and City of Woodland, each of which is a municipal corporation ("City" or "Cities").

WITNESSETH

RECITALS:

- i. The parties hereto desire to continue activities begun on February 15, 1988 pursuant to Yolo County Agreement No. 88-36, and continued by Agreement Nos. 90-23, 93-154, 96-162, 99-297, 02-268, 05-275 and 06-284 to:
 - A. Improve and expand services to homeless and very poor citizens of Yolo County,
 - B. Increase funding for local agencies serving the homeless and very poor citizens of Yolo County,
 - C. Increase the efficiency with which grant funds are obtained and managed by these agencies; and
 - D. Develop and maintain the resources necessary for these agencies to fulfill their missions.
2. For this reason, the parties hereto enter into this Agreement.

AGREEMENTS:

1. COUNTY, in and for consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement, does hereby agree to furnish to the parties hereto, in fiscal year 2009/2010, the homeless services coordination and cold weather shelter services and materials as set forth in Attachments A (Homeless Coordinator Scope of Work), B (Yolo County Homeless Services Network), and C (Cold Weather Shelter Scope of Services), in accordance with the budget and cost shares set forth in Attachments D (Budget) and E (Cost Shares).

Each of the parties shall participate in the Yolo County Homeless and Poverty Action Coalition as set forth in Attachments A – E.

The foregoing notwithstanding, Director of the Department of Employment and Social Services of COUNTY ("Director") and the Managers of the CITIES may, by written agreement, modify the budget and cost shares set forth in Attachments D and E, the Homeless Coordinator Scope of Work set forth in Attachment A and/or the Cold Weather Shelter Scope of Services set forth in Attachment C.

For each year after fiscal year 2009/2010, the COUNTY shall submit to the CITIES each year by August 15th final reports for both the homeless coordinator's activities and cold weather shelter services.

2. Licenses:

COUNTY shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice expert professional services required in this Agreement.

3. Standards:

COUNTY shall perform the services described in a professional and business-like manner. All work products shall be prepared in accordance with the standards of quality satisfactory to the CITIES.

4. Personnel:

COUNTY shall assign only competent personnel to perform services pursuant to this agreement.

5. Exculpatory Clause:

Each party (the indemnifying party) shall indemnify, defend, and hold harmless the other parties, their officers, agents, employees, and volunteers from and against all claims, demands, losses, damage, liability, cost and expenses of whatsoever nature including court costs and counsel fees accruing or resulting to any person, firm, or corporation who may be injured by the acts or omissions of the indemnifying party in the performance of this Agreement.

6. Records:

COUNTY shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each CITY at any reasonable time during the performance of this Agreement and for a period of three (3) years from and after the date of final payment.

7. Independent Contractor:

It is specifically understood and agreed that the COUNTY is an independent contractor and is not subject to the direction and control of any CITY except as to the final result. COUNTY shall be solely liable and responsible to pay all required taxes and other personnel and retirement obligations, including, but not limited to, withholding and Social Security. COUNTY agrees to indemnify and hold each CITY harmless from any such liabilities that it may incur to the Federal or State governments as a consequence of this contract.

8. Time:

Time is of the essence of this Agreement.

9. Alteration:

The parties reserve the authority to modify the terms of this Agreement, however, no alteration or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the parties hereto.

10. Laws:

The COUNTY shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The COUNTY shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

11. Successors:

This Agreement shall inure to the benefit and bind the successors of each of the parties.

12. Payment:

Each party hereto, for and in consideration of the covenants, conditions, agreements, and stipulations herein expressed, does hereby agree to pay the sums set forth in Attachment E (Cost Shares) by December 31st of each contract year. Any unexpended funds shall be returned to the cities according to the Cost Shares set forth in Attachment E no later than November 30th of each contract year.

13. Term:

The term of the Agreement shall commence July 1, 2009 and shall continue through June 30, 2012. Any party, at its sole option, may rescind their agreement to participate in this project for the forthcoming fiscal years by providing written notice to the other parties by May 15th of the proceeding fiscal year.

14. Amendment:

This Agreement may be amended only by written instrument signed by each party.

15. Notice:

All notices authorized or required by this Agreement shall be deemed to be served and effective for all purposes on the date on which they are reduced to writing and deposited in the United States mail, postage prepaid and addressed as follows:

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695

Bill Emlen, City Manager
City of Davis
23 Russell Boulevard
Davis, CA 95616

County of Yolo
DESS Director
25 North Cottonwood Street
Woodland, CA 95695

Toby Ross, City Manager
City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

Mark Deven, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

John W. Donlevy, Jr., City Manager
City of Winters
318 First Street
Winters, CA 95694

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

COUNTY OF YOLO

By _____
Mike McGowan, Chair
Board of Supervisors

ATTEST:
Ana Morales, Clerk
Board of Supervisors

By _____
Deputy
(Seal)

Approved as to Form:

By _____
Robyn Truitt Drivon, County Counsel

CITY WEST SACRAMENTO

By _____
Christopher Cabaldon, Mayor

ATTEST:

By _____
Kryss Rankin, City Clerk
(Seal)

CITY OF DAVIS

By _____
Ruth Asmundson, Mayor

ATTEST:

By _____
Zoe S. Mirabile, City Clerk
(Seal)

CITY OF WINTERS

By _____
Michael Martin, Mayor

ATTEST:

By _____
Nanci Mills, City Clerk
(Seal)

CITY OF WOODLAND

By _____
Marlin H. "Skip" Davies, Mayor

ATTEST:

By _____
Sue Vanucci, City Clerk
(Seal)

ATTACHMENT A
HOMELESS COORDINATOR
SCOPE OF WORK

July 1, 2009 through June 30, 2010

The Contractor will carry out duties with the goal of eliminating gaps in services as identified by the Homeless and Poverty Action Coalition (“Coalition”). In addition, the Contractor shall provide the following services:

1. Identify and research grants, and work with the Coalition to develop grant applications, to support the work of the Coalition and its member agencies with a focus on collaborative grant opportunities. Grants (when available) shall include but are not limited to:
 - Community Development Block Grant
 - Federal Emergency Shelter Grant
 - Supportive Housing Program/Continuum of Care
 - Emergency Housing Assistance program
 - Emergency Food and Shelter Program
 - Community Services Block Grant

Grant writing for individual agencies is permitted if it addresses an identified gap in services and award amounts will be counted toward performance measures contained in Exhibit E of this agreement.

The grants should be federal, state, local and private.

- a. Research and present, orally and in writing, funding opportunities that are current and available to Coalition member agencies at the monthly Coalition meeting. Funding opportunities may be federal, state, local and private and may, but need not be, collaborative in nature. Information on funding opportunities may be used by Coalition member agencies to write their own grant applications to these funding opportunities.
 - b. Maintain a log in Excel spreadsheet form of grants identified, researched and presented to the Coalition. In addition to other relevant information, the log shall contain:
 - the name of the grants applied for
 - the grants received by agency and by amount, and
 - a cumulative total of grant funds applied for and received.
2. Participate in fundraising activities upon request.
 3. Write and/or coordinate submission of grant proposals, making sure that all requirements are met, and, if approved, following through until funds are received. The Coordinator is responsible for coordinating and writing collaborative proposals, including but not limited to obtaining signatures and local government approvals. When the Coordinator writes and coordinates individual proposals as approved by the County and the Homeless Coalition to

address a gap in services, the Coordinator is responsible for obtaining signatures and local government approvals. For all individual proposals written by an applicant agency, the Coordinator is responsible for reviewing and providing technical assistance; applicant agency is responsible for obtaining signatures and approvals.

4. Write and coordinate the submission of a high quality annual Continuum of Care plan to the Federal Department of Housing and Urban Development (HUD).
5. Plan an annual assessment of need and track resulting action plan to ensure goals are addressed.
6. Attend monthly Coalition meetings and Continuum of Care meetings as scheduled and provide information as requested by the Coalition. The Coalition currently meets the fourth Wednesday of each month.
7. When requested, meet with the Coalition Chair and designated County representative(s), to provide updates on the activities included in the monthly report and upcoming events.
8. Coordinate meetings no less than twice per year with representatives from the County and Cities as requested by the Director, to provide information on current issues, including trends in funding, and gain an understanding of each community's concerns and priorities.
9. Assist the Homeless and Poverty Action Coalition with public relations as requested by the Director, e.g., by speaking about research and analysis at public forums, writing letters and reports to funding sources, and writing articles and press releases for local papers.
10. Provide written monthly reports and a final report at the end of each fiscal year in a format specified by the County, including information showing compliance with performance measures contained in **Exhibit E** of this agreement and set forth in the contract. Monthly reports are due with Contractor's monthly billing, no later than the 15th of the month. The annual report is due no later than 30 days after the end of the County fiscal year. Contractor shall provide monthly reports and billing to DESS' Financial Management Division and the Assistant Director of DESS' Children and Adult Services Division. Contractor shall also send copies of the reports to the Coalition Chair, and the City Managers, or designees, for the cities of Davis, West Sacramento, Winters, and Woodland.

ATTACHMENT B

YOLO COUNTY HOMELESS SERVICES NETWORK

INTAKE AND ASSESSMENT

- Yolo County Department of Employment and Social Services: Information and Referral
- Yolo County Department of Alcohol, Drug, and Mental Health Services
- Yolo Wayfarer Center
- Davis Community Meals: Resource Center
- Broderick Christian Center West Sacramento: Emergency Services
- Yolo Community Care Continuum
- Sexual Assault and Domestic Violence Center: Therapy Services
- Short Term Emergency Aid Committee (STEAC): Access Line

EMERGENCY SHELTER

- Sexual Assault and Domestic Violence Center
- Yolo County Cold Weather Shelter
- Davis Community Meals: Emergency Shelter
- STEAC: Motel Vouchers, Eviction Prevention, Utility Assistance

EMERGENCY SUPPORT

- Yolo Wayfarer Center: Food Closet, Clothes Closet, and Hot Meals
- Yolo County Hunger Coalition: Supported Food Closets
- Broderick Christian Center: Emergency Services/Day Shelter
- Davis Community Meals: Day Shelter/Resource Center
- Winters Food Closet
- STEAC: Food, Clothing, and Furniture Closet
- Woodland Volunteer Food Bureau

ATTACHMENT C
COLD WEATHER SHELTER
SCOPE OF SERVICES
FOR
FALL AND WINTER 2009/2010

Following are the minimum service requirements of this contract:

The Contractor will provide Cold Weather Shelter services in the following manner:

1. The Cold Weather Shelter and related services will be provided at 207 Fourth Street in Woodland, California.
2. The Shelter shall be open a total of 120 nights per program year, from November 15th to March 15th unless, with consent of the Director, weather conditions warrant a later or earlier opening or closing date.
3. The Shelter shall provide not less than 20 beds per night.
4. Contractor shall provide the following items to cold weather shelter clients staying at the shelter:
 - a. On site breakfast each morning.
 - b. Necessary personal cleaning and hygiene items, including but are not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs, and toilet paper.
 - c. Case management after five nights of shelter services. Upon the fifth night of receiving shelter services, each client must meet with a case manager who completes a full intake, which includes client's history of homelessness, employment and income. Staff then helps client identify goals to reach independence and develops a plan to assist client in reaching those goals.
 - d. Help with accessing resources including SSI, disability, Veterans benefits, medical assistance, employment and housing assistance. Contractor shall assist up to 65% of the clients seeking emergency shelter in obtaining income and housing.
5. Hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week.
6. The Contractor shall ensure that:
 - a. Loitering is prohibited in the vicinity of the Shelter.
 - b. Drugs and alcohol are prohibited within, and in the vicinity of the Shelter.
 - c. All disturbances will be reported immediately to the appropriate jurisdiction's law enforcement agency.
 - d. The area around the Shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.
7. The Shelter shall be open to all persons, regardless of race, religion, sex, and age, and

that any denial of access to the Shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules, and/or lack of need criteria.

8. The Shelter shall be operated in a manner consistent with municipal fire safety regulations and occupancy requirements.
9. An operable telephone and emergency phone number shall be available at all times during operation of the Shelter.
10. Should the Contractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the Contractor shall immediately notify the Director.
11. The Contractor shall notify the Director and the CITIES immediately if Contractor deems it advisable to change the Shelter location from the approved site. Contractor shall not change the Shelter location without the approval of the Director.
12. Closure: The Contractor may determine that closure of the Shelter is advisable due to the following conditions:
 - a. Unusually warm weather
 - b. Lack of guests
 - c. Conditions which render the Shelter building unsafe for occupancy

If Director approves action to close the Shelter, the Contractor shall notify the Director and the CITIES by the next business day following closure as to the plans for reopening the Shelter, if any.

ATTACHMENT D
BUDGET STATEMENT

Fiscal Year 2009/2010

Homeless Coordinator	\$40,116.00
Cold Weather Shelter	<u>\$40,000.00</u>
Total FY 2009/2010	\$80,116.00

Fiscal Year 2010/2011

Homeless Coordinator	\$40,116.00
Cold Weather Shelter	<u>\$40,000.00</u>
Total FY 2010/2011	\$80,116.00

Fiscal Year 2011/2012

Homeless Coordinator	\$40,116.00
Cold Weather Shelter	<u>\$40,000.00</u>
Total FY 2011/2012	\$80,116.00

ATTACHMENT E

COST SHARES

For Fiscal Year 2009/2010, and each fiscal year thereafter

Jurisdiction	Cost Shares	FY 2009/2010		
		Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	25%	\$20,029	0	\$20,029
City of West Sacramento	25%	\$10,043.50	\$9,985.50	\$20,029
City of Woodland	25%	\$10,043.50	\$9,985.50	\$20,029
County of Yolo	25%	0	\$20,029	\$20,029
Total	100%	\$40,116	\$40,000	\$80,116



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk
SUBJECT: Claim Against the City of Winters - Louie

RECOMMENDATION:

It is recommended that the City Council deny the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

Anytime the City of Winters has a claim filed, we deny and refer to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$1,000 deductible, with any costs in excess to come from funds pooled at the JPA.

ATTACHMENTS

Claim for Damages
Notice of Rejection of Claim by the City of Winters



Est. 1875

CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) CITY OF WINTERS

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled out not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT GEORGE S. LOUIE		Date of Birth of Claimant 9/27/46
Home Address of Claimant City and State 2010 Peachtree street West Sacramento, CA 95691		Occupation of Claimant N/A
Business Address of Claimant City and State N/A		Home Telephone Number contact thru lawyer
		Business Telephone Number contact thru lawyer
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: Keith D. Cable, Esq. Tel. (916) 608-7995 CABLE GALLAGHER, 101 Parkshore Dr. #100, Folsom, CA 95630		
When did DAMAGE or INJURY occur? Date 7/12/09 Time daytime	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 74 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date NONE		

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks. see attachment to claim form for street names/corners of non-compliant curb ramps and sidewalks. Parks include "Rotary Park" and "City Park".

Describe in detail how the DAMAGE or INJURY occurred:
claimant encountered numerous architectural barriers on city property which have violated his civil rights under the ADA, Unruh Act, & Disabled Persons Act. see Attachment to Claim Form.

Names of any employees involved in INJURY or DAMAGE: UNKNOWN

Why do you claim the Entity is responsible?
The City of Winters has violated claimant's civil rights under the ADA, Unruh Act and Disabled Persons Act by maintaining architectural barriers which are discriminatory to the mobility of disabled.

SEE ATTACHMENT

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care...\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____
General Damages.....\$ _____	
Total damages incurred to date.....\$ _____	

Total amount claimed as of date of presentation of the claim: \$ 192,000 + attorney's fees and costs. (\$4,000 per violation, as provided under the (Harbin Act) SEE ATTACHMENT

Was damage and/or injury investigated by police? NO If so, what city? _____
Were paramedics or ambulance called? NO If so, name city or ambulance _____
If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

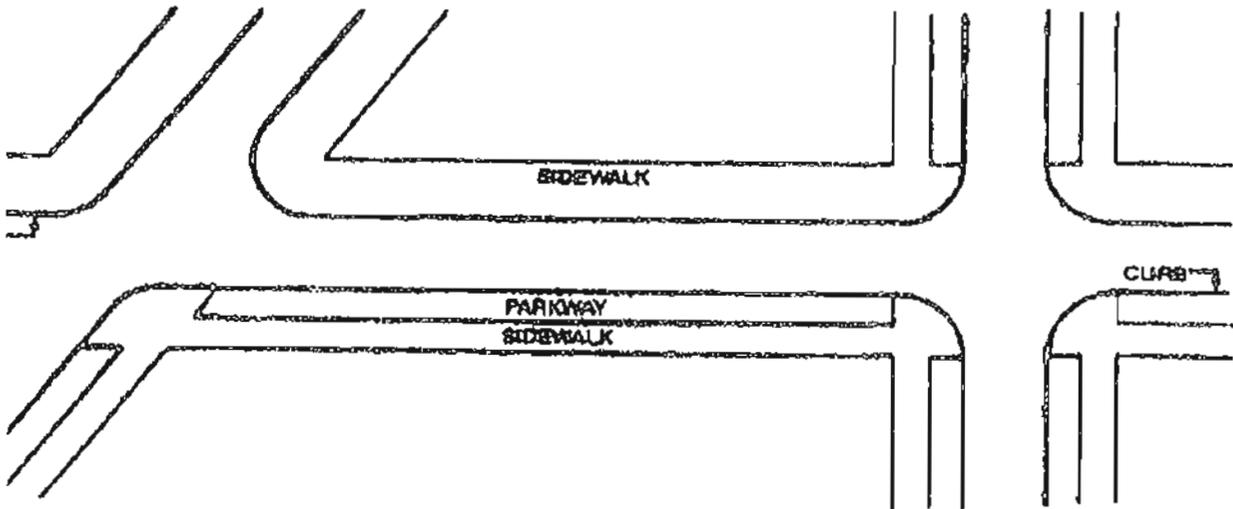
Name George S. Louie Address Contact through attorneys
Name (claimant) Address _____ Phone _____
Name _____ Address _____ Phone _____

DOCTORS and HOSPITALS

Hospital NONE Address _____ Date Hospitalized _____
Doctor _____ Address _____ Date of Treatment _____
Doctor _____ Address _____ Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.
NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: [Signature]
PRINT Name: Keith D. Cable
Attorney for Claimant
Date: 7/13/09

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presently, this claim is a felony (Pen. Code Sec. 72)

ATTACHMENT TO CITY OF WINTERS CLAIM FOR DAMAGES

On July 12, 2009, Claimant George S. Louie, a resident of the City of West Sacramento and a disabled individual who requires the use of a wheelchair, encountered numerous architectural barriers in and around the City of Winters, including, but not limited to, inaccessible and/or non-compliant public parks (Rotary Park and City Park), inaccessible picnic tables, inaccessible public rights-of-way, and inaccessible and/or non-compliant sidewalks, curb ramps and curb cuts. The list of non-existent and/or non-compliant City curb cuts and inaccessible sidewalks Claimant encountered are provided in the attached list. See "Winters, CA Sidewalks Claim".

The City parks with ADA/Unruh Act violations and which Claimant visited include:

Rotary Park (inaccessible picnic tables; lack of accessible park benches; non-existent paths of travel or paths of travel requiring the mobility disabled to travel through dirt or grass; excessively sloped ramp at park gazebo and lack of accessible path of travel to gazebo)

City Park (inaccessible picnic tables and benches; non-existent paths of travel or paths of travel requiring the mobility disabled to travel through dirt or grass)

On information and belief, all public facilities, parks and rights-of-way of the City of Winters, including all public parks, sidewalks, curb ramps and curb cuts were built after the passage of the Americans with Disabilities Act of 1990 ("ADA"), or were substantially renovated after 1990. Yet, the City facilities and property is/are rife with architectural barriers violative of the ADA, as well as California's Unruh Civil Rights Act ("Unruh Act") and Disabled Persons Act ("DPA"). The architectural barriers described by Claimant herein have resulted in Claimant having his civil rights violated under the federal ADA and Rehabilitation Act of 1973, as well as under the Unruh Act and DPA.¹

Title II of the ADA prohibits discrimination by public entities on the basis of disability. Title II provides, in pertinent part, that:

"No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity."

¹ Similarly, the Rehabilitation Act of 1973 prohibits discrimination under any program receiving federal funding. Its state counterpart, Cal. Gov. Code § 11135, prohibits discrimination under any program receiving state funding. Claimant believes the City of Winters receives state and federal funding.

The City of Winters is a public entity under Title II of the ADA and has more than 50 employees. Public entities with more than 50 employees were required to have completed a self-evaluation and an ADA Transition Plan by January 26, 1992. See 28 CFR § 35.105; 35.150(d). Moreover, the ADA deadline for completing the improvements listed in the transition plans was January 26, 1995. For ADA compliance purposes, any facility where construction commenced after January 26, 1992 is considered "new" or "post-ADA". Post-ADA facilities must fully comply with the ADA and be "readily accessible to and usable by" persons with disabilities.

In Barden v. City of Sacramento, 292 F.3d 1073 (9th Cir. 2002), the Ninth Circuit held that public city sidewalks are a "program, service or activity" subject to the accessibility requirements of Title II of the ADA.

A violation of the federal ADA is also a violation of the Unruh Act and DPA. The Unruh Act provides for minimum statutory damages of \$4,000 for each violation encountered or incident of deterrence. Claimant is not required to prove intentional discrimination in order to avail himself of statutory damages provided by the Unruh Act. See Munson v. Del Taco, ___ Cal. 4th ___ (2009) (California Supreme Court, June 11, 2009). The ADA, Unruh Act and DPA also provide for injunctive relief and reasonable attorney's fees incurred in prosecuting the action. Due to the deterrent effect of the barriers, daily damages of \$4,000 for ongoing ADA/Unruh Act violations is allowable. See Botosan v. Fitzhugh, 13 F. Supp. 2d 1047 (S.D. Cal. 1998).

On information and belief, the City of Winters has still not developed or adopted a comprehensive ADA Transition Plan relative to city facilities, properties, and rights-of-way, and the architectural barriers encountered by Claimant have not been remedied. **In fact, the City of Winters admits that at least 50 city curb ramps violate the ADA.** See attached printout taken from www.cityofwinters.org

Finally, nothing in the ADA requires a claimant to personally encounter all barriers in order to seek an injunction to remove those barriers. Pickern v. Holiday Quality Foods Incorporated, 293 F.3d 1133, 1138 (9th Cir. 2002); Wilson v. Pier 1 Imports, 413 F. Supp. 2d 1130, 1133 (E.D. Cal. 2006). A claimant asserting an ADA claim has standing to seek injunctive relief for the removal of any barriers to access that he did or would encounter due to their disability. Doran v. 7-Eleven, Inc., 524 F.3d 1044-45 (9th Cir. 2008).

3. Occurrence or event from which claim arises:

Winters, CA Sidewalks Claim

Location	Number of Violations	Dates	
Luis Pl & Apricot Ave	2 corners	7/12/09	
Pear Pl & Apricot	2 corners	7/12/09	
Cemetery Dr & Grant Ave	2 corners	7/12/09	
E. Grant Ave & Walnut Ln	2 corners	7/12/09	
Dutton St. & E. Grant Ave	2 corners	7/12/09	
E. Main St & Morgan St	1 corner	7/12/09	
Grant Ave & Road 90	2 corners	7/12/09	
First St. & Wolfskill St	1 corner	7/12/09	

Winters, CA Sidewalks Claim

Location	Number of Violations	Dates	
Emery & Russel	2 corners	7/12/09	
Emery & Main	2 corners	7/12/09	
Abbey & Haven	4 corners	7/12/09	
Main & Haven	2 corners	7/12/09	
Rosa & Hemenway	4 corners	7/12/09	
Hemenway & Lenis	2 corners	7/12/09	
Hemenway Anderson	1 corner	7/12/09	

3. Occurrence or event from which claim arises:

Winters Public Parks Violation Claim

Location	Number of Violations	Dates	
Rotary Park	12+ Violations	7/12/09	
City Park	21* Violations	7/12/09	

Non-ADA Ramps



**The City has at least 50
location City-wide needing
replacement**



August 4, 2009

“NOTICE OF REJECTION OF CLAIM BY THE CITY OF WINTERS”

TO: George S. Louie c/o Keith D. Cable, Esq., CABLE GALLAGHER
101 Parkshore Drive, #100
Folsom, CA 95630

NOTICE IS HEREBY GIVEN that the claim which you presented to the City Clerk of the City of Winters on July , 2009 was rejected by the City Council of the City of Winters at its regular meeting on August 4, 2009.

WARNING

Subject to certain exceptions, you have only six (6) months from the date the notice was personally delivered or deposited in the mail to file a State court action on the claim (refer to State of California Government Code Section 945.6). Your time for filing an action in Federal court may be less than six months.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Sections 128.5 and 1038 of the California Code of Civil Procedure, the City of Winters will seek to recover all costs of defense in the event an action is filed in the matter and it is determined that the action was not brought in good faith and with reasonable cause.

All further inquiries should be directed to YCPARMIA, 77 West Lincoln Avenue, Woodland, California, 95695.

Sincerely,

Nanci G. Mills
Director of Administrative Services

cc: YCPARMIA

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

COUNCIL MEMBERS
Cecilia Aguilar-Curry
Harold Anderson
Tom Stone

MAYOR
Michael Martin
MAYOR PRO TEM
Woody Fridae

CITY CLERK
Nanci Mills
TREASURER
Michael Sebastian

CITY MANAGER
John W. Donlevy, Jr.



TO: Honorable Mayor and Council Members
DATE: August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nicholas J. Ponticello, City Engineer
SUBJECT: Construction Contract for Grant Ave. (SR128) Widening and Safety Improvements, Project No. 09-01; Federal Aid Project No. ESPL 5110 (027).

RECOMMENDATION: Staff recommends the City Council (1) award the construction contract for Grant Ave. (SR128) Widening and Safety Improvements Project, Project No. 09-01/Federal Aid Project No. ESPL 5110 (027) to Teichert Construction in the amount of \$282,306.40; (2) authorize the City Manager to execute the Contract on the City's behalf; and (3) authorize expenditures in the amount of \$325,000 for construction.

BACKGROUND: The City submitted a priority list of federally-eligible transportation projects in anticipation of receiving Federal Stimulus funds (American Recovery and Reinvestment Act - ARRA). At the YCTD Board of Directors meeting, held on February 9, 2009, the TAC's recommendation to provide Winters with additional funds taken from other jurisdiction fund allocations to support a \$400,000 Winters Stimulus Project, was approved.

On April 7, 2009, Council approved a \$455,000 project budget for the Grant Avenue Widening and Safety Improvements Project, with \$400,000 in ARRA funds and \$55,000 in TDA funds. The design was completed by Laugenour and Meikle and Caltrans issued the Notice to Proceed with Construction on June 23, 2009. An Encroachment Permit was issued shortly thereafter.

The construction documents were advertised for bid and the bid opening was held on July 23, 2009. Two bids were received. The results are attached for review.

Based on the bid results, it is recommended that the contract be awarded to Teichert Construction as the low responsive, responsible bidder, in the amount of \$282,306.40. The requested amount for construction expenditures (\$325,000) includes a 15% contingency, which is typical for this type of project.

Construction should commence in late August with completion slated for late November.

The City Engineer will provide construction inspection and management, in conjunction with Caltrans inspection.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The construction is funded through ARRA (\$400,000 available).

Attachments: Bid Results



**GRANT AVENUE WIDENING & SAFETY IMPROVEMENTS
PROJECT NO. 09-01/FEDERAL AID PROJECT NO. ESPL 5110 (027)
BID OPENING – THURSDAY, JULY 23, 2009 AT 2:00 P.M.**

CONTRACTOR	TOTAL BASE BID
A. Teichert & Son Inc. dba Teichert Construction	\$282,306.40
Vintage Paving Co.	\$285,654.00
ENGINEER'S ESTIMATE	\$360,657.50

OPENED BY: Nanci Mills, City Clerk

READ BY: Nanci Mills, City Clerk

WITNESSED BY: Alan Mitchell, P.E. & Kari Loth



CITY COUNCIL / COMMUNITY DEVELOPMENT AGENCY STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE : August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Public Hearing and Consideration of HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Project Funding Assistance for Multifamily Project in Support of Affordable Housing, Resolution 2009-40

RECOMMENDATION:

Staff recommends that the City Council and Community Development Agency take the following actions: (1) receive the staff report, (2) conduct the public hearing, and (3) adopt Resolution No. 2009-40 approving a HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Program Funding Assistance for Multifamily Project in the amount of \$2,100,000 for the Fiscal Year 2009-2010.

BACKGROUND:

Staff is working with the project developer (Pacific West Companies) to prepare a HOME Grant application for funding assistance in support of a proposed Orchard Village multi-family rental project. The total estimated cost of the project is \$19,359,427.

In conjunction with this project, at the May 19, 2009 City Council meeting, the Community Development Agency approved Resolution 2009-30 which authorized the Executive Director to Execute an Owner Participation Agreement (OPA) with Central Valley Coalition for Affordable Housing (CVCAH), a California Non-Profit Public Benefit Corporation for the development of the Orchard Village Affordable Housing Project. As a provision of the OPA, the CDA committed to financial assistance to the development consisting of a grant from the 2007 tax exempt bond proceeds from the Agency, not to exceed \$1,300,000.

DISCUSSION:

Under the current Notice of Funding Availability (NOFA) for HOME program, the maximum grant is \$2,100,000. Staff proposes that the City apply for the recommended maximum grant amount for the 2009-2010 funding cycle. The grant application includes additional funding for Activity Delivery and General Administration, as allowed by HOME guidelines. Based on the program guidelines outlined in the Notice of Funding Availability (NOFA), if the California Department of Housing and Community Development (HCD) approves the grant application, the City of Winters and the project developer would have approximately forty two (42) months from the date of the HOME

committee meeting (approval) to the final expenditure deadline (project completion). The local funding commitment of the \$1,300,000 grant funded through the Community Development Agency (CDA) housing bond proceeds provides the project with local dollar leverage, which enhances the application's scoring.

ALTERNATIVES:

The City Council and Community Development Agency have the option of not submitting a HOME application; however, staff would not recommend this alternative as funding for affordable housing is difficult to obtain. If the City is successful in its' HOME grant application, it would provide the developer with significant funding needed to complete the project.

FISCAL IMPACT:

The City would incur an expense of \$1,300,000 for this project with the funding commitment from the Community Development Agency housing bond proceeds should the project secure the other funding needed to complete the project.

ATTACHMENTS:

Resolution 2009-40
Public Hearing Notice

RESOLUTION NO. 2009-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETOP, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from, the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on June 1, 2009 the Department issued a 2009 Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, in response to the 2009 NOFA, the City of Winters, a municipal corporation (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW, THEREFORE BE IT RESOLVED that:

1) In response to the 2009 NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed **TWO MILLION ONE HUNDRED THOUSAND** dollars (\$2,100,000) for the following activities and/or programs:

Up to 74 units of affordable rental new construction apartments including one, two, three and four bedroom units to be located in the City of Winters.

2) If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its' application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3) The applicant authorizes the City Manager or his designee(s) to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED by the City Council, City of Winters, the 4th day of August, 2009 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

NOTICE OF PUBLIC HEARING FOR THE HOME INVESTMENT
PARTNERSHIPS PROGRAM GRANT (HOME) PROGRAM

Notice is hereby given that the City of Winters scheduled a public hearing on Tuesday, August 4, 2009, at 7:30 p.m., or as soon thereafter as the matter may be heard in the City Council Chambers at City Hall, 318 First Street, Winters, California, to discuss the fiscal year 2009-10 HOME Investment Partnerships Grant program and to solicit citizen input, and to consider adoption of Resolution 2009-40 approving a HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Program Funding Assistance.

The purpose of the public meeting will be to give citizens an opportunity to make their comments known. If you are unable to attend the public meeting, you may direct written comments to the City of Winters, Community Development Agency, 318 First Street, Winters, CA 95694 or you may telephone Dan Maguire at 530-795-4910, extension 118 with questions or comments. In addition, general HOME information is available for your inspection at the above office address between the hours of 8:00 a.m. and 5 p.m. on weekdays in the public information files.

Maximum award limits normally include a total of \$100,000 per application for Administration and Activity Delivery components combined. Up to \$2,000,000 per application may be awarded from the Rental New Construction Project component. For fiscal year 2009-10 the maximum award is \$2,100,000. The major activity categories are Housing rehabilitation, new construction, and acquisition and rehabilitation, for both single-family and multifamily projects.

The City of Winters promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, familial status (children) or handicap.

City of Winters
Published July 23, 2009
Published July 30, 2009



TO: Honorable Mayor and Council Members
DATE: August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Bruce Muramoto, Chief of Police; Scott Dozier, Fire Chief *B. Muramoto*
SUBJECT: Award of construction contract for Public Safety Facility Project
(Project 05-03)

RECOMMENDATION:

Staff recommends that the City Council (1) award a construction contract for the Public Safety Facility (Project 05-03) to Bobo Construction, Inc. in the amount of Six Million Three Hundred Sixty Six Thousand (\$6,366,000.00); (2) authorize expenditures in the amount of Eight Million Dollars (\$8,000,000.00) for the Project; (3) authorize the City Manager to execute the contract/payment up to Seventy Five Thousand Dollars (\$75,000.00) for Special Inspection services; (4) authorize the City Manager to execute the construction contract on the City's behalf.

BACKGROUND:

The Fire and Police Departments are housed in facilities that are functionally deficient, undersized for the efficient operations of the Departments, and inadequate to serve to serve the needs of the growing community.

The Public Safety Facility, Project No. 05-03, was established to design and construct a facility to house both Departments. On June 15, 2005, the City Council approved the selection of the site for the new facility. The site is located along West Main Street, north of Grant Avenue, off the future street being constructed with the Ogando-Hudson subdivision, and the land has been granted to the City by Hofmann Land Development Company.

On June 15, 2005, Council also authorized staff to develop a Request for Qualifications (RFQ) for architectural design services. An RFQ was issued in June and the City received 7 qualifications packets – Don Dommer Associates, Calpo Hom & Dong Architects, Beverly Prior Architects, Indigo Architects, RRM Design Group, LPA Sacramento, and Noll & Tam Architects. Based on the interviews and subsequent reference checks, staff selected Calpo Hom & Dong (CH&D) out of Sacramento to be the Project Architect.

Dennis Dong, Project Architect, has worked with Police and Fire Department staff and

developed a "needs assessment" and space allocation study. During this process City Staff and the Public Safety Facility Project committee met on numerous occasions to review and provide input on the design and layout of the facility. It was determined that the Public Safety Facility project's footprint should contain the following:

The new Police-Fire Facility is two-stories, with a gross building area of +/-34,759 square feet. The Second Floor is primarily Living Quarters for the Fire Department Crews. The building area breakup is as follows:

- Police Department: 8,801 sf (First Floor)
- Fire Department: 12,083 sf (First Floor) / +/-4,217 sf (Second Floor)
- Commons: 4,904 sf (Total)

In addition, a total of 3,453 square feet of Storage Mezzanine space is planned within the building footprint, divided between the Police and Fire Departments. A covered Wash Rack area is provided adjacent to the Fire Department Apparatus Bays.

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

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

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

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

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

A notice to contractors for construction of the Public Safety Facility was advertised on

June 22, 2009 and sealed bids were opened at City Hall on Tuesday, July 21, 2009. The bid tabulation is attached, as Exhibit A. Based upon the bid results, Bobo Construction Inc., was deemed the lowest responsible/responsive bidder for the project. The requested amount for construction includes a contingency of Six Hundred Thirty Four Thousand Dollars (\$634,000.00), which is 9.96% of the contract amount.

The project will be managed by Chief Muramoto and Chief Dozier. Dennis Dong, Project Architect, will also assist in managing the project. The inspection services will be provided through an outside consultant selected based on pertinent qualifications for this type of work. Staff is requesting authority for the City Manager to execute the contract/payment up to Seventy Five Thousand Dollars (\$75,000.00), which is within the approved budget for the services, so that the project can move forward in a timely manner. It should be noted that all expenditures for this Project will be made pursuant to the City's purchasing requirements. It is anticipated that the Project will be completed during the fall/winter of 2010.

FISCAL IMPACT:

The project is funded by the City of Winters Community Development Agency Redevelopment funds. The construction authorization amount is within the approved Project Budget Sheet amount.

ATTACHMENTS:

Exhibit A-Bid Tabulation

	DIEDE CONSTRUCTION	REEVE-KNIGHT CONSTRUCTION	DG GRANADE	JDS BUILDERS	BOBO CONSTRUCTION	SW ALLEN	BN BUILDERS
Bidder's Checklist	X	X	X	X	X	X	X
Bid Proposal Form	X	X	X	X	X	X	X
Ridder's Bond	X	X	X	X	X	X	X
Non-Collusion Affidavit	X		X	X	X	X	X
Experience/Qualifications	X		X	X	X	X	X
Designation of Subcontractors	X	X	X	X	X	X	X
Addendum 001	X	X	X	X	X	X	X
Addendum 002	X	X	X	X	X	X	X
BASE BID	\$7,348,000.00	\$6,863,843.00	\$6,685,000.00	\$6,499,000.00	\$6,366,000.00	\$6,945,398.00	\$7,818,000.00
DEDUCTIVE BID ALTERNATE 1	\$70,000.00	\$2,000.00	\$63,000.00	\$60,500.00	\$6,000.00	\$77,721.00	\$12,757.00
DEDUCTIVE BID ALTERNATE 2	\$45,986.00	\$78,116.00	\$78,000.00	\$122,000.00	\$70,000.00	\$75,339.00	\$35,771.00
DEDUCTIVE BID ALTERNATE 3	\$76,590.00	\$64,132.00	\$105,000.00	\$62,500.00	\$35,000.00	\$94,562.00	\$24,671.00
DEDUCTIVE BID ALTERNATE 4	\$2,100.00	\$6,850.00	\$11,000.00	\$12,000.00	\$9,000.00	\$9,540.00	\$3,450.00
DEDUCTIVE BID ALTERNATE 5	\$29,197.00	\$28,607.00	\$54,000.00	\$24,000.00	\$28,000.00	\$29,474.00	\$14,782.00
DEDUCTIVE BID ALTERNATE 6	\$32,417.00	\$39,347.00	\$95,000.00	\$32,000.00	\$55,000.00	\$40,151.00	\$21,625.00
DEDUCTIVE BID ALTERNATE 7	\$57,273.00	\$32,221.00	\$55,000.00	\$50,000.00	\$46,000.00	\$62,588.00	\$18,267.00
DEDUCTIVE BID ALTERNATE 8	\$51,359.00	\$49,400.00	\$70,000.00	\$46,000.00	\$75,000.00	\$70,871.00	\$42,908.00
DEDUCTIVE BID ALTERNATE 9	\$81,022.00	\$32,286.00	\$85,000.00	\$87,000.00	\$65,000.00	\$94,338.00	\$46,000.00
DEDUCTIVE BID ALTERNATE 10	\$45,000.00	\$47,572.00	\$55,000.00	\$52,500.00	\$45,000.00	\$58,231.00	\$23,786.00
DEDUCTIVE BID ALTERNATE 11	\$63,600.00	\$79,482.00	\$62,000.00	\$64,700.00	\$60,000.00	\$87,777.00	\$20,300.00

	SWANK CONSTRUCTION	MCCRARY CONSTRUCTION	CARTER-KELLY	Q&D CONSTRUCTION	ALTEN CONSTRUCTION	ROEK CONSTRUCTION	ALLEN L. BENDER
Bidder's Checklist	X	X	X	X	X	X	X
Bid Proposal Form	X	X	X	X	X	X	X
Bidder's Bond	X	X	X	X	X	X	X
Non-Collusion Affidavit	X	X	X	X	X	X	X
Experience/Qualifications	X	X	X	X	X	X	X
Designation of Subcontractors	X	X	X	X	X	X	X
Addendum 001	X	X	X	X	X	X	X
Addendum 002	X	X	X	X	X	X	X
BASE BID	\$7,394,400.00	\$7,089,000.00	\$7,000,000.00	\$7,203,545.00	\$7,169,000.00	\$7,329,000.00	\$6,588,607.00
DEDUCTIVE BID ALTERNATE 1	\$70,222.00	\$35,000.00	\$83,000.00	\$13,616.00	\$42,000.00	\$2,400.00	\$44,599.00
DEDUCTIVE BID ALTERNATE 2	\$78,855.00	\$77,000.00	\$74,000.00	\$78,420.00	\$62,000.00	\$82,000.00	\$73,483.00
DEDUCTIVE BID ALTERNATE 3	\$142,024.00	\$68,000.00	\$36,000.00	\$78,552.00	\$51,000.00	\$89,000.00	\$33,758.00
DEDUCTIVE BID ALTERNATE 4	\$11,525.00	\$4,000.00	\$5,000.00	\$12,567.00	\$0.00	\$14,100.00	\$8,368.00
DEDUCTIVE BID ALTERNATE 5	\$31,333.00	\$14,000.00	\$5,000.00	\$33,428.00	\$26,000.00	\$37,000.00	\$25,291.00
DEDUCTIVE BID ALTERNATE 6	\$92,908.00	\$60,000.00	\$89,000.00	\$42,484.00	\$32,000.00	\$70,000.00	\$90,283.00
DEDUCTIVE BID ALTERNATE 7	\$42,417.00	\$57,000.00	\$52,000.00	\$54,588.00	\$36,000.00	\$50,500.00	\$34,220.00
DEDUCTIVE BID ALTERNATE 8	\$100,472.00	\$80,000.00	\$92,000.00	\$85,563.00	\$53,000.00	\$97,200.00	\$71,642.00
DEDUCTIVE BID ALTERNATE 9	\$134,953.00	\$69,000.00	\$96,000.00	\$81,447.00	\$66,000.00	\$86,000.00	\$64,032.00
DEDUCTIVE BID ALTERNATE 10	\$58,702.00	\$52,000.00	\$53,000.00	\$56,338.00	\$13,000.00	\$56,000.00	\$47,572.00
DEDUCTIVE BID ALTERNATE 11	\$15,234.00	\$68,000.00	\$57,000.00	\$71,768.00	\$51,000.00	\$65,000.00	\$50,882.00

	ZCON BUILDERS	YOUNGER GENERAL CONTRACTORS	SLATER & SON				
Bidder's Checklist	X		X				
Bid Proposal Form	X	X	X				
Bidder's Bond	X	X	X				
Non-Collusion Affidavit	X	X	X				
Experience/Qualifications	X	X	X				
Designation of Subcontractors	X	X	X				
Addendum 001	X	X	X				
Addendum 002	X	X	X				
BASE BID	\$7,124,000.00	\$7,171,000.00	\$6,927,500.00				
DEDUCTIVE BID ALTERNATE 1	\$120,000.00	\$4,000.00	\$48,130.00				
DEDUCTIVE BID ALTERNATE 2	\$73,000.00	\$82,000.00	\$52,393.00				
DEDUCTIVE BID ALTERNATE 3	\$75,000.00	\$73,000.00	\$95,606.00				
DEDUCTIVE BID ALTERNATE 4	\$17,000.00	\$13,000.00	\$5,554.00				
DEDUCTIVE BID ALTERNATE 5	\$35,000.00	\$107,000.00	\$53,391.00				
DEDUCTIVE BID ALTERNATE 6	\$33,000.00	\$70,000.00	\$42,027.00				
DEDUCTIVE BID ALTERNATE 7	\$63,000.00	\$43,000.00	\$137,260.00				
DEDUCTIVE BID ALTERNATE 8	\$74,000.00	\$72,000.00	\$70,354.00				
DEDUCTIVE BID ALTERNATE 9	\$95,000.00	\$109,000.00	\$79,061.00				
DEDUCTIVE BID ALTERNATE 10	\$54,000.00	\$56,000.00	\$50,813.00				
DEDUCTIVE BID ALTERNATE 11	\$73,000.00	\$79,000.00	\$14,421.00				



**CITY COUNCIL
STAFF MEMO**

TO: Mayor and City Council
DATE: August 4, 2009
FROM: John W. Donlevy, Jr., City Manager
SUBJECT: Fiscal Sustainability Review- A Look at the Winters Economy

RECOMMENDATION:

That the City Council receive a report and overview of fiscal issues as they relate to the City of Winters.

BACKGROUND:

In 2004, the City of Winters advanced a thorough review of issues pertaining to the long term fiscal sustainability of the community. This analysis included a review of the financial needs of the City to meet the basic service levels contained within the City's General Plan, as well as meeting some of the basic needs of the City organization to sustain itself.

Much of the initial discussions on "fiscal sustainability" surrounded the controversies of the proposed residential subdivisions which were proposed. The consensus following the 2004 review was that the City needed to focus its efforts on combining residential with commercial and industrial development to generate a "jobs/housing" balance to avoid reliance on any one type of development or revenue stream.

The idea is to nurture our overall economy to allow for sources of recurring revenues from a solid property and sales tax base. Permit revenue is seen as less stable versus other sources which create stability.

The need for jobs was viewed as a critical path to maintaining and enhancing the quality of life within the community. The recognition that "people do business by where they work, not where they live" was viewed as true and relevant. Winters has few jobs which allow people to afford housing and to "live and work" within the community. The correlation is people who work out of town are less active in the community, are away from their families and children and do not volunteer or contribute to the overall good of Winters.

Staff has prepared a three part review of the current State of the City's Fiscal Sustainability. This will be broken into three parts:

1. Session 1: A look at the Winters Economy
2. Session 2: Key hurdles toward Fiscal Sustainability.
3. Session 3: Options and Solutions to Consider

This will be the first session, "A look at the Winters Economy".

DISCUSSION:

The City of Winters "economy" provides the sources of tax revenue which helps "sustain" the services provided to our residents and businesses. Through this report and a presentation from the Staff, we will cover the following topics:

1. Review of the Revenues of the General Fund which provides the dollars for most public services from public safety to recreation and park maintenance.
2. Property Tax and Assessed Valuation
3. Sales Tax
4. Development Fee Revenues
5. Spending Trends of Residents
6. Employment

The goal of this presentation will be to help establish a foundation of knowledge of key factors driving the Winters economy.

Revenues of the General Fund:

There are five (5) major revenue sources that comprise 80% of the City's discretionary general fund revenues:

Property Taxes

- Property taxes are approximately 24% of the city's total general fund revenue. More information about property taxes is included below.

Utility User Taxes

- The residents of the City of Winters have approved a 4.75% utility user tax. This tax is applied to all electricity, natural gas, and telephone services. The Utility User tax is approximately 14% of general fund revenues.

Property Tax In Lieu of VLF

- Property tax in lieu of VLF is approximately 18% of general fund revenues. The City receives this amount due to the Proposition 1A reduction of the Motor Vehicle License fee in 2004-2005. To replace these constitutionally based fees, the state implemented Property tax in

lieu of VLF. The change in the amount of the property tax in lieu of VLF is based on the change in the assessed valuation of the property within the City of Winters.

Municipal Services Taxes

- The Municipal Services tax is a voter approved \$120 per unit per year tax for public safety and is approximately 10% of general fund revenues for the city.

Sales Tax.

- Sales tax is approximately 9% of the City's general fund and is derived from one percent (1%) of the sales price on taxable products sold within the City of Winters. More information about sales tax will be included later in this report.

Property Tax and Assessed Valuation:

The City of Winters Assessed Valuation is based on the total taxable assessed value of each parcel of property located in the City of Winters. In 2008, the assessed valuation of the City of Winters was \$282,985,853. The passage of Proposition 13 set the property tax rate at 1.0 %, which must be shared by all the taxing agencies in which the property resides. The City of Winters receives approximately 17% of the 1% with the balance going to Yolo County , the Winters Cemetery District, Solano Community College, Winters Joint Unified School District, Sacramento-Yolo Mosquito Vector District and Yolo County Flood Control.

Sales Tax

Sales tax is charged on all tangible, real property sold in California. The City of Winters receives 1.0% of each dollar of sales tax collected in the City. This means for every dollar of sales tax collected, the City receives one penny. In 2008, the City of Winters received \$309,974 in sales tax revenue. Of that amount, approximately 80 percent was produced by only 15 businesses.

- The top 5 businesses produced 59.02% of the sales tax collected in 2008.
- The top 10 businesses produced 73.38 % of the sales tax collected in 2008.
- The top 15 businesses produced 80.25% of the sales tax collected in 2008.

Categorically, sales tax in Winters can be broken into six areas: gas/transportation/auto, restaurants/entertainment, building/construction, food/drugs and other.

- 40% of sales tax in 2008 came from the gas/transportation/auto sector.
- 29% of sales tax in 2008 came from the restaurant/entertainment sector.
- 14% of sales tax in 2008 came from the food/drugs sector.
- 9% of sales tax in 2008 came from building/construction.
- 6% came from general consumer goods.
- 2% came from other goods.

Per capita, Winters ranks 450 in the state for sales tax; in terms of total sales tax produced, Winters is ranked 477. Similar types of communities, such as Willows, Williams, Colfax, and Colusa produce significantly more sales tax. Only Galt and Suisun City have similar numbers in terms of per capita sales tax, and only Suisun City produces less than Winters.

Spending Trends of Residents:

- Comparison Goods \$129 per capita versus \$2,436 County and \$3,577 State.
- Eating and Drinking \$1036 versus \$865 County and \$1086 State
- Building and Hardware- \$149 City versus \$755 County and \$737 State.

Leakage for Winters is significant. Comparatively and based on State and County averages, the City is losing local sales as follows:

- Convenience Stores- \$7.4m which equals \$74k sales tax loss.
- Comparison Goods- \$32m which equals \$320k sales tax loss.
- Food- \$2m a \$20k sales tax loss

For comparison goods, the City loses almost 95% of comparable sales, 68% of convenience and 24% of food.

Employment:

Winters employment is representative of the land uses which exist in the community. One of the key issues to consider is that Winters is the highest per capita income in Yolo County. 66% of Winters residents work in professional/production jobs and a surprising 9% work in farming/agricultural jobs.

In an analysis of the workforce, 76% work outside of Winters and 39% of those work outside Yolo County. The Winters workforce is the youngest in Yolo County and the five county Sacramento region.

Winters residents are commuters. Based on traffic counts, the vast majority of Winters workers leave town before 7:30 a.m. and return after 6:30 p.m.

Only 24% of Winters residents work in Winters. The majority of those employed in Winters work for the Winters Joint Unified School District. Mariani Nut Company employs the second largest group of Winters residents, followed by Buckhorn, Pavestone, City of Winters, JDS Builders and Double M Trucking, respectively.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

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

FROM: Nelia C. Dyer, Community Development Director
Steven P. Rudolph, Assistant City Attorney

DATE: August 4, 2009

SUBJECT: **Public Hearing to Consider Staff's Assessment of the Gateway Master Plan (Informational Item)**

RECOMMENDATION: Based on this memo and staff's presentation, staff recommends that the City Council provide feedback to staff on the Gateway Master Plan.

SUMMARY OF PLAN: The Gateway Master Plan is a master development plan for the 53.9-acre property located at the southwest corner of the intersection of Interstate 505 and State Route 128. Of the 53.9 acres, approximately 11.6 acres is currently owned by the Jordan Family while the remaining 42.3 acres are owned by the McClish Family.

The subject Master Plan *recommends* land uses for the two properties. "Highway Commercial" is recommended for the 11.6-acre property while "Business Park" is recommended for the remaining 42.3-acre property. According to the General Plan (adopted May 1992), the Highway Service Commercial designation allows for restaurants, service stations, hotels and motels, and retail and amusement uses, which are oriented principally to highway and through traffic, public and quasi-public uses, and similar and compatible uses. The Business Park designation allows for offices, light industrial, wholesale commercial and limited retail commercial uses, public and quasi-public uses, and similar and compatible uses. In addition to recommending land uses, the Master Plan addresses views, landscapes and streetscapes for the entire property.

While the Gateway Master Plan was prepared for the entire 53.9-acre property, most of the report concentrates on Phase I. Phase I involves the division of the 11.6-acre parcels into four parcels and a 7.2-acre remainder parcel. The discussion regarding the water and sewer systems, drainage, roadways, as well as gas and electric are

specific to Phase I. The traffic study included in the Master Plan was also prepared for Phase I.

At the time, the applicant for the parcel map and Master Plan (Robert Matz or "Winters Commercial Investors, Inc.") had received interest from McDonald's franchise operator to construct a restaurant on Parcel 1 of the 11.6-acre property. A conceptual design for the restaurant are included in the plan. Since the approval of the master plan and the recordation of the parcel map, the Community Development Department has never received a planning application for a McDonald's restaurant at that particular location.

BACKGROUND: Planned Commercial/Business Park (PC/BP) is the *current* General Plan designation of the 53.9-acre "Master Plan" area. According to the Winters General Plan adopted in May 1992, the PC/BP designation includes the following description:

"All development under this designation shall be approved pursuant to an adopted master development plan (e.g., specific plan). As these master development plans are approved, the Planned Commercial/Business Park designation shall be replaced through a general plan amendment with the Highway Service Commercial, Business/Industrial Park, Open Space, or Public Quasi-Public designations as the City deems appropriate based on the approved master development plan."

Shortly after the adoption of the Winters General Plan, the City Council approved the annexation of the entire "Gateway Master Plan" area into the City of Winters city limits in July 1992. The annexation was formalized by the Yolo County Local Agency Formation Commission (LAFCO) in April 1993. Historically, the site has been used for agriculture, riparian open space, and a residential dwelling.

In October 1992, the property owner of the 11.6 acre property, Robert Matz, submitted an application for a master development plan (specific plan) for the 53.9 acre site as required by the General Plan. Mr. Matz also applied for a tentative parcel map to divide 11.6 acre parcel into 4 lots and a remainder parcel with the intent of developing these lots for highway commercial use. The master plan was conditionally approved by the Winters Planning Commission by Resolution 93-04 on June 29, 1993 (See Attachment A). The Mitigated Negative Declaration and Mitigation Monitoring Program for the project were also adopted by the same resolution. In addition, the parcel map was conditionally approved by the Winters Planning Commission by Resolution 93-05 on June 29, 1993 (See Attachment B). The Winters City Council confirmed the Planning Commission's decision and approved the Gateway Master Plan on July 22, 1993 (See Attachment C). A Subdivision Improvement and Maintenance Agreement was recorded on November 18, 1993, together with a Section 2081 Fish and Game Code guarantee of compliance.

One condition of approval for the master plan requires that the applicant refine the document to reflect adopted conditions and plan modifications approved by the City,

and submit twenty (20) copies of the revised document to the Community Development Department. Based on correspondence between former City Manager Merrell Watts and the subsequent owner of the 11.6-acre parcel, Nicholas Jordan, regarding the master plan, this condition of approval was never completed. Staff was unable to locate the referenced revisions in the project file.

On May 19, 2009, the City Council requested that staff initiate the review of the Gateway Master Plan as part of the alternative selection for the I-505 Infrastructure Project. Staff has reviewed the Gateway Master Plan, and provides the following assessment.

DISCUSSION/ANALYSIS: The Gateway Master Plan is similar to a specific plan, and does not replace the zoning on the property. It operates in concert with both the General Plan and the Zoning Code. This determination is based, in part, on the General Plan language under both the PC/BP land use description (see above).

At the time that a master development plan is adopted, it requires a concurrent or subsequent general plan amendment and rezone, to make sure all applicable land use regulations are consistent. The above language is cited in the Gateway Master Plan on page 9.

The Planning Commission resolution approving the Gateway Master Plan states that it is consistent with the General Plan policies and the Zoning Ordinance. This finding supports the determination that the Gateway Master Plan was intended to work in concert with, and not replace, either document, and, in particular, the Zoning Ordinance. The fact that it was adopted by resolution also indicates that this was a "specific plan type" document. Zoning can only be adopted by way of ordinance, but a Specific Plan can be adopted by ordinance or resolution.

Per Government Code 65453, specific plans can only be adopted by ordinance or resolution. From the minutes of July 22, 1993, the City Council adopted the Gateway Master Plan by motion. While this document should have been acted upon by resolution, this procedural irregularity does not invalidate the action. The Gateway Master Plan is a legally intact and binding document. If the Gateway Master Plan was intended to replace the existing zoning on the property, then adoption by ordinance would have been required, and the procedural irregularity would have invalidated the document because zoning ordinances require notice, public hearing and two readings, none of which occurred here.

In summary, the Gateway Master Plan is **a guide for development** of the southwest corner of 128 and 505; however, it did not amend the General Plan or rezone the subject property. The zoning of the subject property remains PC/BP and the General Plan designation is still PC/BP. Concurrently with the review and approval of development plans for the property, a general plan amendment and rezone by City Council will be required.

PUBLIC HEARING NOTIFICATION: Public notice advertising for the public hearing on this agenda item was prepared by the Community Development Department's Administrative Assistant in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law. A legal notice was published in the Winters Express on Thursday, July 23, 2009. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since Thursday, July 30, 2009.

ATTACHMENTS:

- A. Planning Commission Resolution 93-04
- B. Planning Commission Resolution 93-05
- C. Minutes from the July 22, 1993 City Council Meeting
- D. Gateway Master Plan, April 1993

ATTACHMENT A

CITY OF WINTERS

RESOLUTION 93-04

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WINTERS APPROVING THE WINTERS GATEWAY MASTER PLAN TO GUIDE THE COMMERCIAL AND BUSINESS PARK DEVELOPMENT OF APN 38-070-12 AND APN 38-070-08.

WHEREAS, the Planning Commission has noticed a public hearing pursuant to Government Code Section 65090 for the purpose of hearing testimony concerning the proposed project; and

WHEREAS, the coordinated planning of the property known as APN 38-070-12 and APN 38-070-08 was mandated by Winters General Plan; and

WHEREAS, the Winters Gateway Master Plan is consistent with policies set forth in the Winters General Plan and Winters Zoning Ordinance; and

WHEREAS, subsequent projects located in the Winters Gateway Master Plan area shall be consistent with the adopted Winters Gateway Master Plan; and

WHEREAS, pursuant to CEQA, the City has reviewed the project with an Initial Study and determines that with the implementation of mitigation measures stated herein, the project is not anticipated to have a significant environmental impact and a Mitigated Negative Declaration has been prepared; and

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Winters approves the Winters Gateway Master Plan with the following conditions:

CONDITIONS:

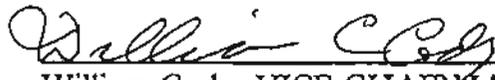
1. Subsequent projects in the Winters Gateway Master Plan area shall comply with applicable City of Winters Standard Conditions for Development, as determined by City Staff.
2. Applicant shall refine the Winters Gateway Master Plan document to reflect adopted conditions and plan modifications approved by the City, and shall submit twenty (20) copies of the revised document to the Community Development and Building Department.
3. Applicant shall pay assessment fees under Public Resources Code Section 21089 and as defined by Fish and Game Code Section 711.4 if necessary, and pay County Clerk filing fee for Notice of Determination.

4. Development along Putah Creek east of Railroad Avenue shall be set-back at least 100 feet from the top of the Creek bank. Where there is no discernable bank, the set-back shall be measured from the line closest to the Creek where riparian vegetation is permanently established and the landform is stable. Land from the centerline of the Creek to the set-back areas along Putah Creek shall be dedicated in the form of an open space and public access easement or in fee title to the City on final maps.
5. One 100 foot free standing multi-user sign shall be allowed.
6. Provide an easement for a future storm drainage line, and/or open channel through the master plan area to serve properties located further to the north and west. Location and size of the easement shall be determined by the City.

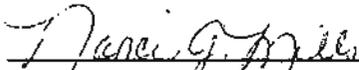
BE IT FURTHER RESOLVED, that the Planning Commission hereby approves the Mitigated Negative Declaration and Mitigation Monitoring Agreement for this project.

PASSED AND ADOPTED by the Winters Planning Commission on this 29 day of June, 1993, by the following vote:

AYES:	Brewer, Cody, Sanders, Taylor
NOES:	None
ABSENT:	Riley, Cummins, Chairman Cantor
ABSTAIN:	None


William Cody, VICE-CHAIRMAN

ATTEST:


Nanci G. Mills, CITY CLERK

ATTACHMENT B

CITY OF WINTERS

RESOLUTION 93-05

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WINTERS APPROVING THE MATZ PARCEL MAP TO SUBDIVIDE APN 38-
070-08 INTO FOUR PARCELS AND A REMAINDER PARCEL**

WHEREAS, the Planning Commission has noticed a public hearing pursuant to Government Code Section 65090 for the purpose of receiving public testimony concerning the proposed project; and

WHEREAS, pursuant to the California Environmental Quality Act, the City has reviewed the project with an Initial Study and determines that with the incorporation of the mitigation measures stated herein, the project is not anticipated to have a significant environmental impact and a Mitigated Negative Declaration has been prepared; and

WHEREAS, the Matz Parcel Map to subdivide APN 38-070-08 into four parcels and a remainder parcel is consistent with the Winters Gateway Master Plan, Winters General Plan and Winters Municipal Code; and

WHEREAS, the proposed site is physically suitable for the proposed type and density of development; and

WHEREAS, the design and improvements of the Matz Parcel Map will not conflict with public easements for access through, or use of, property within the proposed subdivision; and

WHEREAS, the project will greatly contribute to strengthening the local economy; and

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Winters hereby approves the Matz Parcel Map with the following conditions:

**A. COMPLY WITH THE FOLLOWING STANDARD CONDITIONS AND
MITIGATION MEASURES FOR DEVELOPMENT**

C=Condition
M=Mitigation Measure

CITY DEVELOPMENT STANDARDS:

- C 1. The developer shall comply with all aspects of the Design and Construction Standards of the City of Winters.

DISCLAIMER OF LIABILITY:

- C 2. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the subdivider in good faith, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning Commission, any advisory agency to the City, local district and the Winters City Council.

UTILITIES AND PUBLIC WORKS:

- C 3. An encroachment permit shall be required for all work performed in the public right-of-way.
- C 4. A signing and striping plan is required. All striping shall be thermoplastic. Details shall be worked out with the Public Works Director.
- M 5. A comprehensive storm drainage master plan shall be prepared by a registered civil engineer for all upstream watershed(s), including the entire Tentative Map area, and shall be submitted to the Public Works Director for review. The master plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off site storm conduit channels, structures and detention basins. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate off-site storm water. All stormdrains into creeks and channels

shall have flap gates installed unless waived by the Public Works Director. Approval for the master plan by the Public Works Director shall be required prior to submittal of the final map and/or construction drawings for checking.

- C 6. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the Public Works Director.
- C 7. Ensure that concentrated drainage from the site does not cross sidewalks.
- C 8. Water system shall be designed and installed to the approval of the Public Works Department and the Winters Fire Department.
- C 9. Water used in the course of construction shall be paid for in an amount agreed to by the applicant and Public Works Director.
- C 10. Water meters shall be installed on all water services to the approval of the Public Works Director.
- C 11. All multi-family residential, commercial and industrial projects shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
- C 12. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print-out. The point(s) of beginning shall be clearly defined and all lot acreages shall be shown and verifiable from information shown on the closure calculation print-out. Additionally, the square footage of each lot shall be shown on the subdivision map.
- C 13. All utilities beyond 100 ft. of the project boundary shall be installed underground and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers. Include dedication of all utility easements with developer obligation to underground and provide access.
- M 14. All existing septic systems and existing water wells on the site shall be eliminated and connection to the City Wastewater and Waters Systems will be required. The method of payment of City wastewater and/or water connection fees shall be decided between the project applicant and the property owner.

REIMBURSEMENT FOR HARD COSTS:

- C 15. Project proponent shall pay an estimated amount to be decided prior to approval of final map of that amount of all costs associated with the review and approval of this project including permit fees, inspections for work in public right of way, materials testing, construction monitoring, plan checks and reviews and other hard costs incurred by the project.

EASEMENTS:

- C 16. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
- C 17. The applicant shall negotiate the abandonment of currently held City easements and dedications with the Public Works Department.
- C 18. Developer shall agree to grant all public easements as required by the City for public purposes.

LANDSCAPING AND LIGHTING:

- M 19. Project proponents shall annex into an existing Landscaping and Lighting District or form a new Landscaping and Lighting District, at the option of the City, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping and other related amenities. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any property within the project area.
- C 20. Submit Lighting Plan for approval to the Public Works Department prior to issuance of building permits.
- M 21. Submit Landscape Plan for the project for the sidewalk and streetscape area, including shading of parking lots, for City approval.
- M 22. No trees shall be removed prior to recordation of final map or approval of grading plan. The developer shall pay all costs associated with implementing this measure.
- M 23. Drought tolerant and native plant species shall be incorporated into landscaping plans to the maximum extent possible and drip irrigation systems shall be used in the landscaping of new public and private open space areas, common areas and parks.

RIPARIAN CORRIDOR PROTECTION:

- M 24. Development along Putah Creek east of Railroad Ave. shall be set-back at least 100 feet from the top of the Creek bank and all new development along Putah Creek west of Railroad Ave. shall be set-back at least 50 feet from the top of the Creek bank. In addition, all new development along Dry Creek shall be set back at least 50 feet from the top of the Creek bank. Where there is no discernable bank, the set-back shall be measured from the line closest to the Creek where riparian vegetation is permanently established and the landform is stable. Land from the centerline of the Creek to the set-back areas along Putah Creek and Dry Creek shall be dedicated in the form of an open space and public access easement or in fee title to the City on the final map.

REIMBURSEMENTS FOR DEVELOPER INSTALLED IMPROVEMENTS:

- C 25. Developer shall pay appropriate reimbursements for benefitting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

FIRE PREVENTION:

- C 26. FIRE HYDRANTS:

INSTALLATION: Fire hydrants shall be installed pursuant to City of Winters Standard Drawings. Hydrant setbacks shall be a minimum of 6" to a maximum of 18" from the back of the sidewalk. Prior to hydrant approval, the water system shall be flushed to remove foreign matter in the system. All unfinished installation water mains or their appendages or openings shall be covered in such a manner that foreign matter does not enter the water system.

WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District. The following minimum water flows shall be acceptable unless otherwise determined due to the type of construction material used.

<u>Development Category</u>	<u>Gallons Per Min.</u>
Single-Family Residential	1,500
Multi-Family Residential	1,500
Central Business District	2,000
Industrial and Other Business Districts	3,000

Other habitable buildings can require up to 3,500 gpm maximum, and will be reviewed on a case by case basis.

In other areas where there are existing water system deficiencies, new development will be required to install all on-site water system improvements necessary to achieve the above fire-flow rate, however, the Fire District may waive full compliance with these standards until existing water system deficiencies are corrected.

PLANS FOR HYDRANTS AND WATER MAINS: The Winters Fire District shall be supplied with two sets of plans for any installation of any fire hydrant system in the City of Winters. Plans are to reflect all aspects of the installation, including but not limited to the size of the City of Winters water main and the type and elevation of the fire hydrant.

FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the Winters Fire District for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the Winters Fire Chief or his agent.

REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the Winters Fire District for replacement purposes.

DIVIDER STRIPS, FIRE HYDRANT PLACEMENT: When divider strip is to be installed in the center of a street, the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street.

- C 27. All construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.
- C 28. Roads must be installed and paved prior to any construction taking place on the site. Temporary roads may be allowed, but must be approved by the Winters Fire Chief or his/her agent and approved by the Public Works Director.
- C 29. 48 hours notice shall be given to the Winters Fire District prior to any site inspections.

- C 30. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.
- C 31. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.
- C 32. Turning radiuses within cul-de-sac bulbs shall be 66 ft. minimum radius at face of curb in order to accommodate the Fire Department's three axle engines.
- C 33. The on site fire hydrant system will be required to supply a fire flow as determined by the I.S.O. formula with a 20 psi residual pressure.
- C 34. Submit a set of plans to the Fire Department for all structures other than detached single family residences.
- C 35. All residences that are not single-family detached, shall have fire suppression sprinkler systems.

EROSION AND SEDIMENTATION:

- M 36. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the Public Works Director. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, stormwater retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans.
- M 37. Cut and fill slopes shall be in conformance with the recommendations of the soils engineer, but shall in no case be steeper than 3 to 1 in public rights-of-way and easements, and 2 to 1 in other areas.
- M 38. Landscaped slopes along streets shall not exceed 3:1. Level areas having a minimum width of one (1) foot shall be required at the toe and top of said slopes.
- M 39. Applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.

GEOLOGICAL HAZARDS:

- M 40. New development shall be constructed in accordance to the requirements of the Uniform Building Code in order to ensure that new structures are able to withstand the effects of seismic activity, including liquefaction, and underground utilities shall be designed to withstand seismic forces in accordance with State requirements.
- M 41. Developer shall submit a soils and geotechnical report upon submittal of the initial improvement plans package. The improvement plans shall be approved and signed by the soils engineer prior to approval by the City.
- M 42. Grading shall be done in accordance with a grading plan prepared by the applicant's civil engineer and approved by the City Engineer. The amount of earth removed shall not exceed that specified in the approved grading plan. All grading work shall be performed in one continuous operation. The grading plans shall be included in the subdivision improvement plans. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development.

AIR QUALITY:

- M 43. Tarpaulins or other effective covers should be used for haul trucks.
- M 44. All inactive portions of the construction site which have been graded will be seeded and watered until vegetation is grown.
- M 45. Grading shall not occur when wind speeds exceed 20 mph over a one hour period.
- M 46. Construction vehicle speed on unpaved roads shall not exceed 15 mph.
- M 47. Construction equipment and engines shall be properly maintained.
- M 48. If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.
- M 49. Construction practices will minimize vehicle idling.
- M 50. Potentially windblown materials will be watered or covered.
- M 51. Construction areas and streets will be wet swept.

- M 52. Developer shall work with the City and the Yolo County Transit Authority to establish appropriate transit facilities.
- M 53. Commercial and industrial developments shall comply with the City's Commuter Trip Reduction Ordinance when applicable.

FLOOD HAZARD PREVENTION:

- M 54. All effected building pads shall be raised a minimum of 1 foot above the 100 year flood water surface as determined by Public Works Director. In addition, the developer shall provide proof of application for a letter of map revision from the Federal Emergency Management Agency (F.E.M.A.) prior to issuance of a building permit for any buildings within the project area.
- M 55. The subdivider shall obtain a Flood Plain Development Permit and comply with all requirements therein prior to the City's issuance of a grading permit for those affected areas. Prior to issuance of a building permit, project engineer must provide copy of a Conditional Letter of Map Revision (CLOMR) removing property from flood plain.

ANIMAL LIFE:

- M 56. Pay assessment fees under Pubic Resources Code Section 21089 and as defined by Fish and Game Code Section 711.4 as necessary. Fees are payable by the project applicant upon filing a Notice of Determination by the City of Winters.
- M 57. Prior to granting of an entitlement to initiate grading on the subject property, either issuance of a building permit or recording of final subdivision map, the project proponent shall pay the appropriate fee per acre in conjunction with a formal consultation pursuant to California Fish and Game Code Section 2081 which may involve securing a management agreement for the conversion of habitat for threatened and endangered species.

PARKING:

- M 58. Developer shall provide paved, marked, and tree shaded parking for off-street parking per City Ordinance.
- M 59. Developers of new major public and quasi-public facilities and commercial and employment sites, shall provide bicycle parking facilities to the approval of the City.

BUILDING AND LOT CONFIGURATION:

- C 60. Prior to occupancy, the builders shall install 6" non-illuminated or 4" illuminated address numbers which are affixed to the structure and clearly visible and legible from the street, day and night. Numbers shall be placed on a contrasting background. All residential address numbers shall be illuminated.

ARCHITECTURE AND DESIGN:

- M 61. All walls and fences which face public right-of-ways shall be designed in such a way as to provide for an attractive part of the environment and shall be built of similar materials and architectural style as the main structure on the lot. Design shall be to the approval of the City.
- M 62. Materials, color scheme and architectural design of the project shall meet City approval and shall conform to applicable City Design Guidelines.
- C 63. Project applicants shall work with City Staff in order to ensure compliance with the Americans With Disabilities Act (ADA).

ENERGY CONSERVATION:

- M 64. All structures shall be designed and constructed with the opportunities available as required by the Subdivision Map Act (Government Code Section 66473.1) for future passive or natural heating and cooling opportunities in the subdivision.

MISCELLANEOUS:

- C 65. At the time of making the survey for the final map, the engineer or surveyor shall set sufficient durable monuments to conform with the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the final map.
- C 66. A non-refundable fee, for the purchase of a recorded mylar copy of the map from the County, will be provided by the developer prior to signature of the map by the Public Works Director.
- C 67. Submit 10 copies of the final map to the City at the time of map recordation.
- C 68. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been accepted by the Council, as built drawing have been approved by the City, and the unit has been issued

a Certificate of Occupancy by the Building Official. Developers, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied. If occupancy occurs before a Certificate of Occupancy has been obtained, the developer, contractor, and/or owner shall be responsible for the building inspection costs plus a penalty of fifty (50) percent.

- C 69. If work is not started within the stated time period, the approval is null and void and the application must be refiled subject to the terms, conditions, fees, codes, etc., in effect at the time of the refiling.
- C 70. Subdivider shall enter into a subdivision agreement with the City prior to recordation of final map and pay all fees associated therewith.
- C 71. Comply with the adopted mitigation measures and mitigation monitoring agreement. City Staff is authorized to amend conditions and mitigation measures in order to address any issues unforeseen at this time, in order to effectuate the policies adopted to carry-out the implementation of this project.
- M 72. Project applicant shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.

B. COMPLY WITH THE FOLLOWING SPECIFIC CONDITIONS FOR THE MATZ PARCEL MAP:

TRAFFIC/STREETS

1. Street lights shall be installed along all public street frontages as required by the City Engineer. Due to the nature of the project, several luminaires will be required along both sides of Highway 128, and the intersection of the projects entrance and highway 128 shall be illuminated with no less than 4 lights.
2. All street and other required public improvements shall be constructed concurrently, in a single operation.
3. Sewer, as well as all other utility services, shall be stubbed to the right-of-way with the initial construction.

WATER

4. Fire hydrants shall be installed as required by the fire chief. A separate hydrant plan shall be prepared and submitted for his review and approval prior to approval of the improvement plans.
5. Show size and location of water services on the improvement plans. Separate domestic, irrigation and fire laterals shall be installed to all commercial sites as part of this development. All on-site fire lines shall be separate, dedicated lines.
6. Stub all utility services including the electrical system required for irrigation systems at landscaped areas for which they serve.

PARCEL MAP

7. The construction shall not be phased. The subdivision and public improvements shall be done in a single phase.
8. The parcel map shall be prepared in accordance with the State Subdivision Map Act and local ordinances.
9. A current title report shall be submitted with the parcel map. The title report shall include the entire legal boundary of property being divided.

MISCELLANEOUS

10. The subdivider shall pay all applicable taxes, fees and charges at the rate and amount in effect at the time such taxes, fees and charges become due and payable.
11. The subdivider shall be required to obtain all necessary permits including, but not limited to, the U.S. Army Corps of Engineers Regulatory Branch, the California Department of Fish and Game, and the U.S. Fish and Wildlife Service prior to developing within said agencies jurisdiction(s).
12. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at this sole expense, to the satisfaction of the City Engineer.
13. All fences within the development shall be located at the top of slope.
14. Existing overhead utility lines shall be placed underground except for those utility lines which are specifically exempted from undergrounding by City Ordinance.

15. Proposed improvements, including but not limited to, grading, streets, utilities and landscaping have not been reviewed in detail and are not approved at this time. The design of all improvements shall be reviewed by the City during the plan check process and shall be revised, as needed, at the discretion of the City Engineer.
16. The existing well shown on the map shall be abandoned as part of this development.
17. The Public Works Department shall have additional comments at the time additional reviews become necessary.
18. The proposed gravel access path to Putah Creek is inadequate in width. This path shall have a minimum of 12 ft. and be constructed of 6 inches of class II A.B. compacted to 95% with an approved geotextile fabric at subgrade. This section may be increased or widened at the discretion of the Fire Chief and constructed concurrent with the development of the remainder Parcel.
19. One 100 foot free-standing multi-user sign shall be allowed.

C. COMPLY WITH THE FOLLOWING SPECIFIC MITIGATION MEASURES FOR THE MATZ PARCEL MAP



TRAFFIC/STREETS

1. The traffic analysis submitted with the proposal is insufficient. The study submitted analyzes traffic impacts based on less than 50% growth in the City of Winters. The City feels that this analysis should be based on 100% build-out of the General Plan. In order to remedy this situation, the developer shall implement all traffic conditions contained herein prior to the issuance of any certificates of occupancy for buildings within the project area. In addition, the developer shall commission an appropriate traffic study, performed by a traffic Engineer acceptable to the Director of Public Works, of Highway 128 from the North bound off-ramps of I-505 to the intersection of Main Street inclusive. This study shall recommend mitigation measures which will leave this stretch of roadway and all intersecting streets at LOS "C" or better, as required by the General Plan. Said study shall be completed and approved by the City Engineer prior to approval of any parcel or tentative parcel maps for the Remainder Parcel.
2. Restricted access shall be shown on the final map along the entire north and east property lines, as required by the City, and shall be dedicated to the State. The City will consider the appropriateness of a driveway onto Hwy 128 from the west end of the north side of the property line of parcel 3 during the improvement plan review. Restricted access may be deleted in this area to allow such a driveway if, at the discretion of the City Engineer, such an access will not adversely effect traffic flows.

3. A median island shall be installed in Parcel "A". Parcel "A" shall be 70 feet wide, with a 17 foot median island, a pavement width of 18 feet in each direction, and six foot sidewalks. A free right turn lane, 165 feet in length, shall be added onto East bound Hwy 128. There shall be a minimum landscape width of ten feet behind the sidewalks which shall be privately maintained.
4. Median island geometrics, including location and sizes of median cuts and stacking lanes, shall be determined at the time of improvement plan submittal. The median island in Parcel "A" shall run from Hwy 128, south a minimum of 180 feet. Driveway access to all Parcels shall be limited in size, location, and number to allow for safe and efficient flow of traffic. Several Parcels, depending on their use and layout, may be limited to a single driveway per parcel. All access points are subject to the approval of the Director of Public Works. In the event that access is provided through common driveways, a common access and maintenance agreement for such common facilities shall be recorded concurrent with the Parcel Map. The form and content of these agreements shall be subject to approval by the Director of Public Works. These agreements shall include a clause which prohibits their modification after recordation without prior written approval by the City.
5. Applicant shall dedicate additional right-of-way and widen Highway 128 to its ultimate width along the entire property frontage. The City shall require a minimum of 120 feet in right-of-way. The proposed cross-section for Highway 128 between the project entrance and the on/ramp shall have two through lanes in each direction, a left turn pocket into the project, and provisions for a future landscaped median island. Adequate stacking shall be provided for the left-turn movement into the project to avoid blocking of the freeway on and off ramps. Transitions between the proposed and existing sections shall be made off-site, and the applicant shall be responsible for the acquisition of all rights-of-way required.
6. The 1992 Winters General Plan provides for limited access on Grant Avenue. By Resolution No. 92-14 dated May 19, 1992, the Winters City Council adopted development fees for new development including a Streets and Highways Facilities Fee. The subject Parcel Map provides for a street intersection with Grant Avenue which was not contemplated by the Winters General Plan. Therefore, to mitigate these impacts SUBDIVIDER agrees for himself and all successors in interest that building permits for Parcels 1 through 4 inclusive of the subject Parcel Map will require the payment of Streets and Highways Traffic Mitigation Fees in an amount which is 1.8 (one hundred and eighty percent (180%) the amount of the fee in effect at the time the building permits are issued. This additional fee is a mitigation measure addressed pursuant to CEQA to mitigate negative traffic impacts and the increase of the impact fee is utilized here only as a convenient vehicle to determine and administer the financial obligation and timing of payment.

7. The intersection into the project shall be permitted on a temporary basis. This intersection shall be eliminated by the City by installing a continuous median island down the center of HWY 128 in the event that any intersection between the North bound off ramps to I-505 and Main Street drops below level of service "C" in the future.
- 7a. On Hwy 128 median islands will be striped pursuant to City and Caltrans requirements, as part of improvements. Subdivider shall pay the City the cost of constructing, including landscaping and irrigation, for future median islands in Grant Avenue along the frontage of the property. Said fees shall be approved by the City Engineer and paid in full prior to the approval of the parcel map.

SEWER

8. The location of the proposed sewer lift station shall be determined by the City Engineer during preparation of the construction plans. This facility shall be designed to accommodate planned future utility crossings, and have a minimum of 24 hours storage. The El Rio Villa force main shall not be intercepted by the proposed sewer system.
9. The applicant shall dedicate an additional 15 foot of land to expand the existing 10 foot sewer easement to 25 feet. Details shall be worked out with the City Engineer.

FLOOD/DRAINAGE

10. Provide an easement for a future storm drainage line, and/or open channel, through the master plan area to serve properties located further to the north and west. Location and size of the easement shall be determined by the City.
11. The easement shown along the southern boundary of lot 2 shall be temporary. This storm drain line shall be replaced by a line down the projects entrance street when the street is extended. This line and easement shall be abandoned at that time.
12. The existing ditch along Highway 128 shall be undergrounded to the satisfaction of the City Engineer.

GEOTECHNICAL, GRADING AND EROSION CONTROL

13. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and

shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on the plans.

WATER

14. In addition to the water mains shown in the Master Plan, a 12" main shall be added on the West leg of the loop street connecting East Baker to Main Street as such time as this street is constructed.

LANDSCAPING AND OPEN SPACE

15. The proposed landscaping elements are not approved at this time. Landscaping and irrigation plans shall be prepared by a landscape architect, who is approved by the City, and included as part of the subdivision improvement plans and/or Site Plans. These plans shall be subject to review and approval by the Streets and Trees Commission.
16. The improvement plans shall include landscaping and automatic irrigation for the public right-of-way of Highway 128. Parcel "A" shall be adorned with cobbles. Said plans shall call for sleeves under the sidewalk and driveway, at each lot, for a future automatic irrigation system in the parkway strip as well as to the median islands.
17. Landscaping within open space areas, the public right-of-way, and other areas directed by the City shall be maintained through a landscape maintenance district. Formation of the district shall be required prior to the recordation of the final map and prior to development within any of the existing parcels. Contact the City Engineer's office for further details.
18. Landscape slopes along streets shall not exceed 3:1. Level areas having a minimum width of one (1) foot shall be required at the toe and top of said slopes.

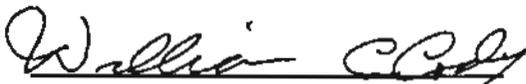
FIRE

19. A bulb of adequate radius for fire equipment turn-about shall be constructed at the southerly end of East Gateway Drive.

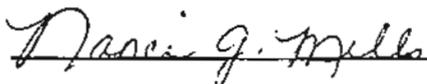
BE IT FURTHER RESOLVED, that the Planning Commission hereby approves the Mitigated Negative Declaration and Mitigation Monitoring Agreement for this project.

PASSED AND ADOPTED by the City of Winters Planning Commission on this 29 day of June, 1993, by the following vote:

AYES:	Brewer, Cody, Sanders, Taylor
NOES:	None
ABSENT:	Riley, Cummins, Chairman Cantor
ABSTAINED:	None


William Cody, VICE-CHAIRMAN

ATTEST:



Nanci G. Mills, CITY CLERK

ATTACHMENT C

**MINUTES OF A CONTINUED WINTERS CITY COUNCIL MEETING
HELD THURSDAY, JULY 22, 1993 AT 7:30 P.M.**

Councilman Martin made a motion to approve the Habitat Management Plan contract. Seconded by Councilman Pfanner. Motion carried.

DISCUSSION ITEM 8: GATEWAY MASTER PLAN

Councilman Martin made a motion to confirm the Planning Commission decision and approve the Gateway Master Plan. Seconded by Councilman Mosier. Motion carried.

AYES: Martin, Mosier, Mayor Chapman

NOES: Pfanner

ABSENT: Curry

DISCUSSION ITEM 9: APPOINTMENT TO WINTERS FIRE PROTECTION DISTRICT COMMISSION

Councilman Martin made a motion to recommend to the Board of Supervisors that Bob Ruggles be appointed to the Winters Fire Protection District Commission. Seconded by Councilman Mosier. Motion carried.

COUNCIL/STAFF COMMENTS

Council directed Staff to reschedule the 2X2 meeting.

Mayor Chapman indicated that there was going to be a Yolo County Communications meeting on August 12, 1993 at 7:00 p.m.

Councilman Mosier made a motion that Mayor Chapman sign Resolution 93-26 in place of Mayor Pro Tem Curry so that it may be taken to the County Assessors office. Seconded by Councilman Martin. Motion carried.

Mayor Chapman distributed a letter from Gary Condit in regards to state mandates and the funding thereof stating that a letter of response will go to him and Congressman Fazio.

Councilman Mosier made a motion to go into Executive Session at 8:48 p.m. to discuss association negotiations pursuant to Government Code Section 54957.6. Seconded by Councilman Pfanner. Motion carried.

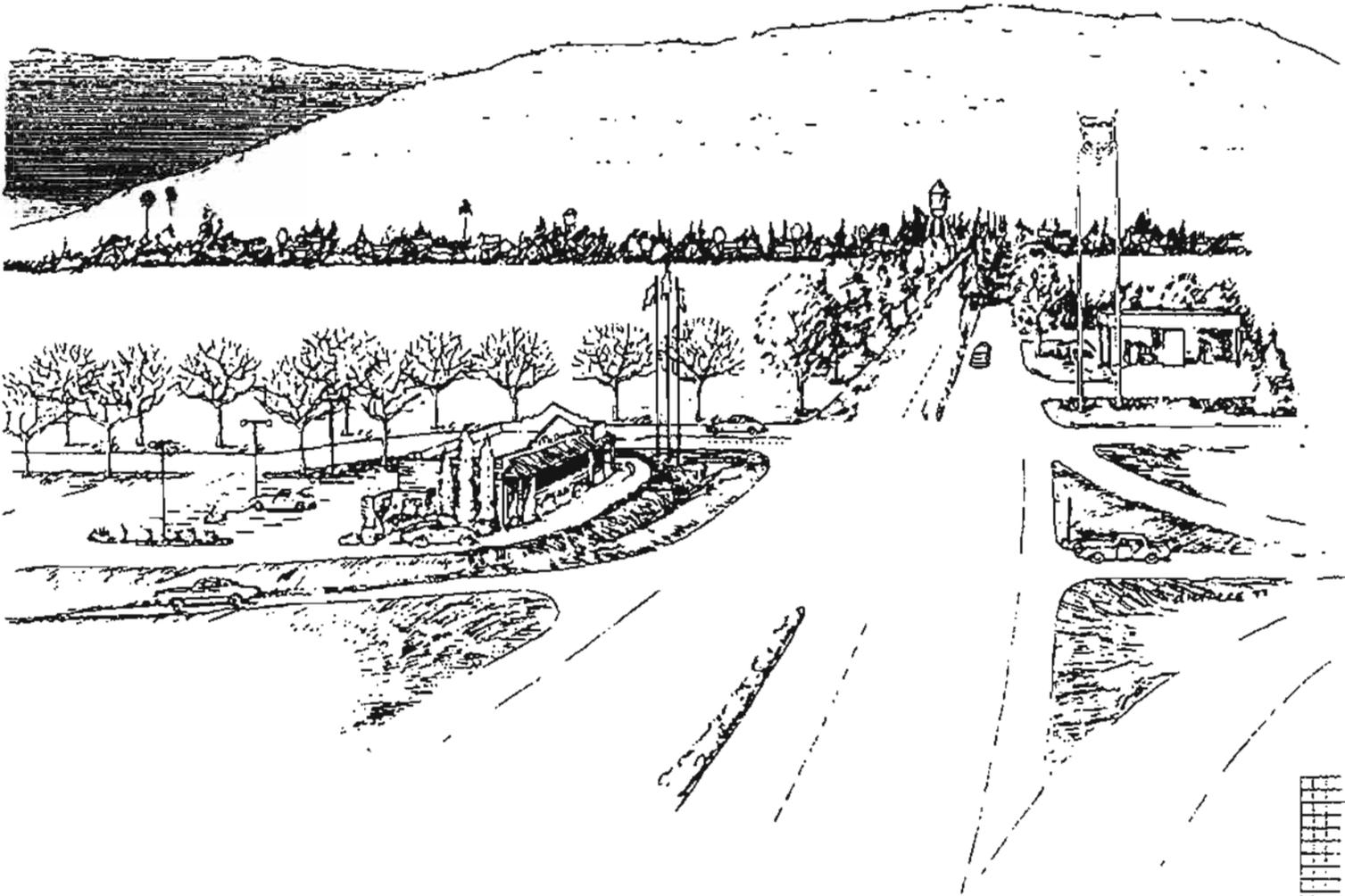
Those present in Executive Session were all Council except Curry, City Manager Watts and City Clerk Mills.

Councilman Martin made a motion to go back to Open Session at 8:49 p.m. Seconded by Councilman Mosier. Motion carried.

Councilman Martin made a motion to approve the MOU's for the WPOA, Employees Association and Mid-Management Association. Seconded by

ATTACHMENT D

Gateway Master Plan



April, 1993

Design & Land Planning:

Dan Figueroa
COMMUNITY PLANNING SERVICES

(916) 678-3015

CITY OF WINTERS

RESOLUTION 93-04

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WINTERS APPROVING THE WINTERS GATEWAY MASTER PLAN TO
GUIDE THE COMMERCIAL AND BUSINESS PARK DEVELOPMENT OF
APN 38-070-12 AND APN 38-070-08.

WHEREAS, the Planning Commission has noticed a public hearing pursuant to Government Code Section 65090 for the purpose of hearing testimony concerning the proposed project; and

WHEREAS, the coordinated planning of the property known as APN 38-070-12 and APN 38-070-08 was mandated by Winters General Plan; and

WHEREAS, the Winters Gateway Master Plan is consistent with policies set forth in the Winters General Plan and Winters Zoning Ordinance; and

WHEREAS, subsequent projects located in the Winters Gateway Master Plan area shall be consistent with the adopted Winters Gateway Master Plan; and

WHEREAS, pursuant to CEQA, the City has reviewed the project with an Initial Study and determines that with the implementation of mitigation measures stated herein, the project is not anticipated to have a significant environmental impact and a Mitigated Negative Declaration has been prepared; and

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Winters approves the Winters Gateway Master Plan with the following conditions:

CONDITIONS:

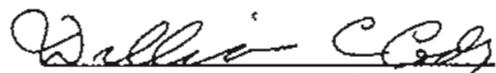
1. Subsequent projects in the Winters Gateway Master Plan area shall comply with applicable City of Winters Standard Conditions for Development, as determined by City Staff.
2. Applicant shall refine the Winters Gateway Master Plan document to reflect adopted conditions and plan modifications approved by the City, and shall submit twenty (20) copies of the revised document to the Community Development and Building Department.
3. Applicant shall pay assessment fees under Public Resources Code Section 21089 and as defined by Fish and Game Code Section 711.4 if necessary, and pay County Clerk filing fee for Notice of Determination.

4. Development along Putah Creek east of Railroad Avenue shall be set-back at least 100 feet from the top of the Creek bank. Where there is no discernable bank, the set-back shall be measured from the line closest to the Creek where riparian vegetation is permanently established and the landform is stable. Land from the centerline of the Creek to the set-back areas along Putah Creek shall be dedicated in the form of an open space and public access easement or in fee title to the City on final maps.
5. One 100 foot free standing multi-user sign shall be allowed.
6. Provide an easement for a future storm drainage line, and/or open channel through the master plan area to serve properties located further to the north and west. Location and size of the easement shall be determined by the City.

BE IT FURTHER RESOLVED, that the Planning Commission hereby approves the Mitigated Negative Declaration and Mitigation Monitoring Agreement for this project.

PASSED AND ADOPTED by the Winters Planning Commission on this 29 day of June, 1993, by the following vote:

AYES:	Brewer, Cody, Sanders, Taylor
NOES:	None
ABSENT:	Riley, Cummins, Chairman Cantor
ABSTAIN:	None


William Cody, VICE-CHAIRMAN

ATTEST:

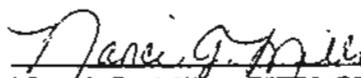

Nanci G. Mills, CITY CLERK

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- Flood Hazard Study*
- Stage I Traffic Study*

SUMMARY

The " Gateway Master Plan " has been prepared to implement the city's General Plan, which calls for a master development plan, as stated on page 9 of this report. The total master plan project area is approximately 53.9 acres, consisting of Highway Commercial (11.6 Ac.) and Business Park (42.3 Ac.) properties, which are separately owned.

The two properties are separated by a single boundary line from Grant Ave. to Putah Creek (See maps on pages 7 & 15). The entire site area was formally annexed to the City of Winters last July (Resolution No. 92-34).

Both properties *front on* Grant Ave to the north. The south bound on ramp to Interstate 505, a 4-lane freeway, forms the *eastern boundary* of the master plan area and of the 11.6 acre Highway Commercial site. *On the south*, Putah Creek forms a natural boundary. Land *to the west* of the business park area is presently being developed as Putah Creek Hamlet, a 70 acre master planned project.

Owner of the Commercial Highway area has applied for a Parcel Map to divide the 4.4 acre northerly portion into four lots. A McDonald's restaurant is planned for the lot which lies at the northeast corner of the site. Since there are no immediate plans for development of the remaining Commercial Highway area, or the Business Park, much of this report concentrates on Phase I.

Early studies of the project area revealed a number of issues involved with future development of the master plan area:

Visibility

Situated at the intersection of Interstate 505 and State Route 128 (Grant Ave.), the area is highly visible to travelers who either pass by or enter Winters. Views, site design, and streetscapes are addressed throughout this report.

Traffic Access

Because of questions regarding access to the Commercial Highway area (East Gateway Dr.), the city's General Plan transportation consultant was commissioned to evaluate traffic and recommend appropriate control measures. Traffic is discussed on pages 16 etc. and appendix "B".

Utility Coordination

Due to the distance from the master plan area to existing water and sewer connections, studies were needed to determine appropriate infrastructure design. The Phase I discussion and Infrastructure plan describe conceptual utility designs.

Storm Drainage

A portion of the master plan area was designated as prone to flooding, based upon studies conducted in 1977. However, physical changes in the area have diminished flooding potential, as discussed on page 24 and in appendix "A".

PLANNING SCOPE & PURPOSE

The Project

There are three levels of detail in the Gateway Master Plan. The greatest degree of analysis coincides with Phase I, a four parcel land division which will include a McDonald's Restaurant. Although it is only 8% of the master plan area, Phase I contains all elements of streetscape design for the project. The next degree of detail applies to the Commercial Highway remainder area. No specific uses are envisioned for the remainder, although the design concepts for Phase I would be applicable.

The least amount of detail is provided for the three Business Park areas, since there has been no development proposals or concepts presented for the area. The Special Commercial (C-S) zoning classification best describes the Business Park concept as, "A large lot commercial zone to provide a sightly location for the sales of commodities, performance of services, wholesale and distribution uses, and other types of business needing outdoor or large area display." The overall roadway alignment, street standards, and backbone utility design discussed for Phase I would also apply for the Business Park.

The following Land Usage Table summarizes land uses within the master plan area. On the second following page, the Gateway Land Use Plan illustrates the physical relationship between uses. East and West Gateway Drives form the two roadway entrances to the project, connected by South Gateway Dr., which links the Highway Commercial areas to the Business Park. The Putah Creek area and access are highlighted as significant planning features. Design concepts for integration of natural creek features with the master plan are illustrated later in the section titled, "Site Relationship to Putah Creek".

A Parcel Map has been submitted to create four Commercial Highway (C-H) lots. A variety of site plan and streetscape design themes will set the tone for future C-H development. The first building project of the development will be a McDonald's restaurant. McDonald's will be located at the northeast corner of the master plan area with frontages on Grant Ave. and the southbound on-ramp to Interstate Route 505. Three other lots, which make up Phase I of the Winters Gateway plan, will be developed in accordance with C-H zoning regulations, as well as master plan concepts.

Due to its physical relationship with two state highways, the parcel map and some of the landscape design elements will be reviewed by Cal Trans staff. Conditions to the Parcel Map would typically require coordination with Cal Trans.

Land Usage Table
Planned Commercial / Business Park (PCB)

Land Use	Zoning	Acreage
<u>Highway Commercial - Phase I</u>	C-H (Hwy. Com.)	
Lot 1 (McDonald's)	"	1.0 ac.
Lot 2	"	1.0 ac.
Lot 3	"	0.9 ac.
Lot 4	"	0.9 ac.
East Gateway Drive		0.6 ac.
Subtotal Phase I		4.4 ac.
<u>Highway Commercial - Remainder¹</u>	C-H (Hwy. Com'l.)	7.2 ac.
<u>Business Park - Future</u>	C-S (Special Com'l.)	
Parcel A	"	12.7 ac.
Parcel B	"	5.3 ac.
Parcel C	"	24.3 ac.
Subtotal Business Park		42.3 ac.
TOTAL SITE ACREAGE		53.9 Ac.

¹Motels typically need larger sized lots than those proposed in Stage I. Other conditions may also dictate that a more appropriate site may be need to be created through a future lot line adjustment or a future parcel in the "Remainder" area.

WINTERS INFORMATION

- MIDCOURT'S RESTAURANT TO HAVE OUTDOOR DISPLAY MAP OF WINTERS.
- DOWNTOWN INFORMATION BOOTH ON EDGE AT LOCATION HAVING HIGH VISIBILITY AND EASY PUBLIC ACCESS.

WINTERS GATEWAY GRAND LANDSCAPE THEME

- LANDSCAPED WINDSHIELD.
- DISTRICTS AND PARKS.
- TREE FRINGES AT WINTERS.
- CATHWAY STREET ENTRANCES.
- LANDSCAPE MASTER PLAN BY CITY.

TRANSIT STATION W/ BUS TURNOUT

STAGE I DEVELOPMENT

- FIRST STAGE TO INCLUDE A COMMERCIAL HIGHWAY LOT AND 3 BUSINESS PARK LOT.
- UTILITY INFRASTRUCTURE TO BE SIZED FOR FULL DEVELOPMENT, BUT STURVED AT STAGE I BOUNDARY.
- PARKED MEDIAN WITH VURNS FOCUSED ON GRANT AVE. EXISTING OFF-RAMP TO REMAIN.
- NEW STOPS & PAPER MOUNTS ON GRANT AVE.
- DRIVE TO EXISTING CHANGEL NEXT TO FREEWAY ON-RAMP.
- WINDWAY FOOT & GRAND THEME LANDSCAPE TREATMENT.

TALL CANOPY LANDSCAPE THEME

- TREE OPTIONS TO ORIGINALLY DISTANCES.
- TALL CANOPY TREE SPECIES SELECTED TO PREVENT DAMAGE FROM HIGH VEHICLES.

HIGHWAY EDGE LANDSCAPE

- TREES GROUPED TO ALLOW VISIBILITY TO COMMERCIAL SITE.
- SPECIES TO INCLUDE NATIVE OAKS.
- COMPATIBLE WITH DROUGHT TOLERANT PLANTINGS.

PUTAH CREEK ACCESS (OPTIONAL)

- PAVED-GRAVEL ACCESS PATH TO PUTAH CREEK.
- TRAIL, TREE LINE & SIGNAGE.
- LANDSCAPING ON ADJOINING LOTS TO ENHANCE PATH APPEARANCE & SAFETY.

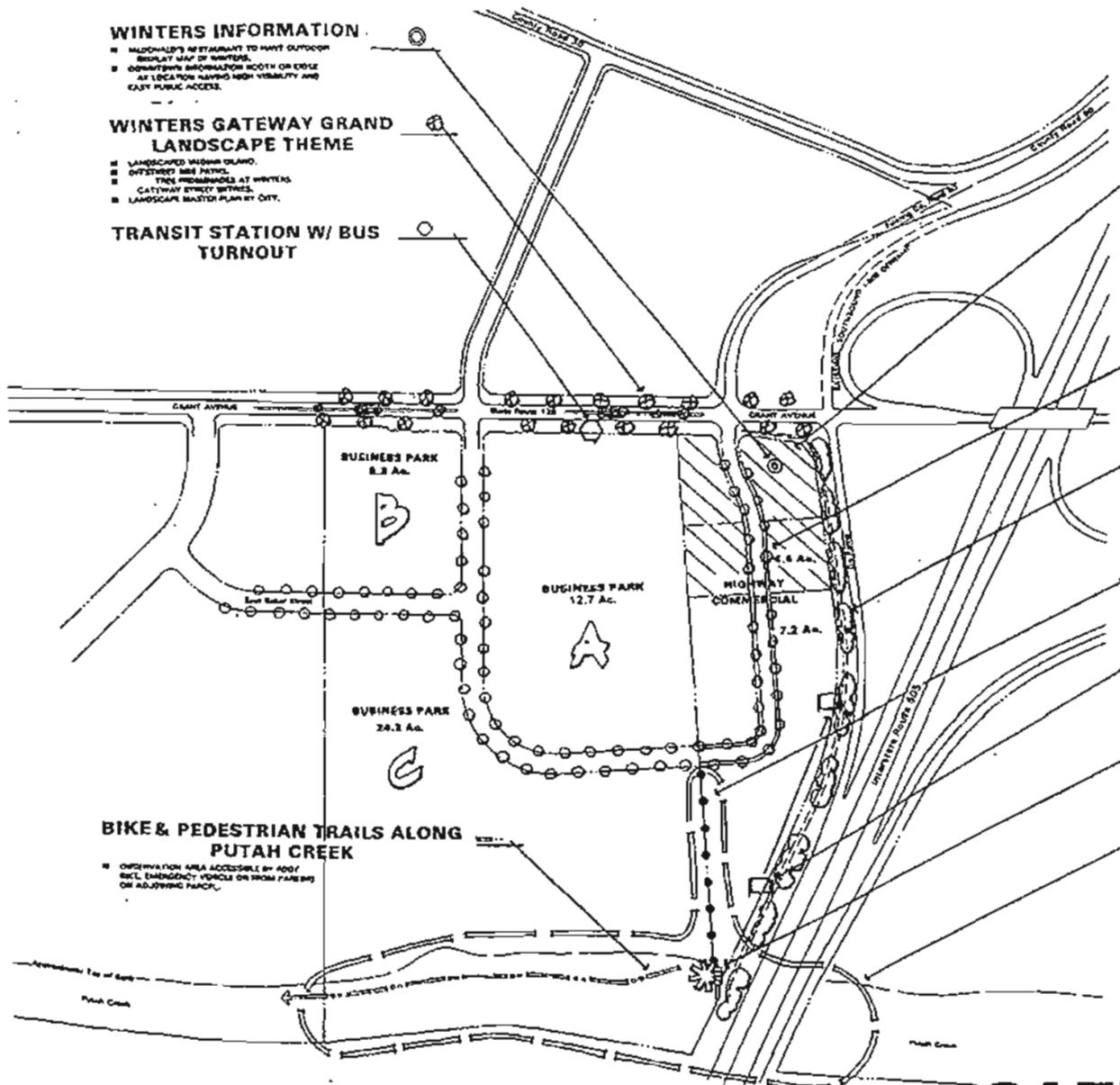
FREE STANDING MULTI USER SIGN

CREEK ACCESS POINT

PUTAH CREEK AREA

BIKE & PEDESTRIAN TRAILS ALONG PUTAH CREEK

- OBSERVATION AREA ACCESSIBLE BY FOOT OR BY EMERGENCY VEHICLE ON TRAIL (FARM) OR ADJOINING PARCEL.



LAND USE GATEWAY MASTER PLAN

APR. 1983

Surrounding Land Uses

A brief review of the Land Use Plan diagram should illustrate notable land use relationships, which affect development of the site. The freeway, Putah Creek, Grant Ave., etc. are adjoining features which affect future development. A look at the table of contents might also indicate issues of concern to the citizens of Winters. These land use relationships and concerns were highlighted in earlier deliberations on the Winters General Plan revision. This report and master plan diagrams are the result of site specific analyses conducted since adoption of the city's plan, and is focused to address relationships and issues in light of the general plan.

Master Plan Relationship to the General Plan

In the Winters General Plan², the Gateway area is designated as "Planned Commercial/Business Park". This land use designation is defined in the general plan as follows:

"This designation provides for restaurants, service stations, hotels and motels, retail and amusement uses, which are oriented principally to highway and through traffic, offices, light industrial, and wholesale commercial uses, public and quasi-public uses, and similar and compatible uses. the FAR shall not exceed 0.40³.

All development under this designation shall be approved pursuant to an adopted master development plan (e.g., specific plan). As these master development plans are approved, the Planned Commercial/Business Park designation shall be replaced though a general plan amendment with the Highway Service Commercial, Business/Industrial park, Open Space, or Public Quasi-Public designations as the City deems appropriate based on the approved master development plan."

During deliberations on the recently approved general plan revision, the Winters City Council and Planning Commission discussed this special land use designation for the two properties combined in the Winters Gateway Master Plan. As reflected in their February 26, 1992 decision summary, the city concluded:

"Eliminate the Recreation/Parks designation along Putah Creek and replace with narrower band of Open Space; redesignate the area currently designated Highway Service Commercial and Business/Industrial Park as Planned Business/Industrial and provide for highway service commercial uses."

The basic intent of this provision was to insure that the Business Park and Highway commercial areas would receive joint planning consideration, thereby promoting design compatibility and infrastructure coordination.

²Winters General Plan Policy Document, adopted May 19, 1992.

³Floor Area Ratio (FAR) is the ratio of gross building square footage to the net lot acreage.

GENERAL PLAN POLICIES

Other General Plan policies have less direct application to the Gateway Master Plan than those which direct allowable land use. However, it is possible to promote a broad spectrum of subjects. Selected policy examples from the Land Use, Natural Resources, and Community Design Sections of the General Plan include the following:

I.D.2

"The City shall promote the establishment, maintenance, and expansion of businesses in Winters that generate high retail sales taxes as important contributors to the local economy."

I.D.5

"New commercial and office development along Highway 128/Grant Avenue shall be designed to avoid the appearance of strip development."

VI.A.2

"In reviewing development proposals, the City shall consider the project's potential for adversely affecting water quality in Putah Creek, Dry Creek, and the area's groundwater and shall condition development approvals to avoid or adopt all feasible measures to mitigate any identified significant effects."

VI.D.1

"The City shall require that all new development along Putah Creek east of Railroad Avenue be set back at least 100 feet from the top of the creek bank, that all new development along Putah Creek west of Railroad Avenue be set back at least 50 feet from ... Where there is no discernable bank, the setback shall be measured from the line closest to the creek where riparian vegetation is permanently established."

VI.D.2

"Except for ... , the Putah Creek and Dry Creek corridors should be preserved as much as possible in their natural state. Public access and recreational developments shall be sited to minimize impacts on sensitive wildlife habitat or riparian vegetation."

VIII.A.6

"The City shall promote the creation of a continuous and integrated open space network that includes Putah Creek, Dry Creek, city parks, schools, the golf course, ..."

VIII.A.7

"The City shall establish design guidelines for new development along Highway 128/Grant Avenue reflecting its designation as a Scenic Highway. The City shall work with Caltrans and Yolo County in developing consistent guidelines."

VIII.D.6

"In conjunction with new development along I-505, the City shall require extensive landscaping and the planting of new trees to screen development from view along I-505."

PHASE I DEVELOPMENT

Development Proposal

At this time, the project consists of a four lot Parcel Map on approximately 4.4 acres (Phase I) of the highway commercial property. The four parcels are shown on various maps within this master plan report. Development of Phase I parcels, an approximately 4.4 acre portion of the Commercial Highway area, is scheduled for development in Summer or Fall of 1993.

Although the Parcel Map was submitted to the city last October, city staff indicated that Initial sewer design needed modification. As shown on the Phase I Infrastructure Plan, about 3,600 feet of the existing 6" sewer force main which serves the El Rio Villa neighborhood will be abandoned at a point near East Gateway Drive. Instead, the El Rio Villa sewer line will empty into the new main constructed with phase I of the Gateway, then gravity flow westward toward a new lift station.

As mentioned earlier, plans to construct a McDonald's Restaurant at the northeast corner of Stage I will soon be submitted. Submittal of the development applications for McDonald's is expected to occur shortly after the Parcel Map is considered by the City of Winters. To accommodate the McDonald's project and the remaining three parcels in Phase I, a portion of the "backbone", or utility main infrastructure, will be developed as a condition of parcel map approval.

According to the real estate specialist who has assisted in preliminary marketing⁴ for the highway commercial area, the balance of Phase I could possibly be developed as:

- Convenience Market / Service Station
- Sit Down Restaurant
- Motel
- Other uses allowed by Winters Zoning Ordinance

⁴Per discussion and written communications between Dan Figueroa (C.P.S.) and Alan Cain of Real Estate Services during August and September, 1992.

Phase I Utility Infrastructure

The Winters General Plan, along with the master water, sewer, drainage, and circulation plans, provide the conceptual land use framework for development of the 53.9 acre master plan area, as well as other existing and future areas of the city. Those concepts were instrumental in preparation of the Phase I Infrastructure Plan shown on the following page.

Water System

A new city water well was recently constructed as part of the Putah Creek Hamlet project, which lies to the west of the Gateway Master Plan area. As part of Phase I, a new 14" main will connect to this main along Grant Ave. Later, as the Remainder and Business Park areas are developed, the new main will be looped through Gateway Drive and Baker Street. The Preliminary Utility Plan, shown on page 28 (prepared by Yolo Engineers), illustrates the overall system.

An existing water well at the south end of the remainder area will be either abandoned, or it may be used for landscape irrigation in the future.

Sewer System

A more efficient and cost effective alternative to the Sewer System Master Plan is being proposed for the Gateway Master Plan area. Wastewater from the entire master plan area will gravity flow northward to a new line in Grant Ave. Phase I, however, will include only that line to serve the four parcels and the Grant Ave. main.

At Grant Ave. the new sewer main will flow westward to a point between West Gateway Dr. and Main St., where a new lift station will elevate wastewater to allow continued gravity flow. At Main St., the new main will flow south and empty into the existing portion that was constructed with the Putah Creek Hamlet project. To take maximum advantage of this new line, the 6" El Rio Villa sewer force main will empty into the Grant Ave. line, as shown in the Phase I Infrastructure Plan.

Drainage

Prior to a number of roadway and storm drainage construction projects, a portion of the area was subject to periodic flooding. However, as addressed in Appendix "A", designation as flood prone is no longer appropriate. Generally speaking, surface drainage on the master plan area flows gradually to the south and east.

Phase I drainage will be carried along gutters constructed as part of East Gateway Dr. to inlets at the south edge. As shown on the following map, storm drainage will then be carried through an 8" pipe eastward to an existing drainage ditch along the I 505 on ramp. Eventually, storm drainage will flow south along East Gateway Dr. to a 30" drain line and easement, which will serve as the long term system when the Remainder and Business Park areas are developed. The easement will be 15' wide along both the Remainder and the east edge of Business Park "C", for a overall width of 30'. If an optional Putah Creek access is not needed (see map on page 43), the easement width can be reduced.⁵

Roadways

In Phase I, East Gateway Dr. will be constructed to serve only the four proposed parcels. A typical wooden barrier will deter access to the Remainder area. Grant Ave. will be widened at a taper toward the Phase I entrance at East Gateway Dr. Full widening and landscape improvements will be constructed on Grant Ave. as determined necessary by the City Engineer through the Parcel Map process.

Gas and Electric

Existing gas and electric lines are indicated on the north side of Grant Ave., as shown on the Preliminary Utility Plan (see page 28). An electrical trench to carry new utilities will be dug from the overhead power lines, across Grant Ave., then east to East Gateway Dr. Gas and Electric service to Phase I and future Remainder parcels will be carried underground within the project.

⁵It is uncertain if public access will be required as part of the Lower Putah Creek Resource Management Plan. The creek plan is presently under local, state, and federal study. The Optional Putah Creek Access Plan, located on page 43 of the Gateway Master Plan illustrates one of many concepts for public access.

Phase I Traffic Analysis

The Winters Gateway Traffic Study, prepared by Wilbur Smith Associates, the firm which prepared the city's Circulation Master Plan, analyzes the traffic effects associated with development of four parcels in Phase I of the project. Design parameters for their study were determined through coordination with Caltrans.⁹

A copy of the WSA traffic study is attached to this master plan. As a basis for the study, a worst case traffic scenario was projected for future traffic related to Phase I (4 parcels), which includes the McDonald's Restaurant development. The study is considered "worst case", because of the following assumptions:

- a) Future traffic projected without the project assumes full development of flood prone areas within the city's Drainage Study Area.
- b) No signal controls are assumed on Grant Ave before the year 2000.
- c) WSA uses a "short range base" study period of eight (instead of 3 to 5) years, thereby projecting that base traffic, by itself, would gradually deteriorate to Level of Service "E" before trips from the project are considered.
- d) Although current speed limit on Grant Ave. is posted at only 45 mph along the master plan frontage, a speed of 55 mph is used to determine LOS level for intersections affected by the project.

Wording of these condensed assumptions and the following three measures, proposed to reduce traffic impacts, were reviewed and approved through faxed messages by the traffic study author (M. Ridgeway, WSA) on 10/20/92.

⁹Discussions by Matthew Ridgeway (Wilbur Smith Associates) and Dan Figueroa (Community Planning Services) with Jim Brake, Caltrans, Traffic Branch - Highway Operations Section, District 3, Marysville. (May - July, 1992)

Despite these worst case conditions, three measures are recommended to reduce projected traffic impacts to acceptable levels:

- 1) Construct a west bound acceleration lane⁷ at the project (Phase I) entrance for site traffic to merge with opposing traffic, based on current posted speed limit of 45 mph.
- 2) Contribute proportionate share of fees from project Building Permits to incrementally finance signalization improvements on Grant Ave., as needed to handle traffic growth in the future.
- 3) Monitor travel speeds on Grant Ave. to determine traffic conditions which would warrant reduction of posted speed limit to 35 mph.

Future Traffic Controls

Reduction of speed along the Grant Ave./SR 128 corridor could logically be expected to result from increased traffic associated with future development of the city in accordance with the adopted general plan. Speed reduction, in itself, would improve traffic safety to a degree which would improve projected levels of service for unsignalized roadway intersections.⁸ Without question, pedestrian safety and traffic flows at unsignalized intersections would also be improved.

Ordinance 92-06 and Resolution 92-14 set forth the city's financing mechanism to pay for roadways and other infrastructure needed to serve a future population of 12,500 people by the year 2010. Grant Ave. widening, signal improvements, and other circulation improvements throughout the city will be funded through fees collected at the time that building permits are issued.

⁷At the posted speed of 45 mph, the acceleration lane would be about 540 feet in length. At a speed of 35 mpg, the lane would be 420 feet long. The traffic study assumes a higher than posted speed of 55 mph.

⁸See speed discussion on pages 14, 15, and Table 4 of the Winters Gateway Traffic Study.

Long Term Improvements are discussed to a minor extent on page 15 of the WSA traffic study. Further traffic analysis is expected to accompany development proposals beyond Stage I of this master plan.

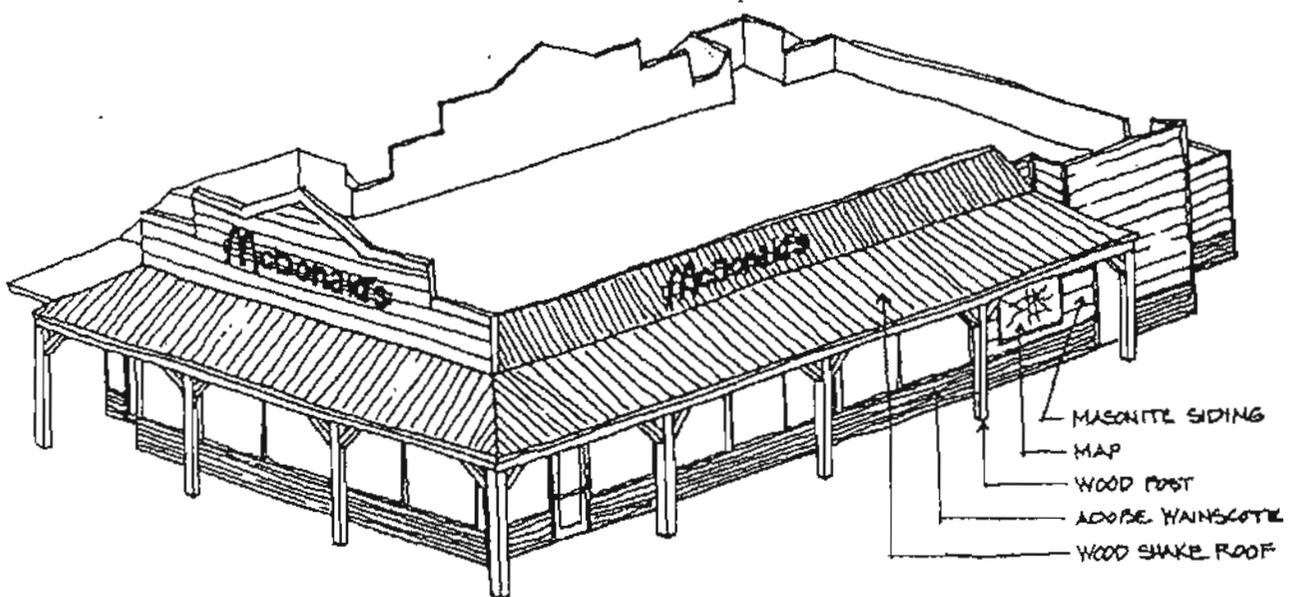
At a time during review of early general plan draft reports, a bridge to the site from Johnson Rd. was considered. Due to its high expense and marginal improvement of overall traffic conditions, this improvement was excluded from consideration in both the Circulation Master Plan and the Development Impact Fee analysis.

Building & Signage Design Themes

The following "Western Concept" is one of many conceptual themes which are possible for the project. Underlying the subject of building themes is a strong desire of the Winters community to retain its small town character, while also supporting a healthy local economy. Two important travel corridors for the city are Highway 505 and Grant Ave. Although a design theme is desired, flexibility will be needed when actual development plans are reviewed.

Western Concept - McDonald's Restaurant

A conceptual design theme for the Commercial Highway area of Winters Gateway was presented to McDonald's representatives at a meeting with on July 10, 1992. Since that meeting, the property owner has accepted an offer from McDonald's to purchase a site for a new restaurant in Stage I. The drawing below illustrates a number of building design characteristics which form a "Western Theme", as drawn by the architect for the proposed McDonald's project.



Commercial Highway Design Coordination

The "Western Theme" embodied by McDonald's proposal incorporates a number of design features which may be considered part of an American small town, Main Street character concept. Future Commercial Highway developments could incorporate this theme and the following features to provide a coordinated design identity to the project.

The proposed elements of site and building design provide a **basic framework**, or guide to encourage an attractive and unique appearance that would help to attract the traveling public and be a source of pride to the Winters community.

Commercial Highway Buildings

Facades

- Designs should include all facade elevations to eliminate any unfinished looking exposures
- Use of Board and Batt siding provides a less manufactured appearance while providing shadow and texture to wall surfaces
- Horizontal or vertical wood siding
- Rounded Plaster for Southwestern style

Windows

- Divided or Modular in Groupings of vertically proportioned, divided panes, etc.
- Operable windows to facilitate natural cooling
- Avoid Large Areas of Sheet Glass
- Use of Clearstory Windows or greenhouse style is preferred over skylights

Roof Lines

- Decorative Parapet accented with signs, lights, lamps, clocks, etc. (see "Western Concept" on page 19)
- Parapet and roof wells to screen roof top mechanical equipment
- Combined Shed, Hip, or Gable with exposed rafter tails or decorative gutters
- Covered Areas or Walks
- Exposed structured elements, i.e. posts, beams, trusses and railings.

Accent

- Indirect Lighting of Signs, Roof, Covered Walks, Landscaping, and Landscape Features.
- Secure, convenient, covered (if possible) bicycle parking area, situated near entries
- Sculptures or murals

Landscape Accents

- Western Ranch Wood Fencing or Screening
- Wells, Windmills, Water Tower, Hitching Rails, Wagons, Barrels, Clocks, etc.

Commercial Signage

Building & Entry Signs

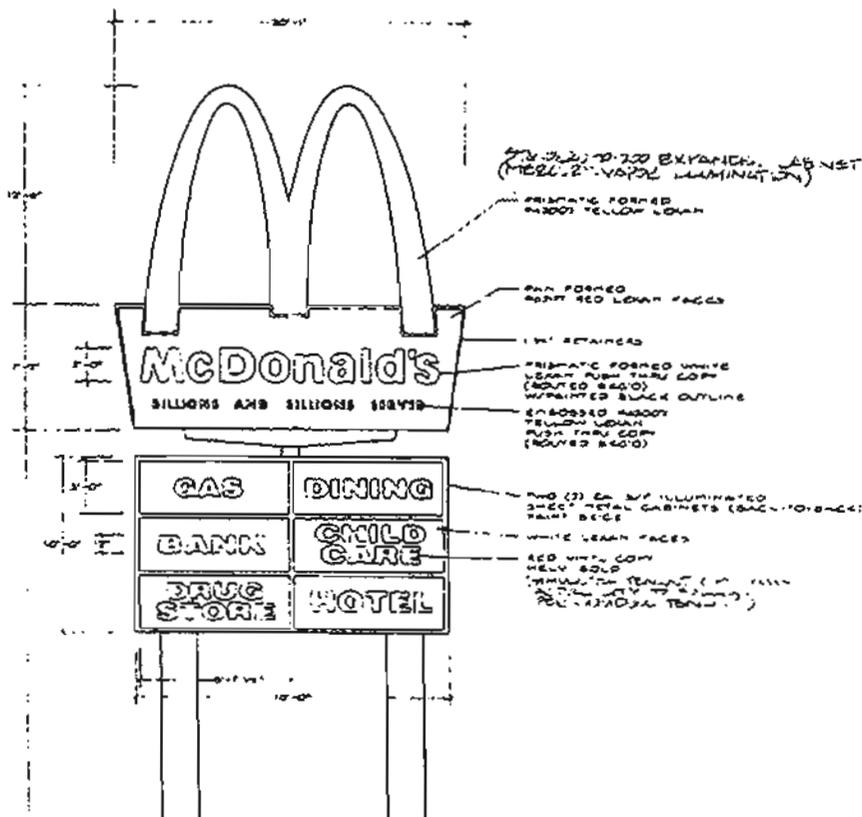
- Painted Wood Materials
- Indirect Lighting
- Western Lettering
- Wood or Woodlike Framing for Plastic Signs
- Mounted in Pre-Designed Building Parapets.
- Entrance or Identification Signs suspended below Covered Walkways.

Free Standing Signs

Two (2) Multi User, Free Standing Signs are proposed for the Commercial Highway property. Sign locations have been indicated on the Land Use Map shown on page 7.

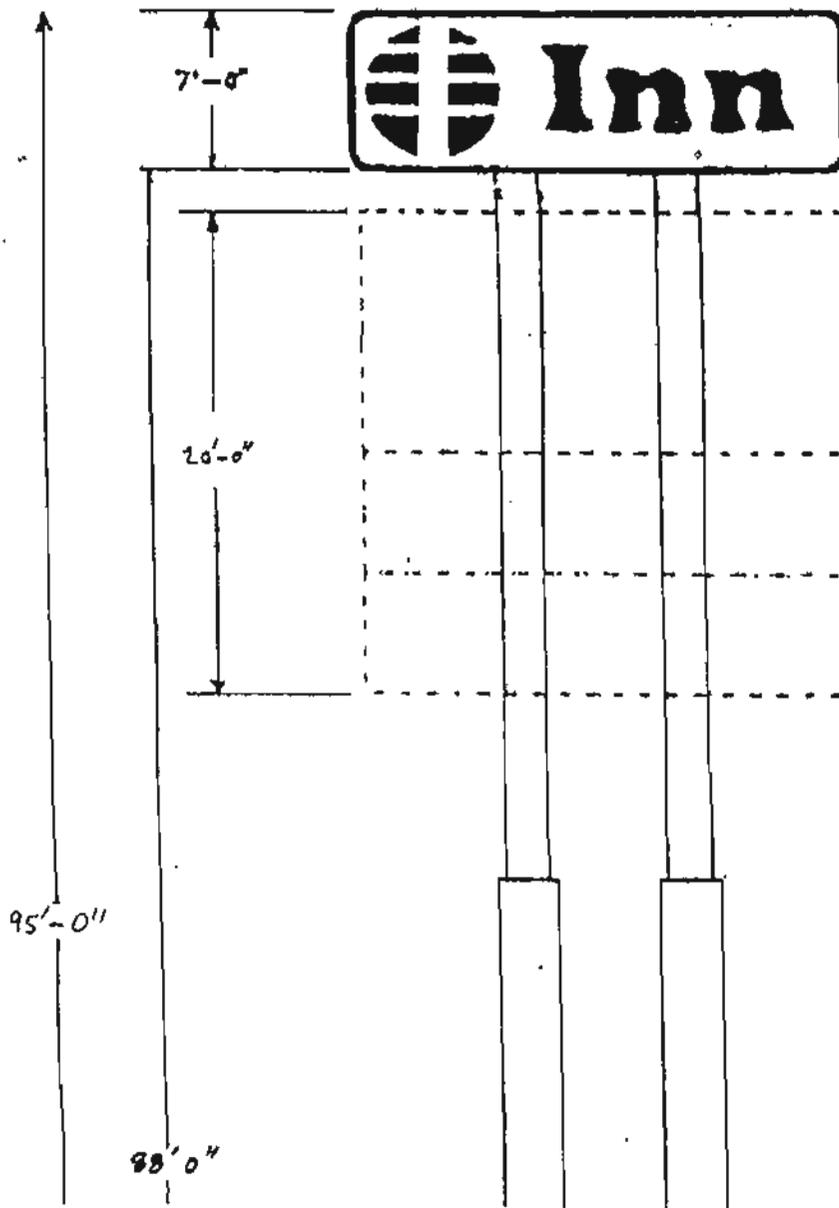
Earlier in the planning process, it was thought that a single sign would suffice for the entire commercial area. However, given the possibility of as many as ten potential users, a single sign could look burdened, or may not adequately identify new businesses for freeway visibility.

- A. A 100 foot tall freeway sign is proposed, advertising McDonald's at the top (See Below). Approximately 800 sq. ft. of double sided sign area is expected.



Free Standing Signs

- B. A second, 100 foot tall freeway sign is proposed at the southerly tip of the Commercial Highway "remainder" area, as shown on the Land Use Map on page 7. A motel user would likely take the top advertising position, as shown below:



Drainage Analysis

A "Flood Hazard Map Revision Study" was completed for the project by Yolo Engineers. (See Appendix) A formal Letter of Map Revision (LOMR) will be submitted to the Federal Emergency Management Administration (FEMA) as a prior condition of annexing the project to the city. With regard to potential flood hazard, Yolo Engineers has concluded:

"In summary, it has been determined that with removal of a 24" culvert within the south roadside ditch of Highway 128, existing infrastructure is capable of conveying runoff generated by a 100 Year Storm without flooding those properties proposed as Winters Gateway. Development of Winters Gateway and Putah Creek Hamlet will further reduce the risk of flooding by rerouting runoff directly to Putah Creek and away from infrastructure associated with this study."

As part of the Parcel Map process for Phase I, an encroachment permit must be submitted for approval by Caltrans for discharge into their channel, as proposed for this master plan. Internal drainage flow is shown on page 14 of this report.

FUTURE SITE DEVELOPMENT

Highway Commercial

From a long term marketing standpoint, the 7.2 acres of remainder Highway Commercial, or second stage of development, may eventually be a small business park for firms which would like freeway exposure without necessarily the best vehicular access from Grant Ave. Such uses might include:

- Boat or RV Sales businesses
- U Haul Rental service
- Retail Showroom Oriented Shops
(i.e. Ortho Mattress, Bars and Stools,
Krause Sofa, furniture store, etc.)
- Motel Site

Generally speaking, future uses on the 7.2 acre area would conform to the C-H (Commercial Highway) Zoning District. Permitted, Conditional, and Accessory land uses for that zone are defined in the zoning ordinance under the C-H District regulations.

On the proposed parcel map application for Phase I, this future commercial area will be designated as "remainder". For any development permit applications which follow Phase I, the city could explore codes, guidelines, or recommendations to the General Plan or other policy documents. Such changes might affect future commercial development on the remainder area. However, adoption of the Winters Gateway Master Plan should provide a guideline for those Highway Commercial projects which follow Phase I.

Winters population may have to substantially increase before there is a market demand for development of the remainder area. Before the developer would seek permits to develop the remainder, a more careful marketing analysis would have to be conducted. However, commercial highway design standards adopted for Phase I would also apply this seven acre area.

The commercial property owner anticipates that Phase I could take several or more years to complete. Other than grading as needed to balance land movement in Phase I construction, no infrastructure improvements will be provided to the remainder area. In the interim, it is possible that the Highway Commercial remainder might periodically be used for a farmers market, turnaround, parking, or other dry weather uses. Such temporary uses would be subject to Use Permit or other zoning regulations and city policy in effect at the time they are considered.

Business Park

Business Park parcels A, B, and C are presently owned separate from the highway commercial area. As shown in the Master Land Usage Table, these three business park parcels are 12.7, 5.3, and 24.3 gross acres in area. At this size, a number of land planning options are available. Based upon a review meeting with city staff, it is assumed that in the future, a more detailed master plan may have to be submitted for this area.¹⁰ The logical time for this to happen would be when the property owner or a developer contemplates some specific use for some or all of the Business Park area.

¹⁰the project master planner, Dan Figueroa, met with city representatives in Winters to discuss the general framework of The Gateway Master Plan. It was determined, that the Business Park area of approximately 24.3 acres should primarily be analyzed only in terms of "backbone infrastructure" planning needed to define future development of the area in context of the recently adopted general plan and master utility plan documents.

Business Park, Con't.

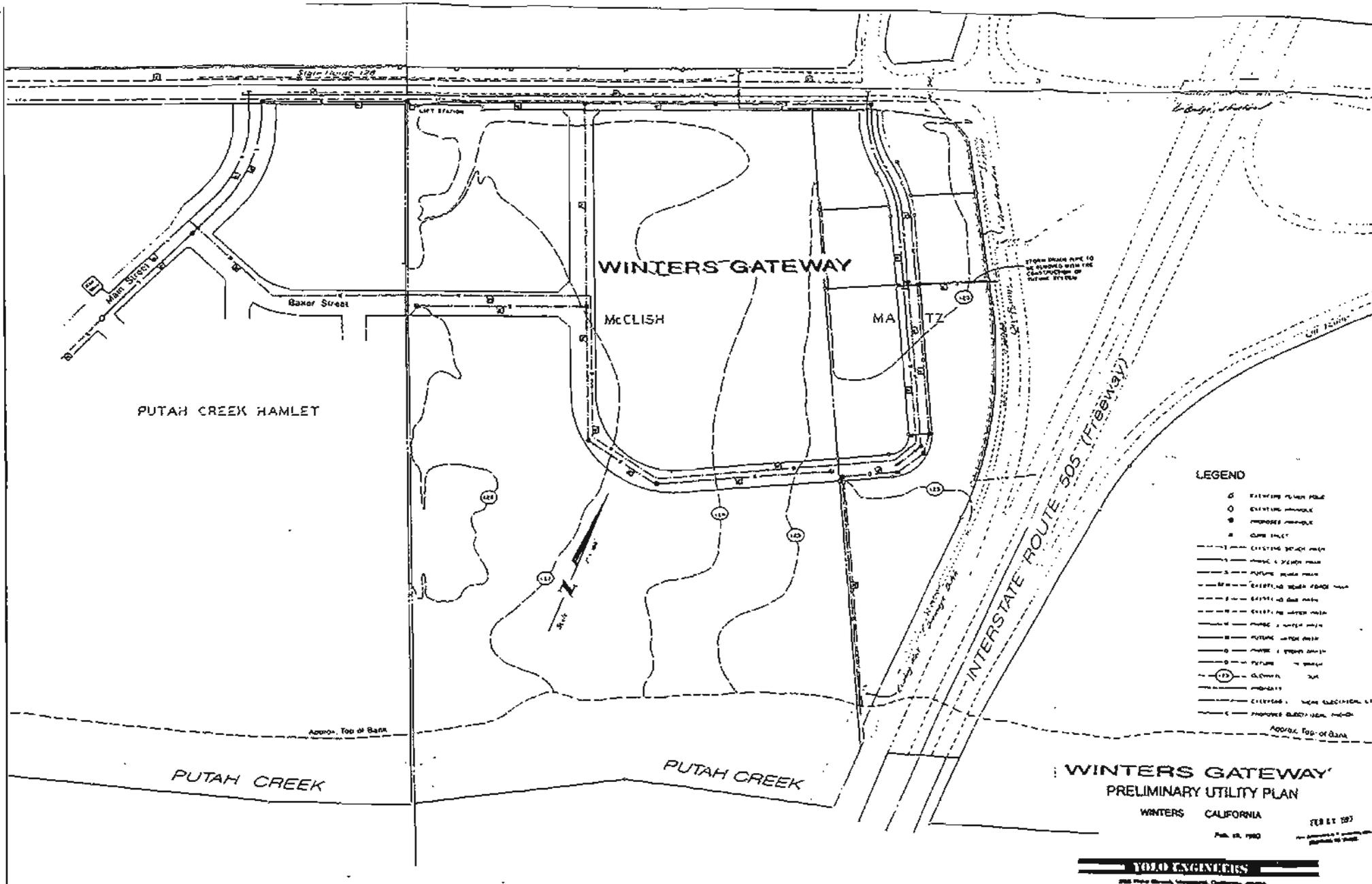
For this master plan, it is assumed that future development of the **Business Park** could theoretically proceed under two possible zoning categories. Either the S-C (Special Commercial) Zone, which provides for the following:

"A large lot commercial zone to provide a sightly location for the sales of commodities, performance of services, wholesale and distribution uses, and other types of business needing outdoor or large area display."

Or

The plan would also accommodate development under the set of regulations found in the M-1 (Light Industrial) Zone, which be:

"To encourage sound industrial development of the non-business type by providing and protecting an area exclusively for such development which area, in turn shall be compatible with adjoining non-industrial areas."



- LEGEND**
- EXISTING POWER POLE
 - EXISTING MANHOLE
 - PROPOSED MANHOLE
 - CURB INLET
 - EXISTING SEWER MAIN
 - PROPOSED SEWER MAIN
 - FUTURE SEWER MAIN
 - EXISTING WATER MAIN
 - EXISTING GAS MAIN
 - EXISTING WATER MAIN
 - FUTURE WATER MAIN
 - FUTURE GAS MAIN
 - FUTURE 15" WATER MAIN
 - EXISTING 15" WATER MAIN
 - EXISTING 12" WATER MAIN
 - EXISTING 10" WATER MAIN
 - EXISTING 8" WATER MAIN
 - EXISTING 6" WATER MAIN
 - EXISTING 4" WATER MAIN
 - EXISTING 2" WATER MAIN
 - EXISTING 1" WATER MAIN
 - EXISTING 1/2" WATER MAIN
 - EXISTING 1/4" WATER MAIN
 - EXISTING 1/8" WATER MAIN
 - EXISTING 1/16" WATER MAIN
 - EXISTING 1/32" WATER MAIN
 - EXISTING 1/64" WATER MAIN
 - EXISTING 1/128" WATER MAIN
 - EXISTING 1/256" WATER MAIN
 - EXISTING 1/512" WATER MAIN
 - EXISTING 1/1024" WATER MAIN
 - EXISTING 1/2048" WATER MAIN
 - EXISTING 1/4096" WATER MAIN
 - EXISTING 1/8192" WATER MAIN
 - EXISTING 1/16384" WATER MAIN
 - EXISTING 1/32768" WATER MAIN
 - EXISTING 1/65536" WATER MAIN
 - EXISTING 1/131072" WATER MAIN
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LANDSCAPE DESIGN ELEMENTS

General Goals

A general goal of this report is to promote other policies of the Winters General Plan which affect Grant Avenue and Interstate 505. Both routes are described as "Regional Roadways" in the Winters Circulation Master Plan. City general plan policies, which are listed in the General Plan Directive section of this report, recognize that:

Scenic aspects of the Grant Ave. and I-505 transportation corridors should also be enhanced¹¹

This master plan is intended to serve as a support document, which would stimulate enhancement of the Grant and I-505 corridors through coordinated landscape themes. The following "Site Design and Landscape Concept" map and subsequent information illustrate possible landscape improvements for these corridors.

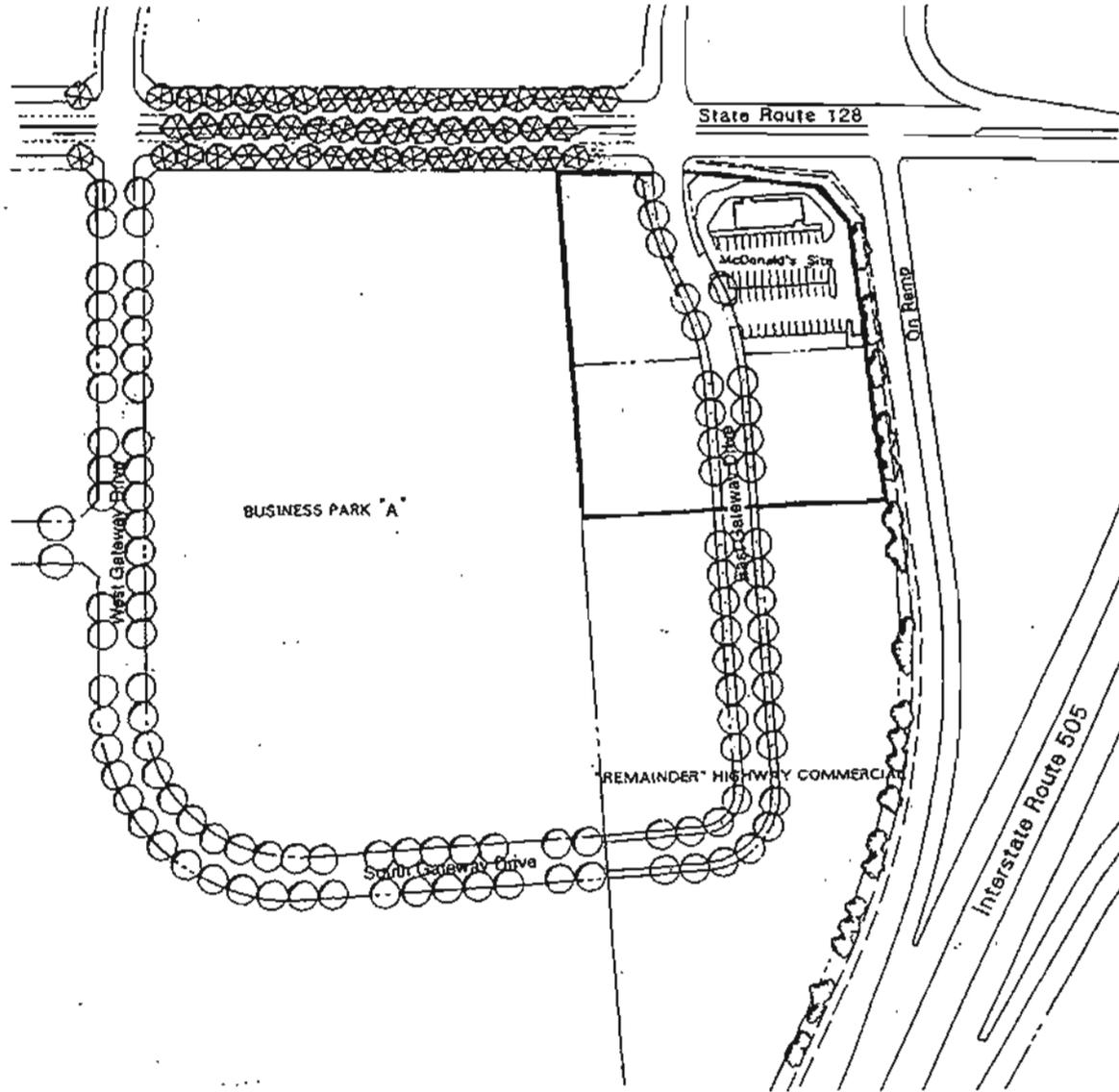
The site is uniquely situated along a natural open space, known as Putah Creek, which is the subject of a comprehensive analytical and policy effort. Its importance has prompted state, federal, and local agencies to combine their efforts to preserve and enhance the creek as a natural resource. Further discussion of the creek is in a later section of this master plan report.

As stated in the draft Putah Creek Plan, "the primary management goal" of the *Lower Putah Creek Resource Management Plan*¹² is:

"To protect and enhance the ecosystem of lower Putah Creek, including aquatic, riparian, and related terrestrial habitats, such that habitat acreage and values are increased to the extent feasible without compromising or diminishing present flood control functions of the channel."

¹¹See pages 6 and 7 of this master plan report.

¹²Draft Report to Congress, Lower Putah Creek Resources Master Plan, Pages viii & 94, May, 1992.



- 
GATEWAY LANDSCAPE THEME
 TREES:
 Chinese Pistache
 Flowering Pear
 Magnolia
 Redwood
 MEDIAN:
 Cape Myrtle
 Flowering Plum
 River Rock / Cobble
 Decomposed Granite
- 
TALL CANOPY COMMERCIAL
 TREES:
 London Plane
 Chinese Hackberry
 Zelkova
- 
HIGHWAY EDGE
 TREES:
 Live Oak
 Valley Oak
 Blue Oak
 SHRUBS:
 Ceanothus
 Manzanita
 Cercis
 Redrose
 GROUND COVER:
 Hydroseed / mix
 Annual w. adflowers
- 
PHASE I HIGHWAY COMMERCIAL



Community Planning Services
Landscape Planning & Development

100
200
300
400
500
600
700
800
900
1000

**SITE DESIGN &
LANDSCAPE CONCEPT**
GATEWAY MASTER PLAN
April, 1993

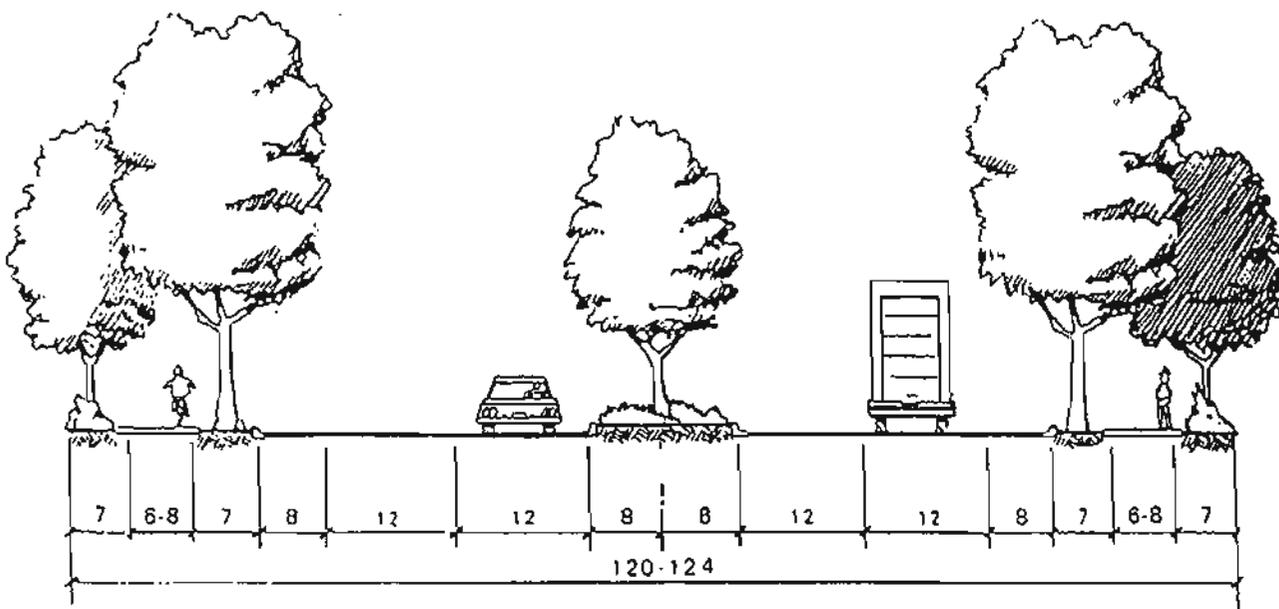
Grand Landscape Theme - Grant Avenue

As stated at the top of city letterhead, Winters is considered the "Gateway to Lake Berryessa". The Grant Ave., or State Route 128 corridor, has particular significance to the City of Winters, as a route to the lake and riparian areas. In the Winters General Plan, the Grant/128 corridor is classified as a 4-Lane Arterial having twenty feet of sidewalk/landscaped area on both sides of the roadway surface.

Policy VIII.A.7 of the Winters General Plan, as duplicated on page 7 of this master plan report, dictates that the city shall establish design guidelines and coordinate with other agencies to develop Grant Ave. as a "Scenic Highway". The city staff and Economic Development Commission have produced preliminary drafts of the "Winters Design Guidelines".

A few basic design concepts are illustrated below and on the following page:

- LANDSCAPED MEDIAN ISLAND
- OFF STREET BIKE PATHS
- TREE PROMENADES AT WINTERS GATEWAY STREET ENTRIES
- LANDSCAPE MASTER PLAN BY CITY



Grand Landscape Theme, con't.



Pistacia chinensis - CHINESE PISTACHE

To 60' high, 50' spread.
Beautiful fall color



Magnolia grandiflora - SOUTHERN MAGNOLIA

To 80' high, 40' spread.
Year round evergreen foliage



Sequoia sempervirens - COAST REDWOOD

To 90' high, 30' spread.
Fast growing, 3-5 feet per year

Grand Landscape Theme, con't.



Pyrus calleryana 'bradford - ORNAMENTAL PEAR

To 50' high, 30' spread.
Upsweeping branches, full sun



Lagerstroemia indica - CRAPE MYRTLE

To 30' high, 30' spread.
Nice branching pattern, drought tolerant



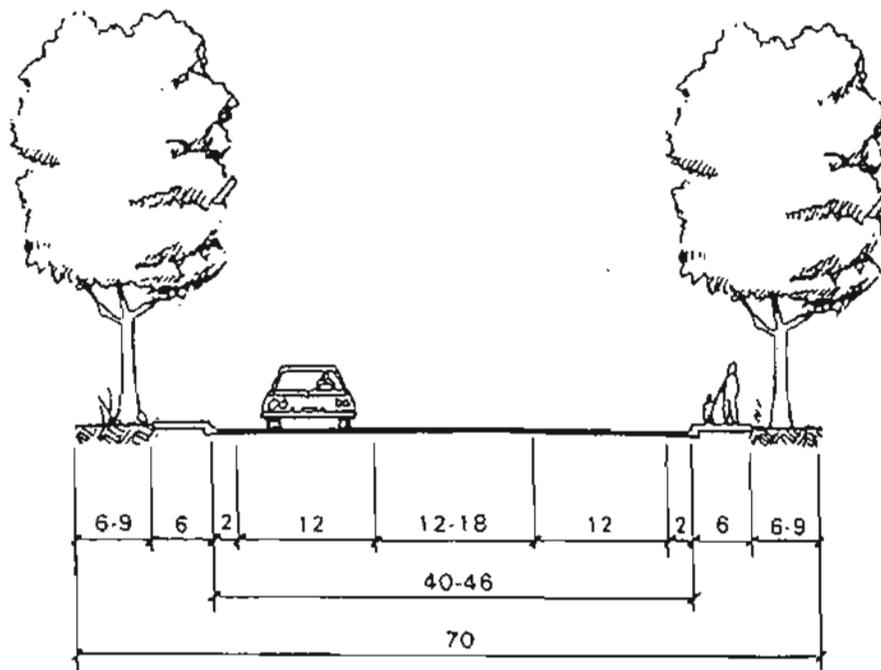
Prunus cerasifera - PURPLE LEAF PLUM

To 30' high, 30' spread.
Beautiful reddish purple color, small red plums

Tall Canopy Landscape Theme

The Secondary Collectors have a 70 foot right of way, linking the Highway Commercial and future Business Park areas. The idea of "tall canopy" landscaping along the interior collectors is to prevent damage to limbs from tall service vehicles which would frequent the area. A listing of appropriate trees to fit this purpose and other aesthetic goals could be provided by the city's Streets and Trees Commission.

A few basic design concepts are illustrated below and listed on the following pages:



Tall Canopy Landscape Theme



Platanus acerifolia - LONDON PLANE TREE

To 80' high, 40' spread.
Fast growth, tolerates reflected heat



Celtis sinensis - CHINESE HACKBERRY

To 40' high, 40' spread.
Small leaves, deep rooting



Zelkova serrata - SAWLEAF ZELKOVA

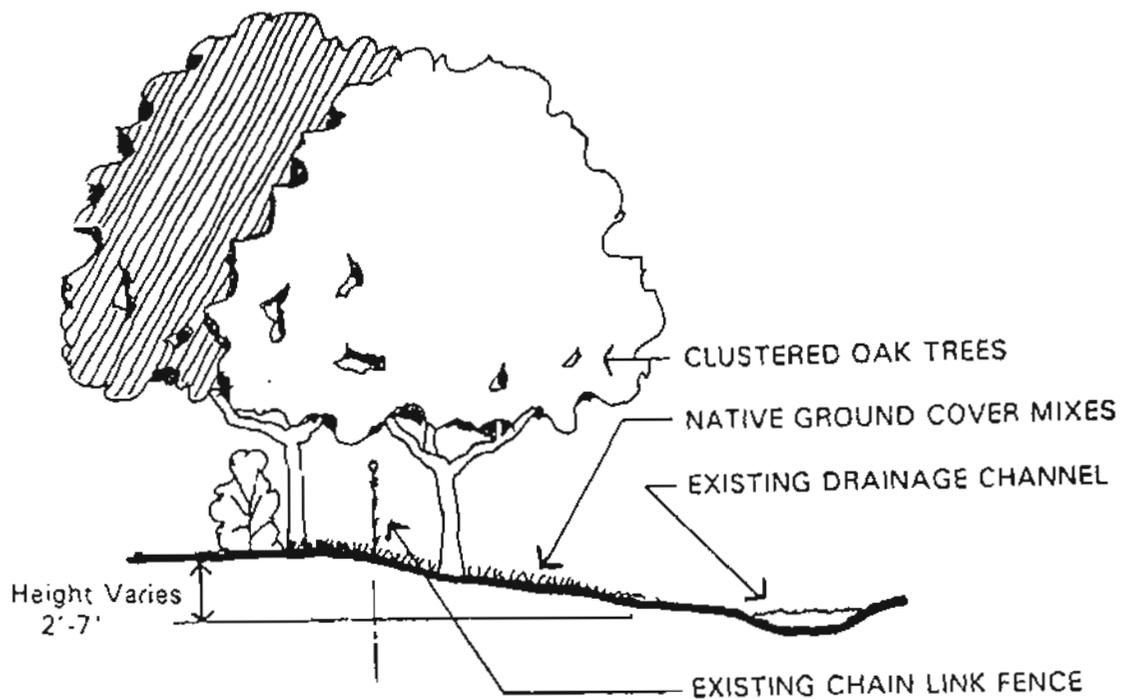
To 60' high, 60' spread
Small leaves, large tree

Highway Edge Landscape

The Highway Edge refers to that area along the eastern boundary of the Highway Commercial area. This edge borders a large drainage channel and the south bound on ramp to Interstate 505. Freeway travelers will notice this border as the edge of Winters for the foreseeable future. Therefore, future landscaping on the east side of the site will present an important image of the city.

Winters General Plan policies stated earlier in this report¹³ could be considered contradictory with respect to a desire to promote new highway commercial use of the site, while screening new development from view along I-505.

Groupings of native oak trees, such as Live Oak or Valley Oak could blend an image of the site with Putah Creek. By spacing groups of oaks, openings between trees would allow views of future commercial highway businesses. Planting could be implemented on a project by project basis.



¹³See General Plan policies on pages 10 and 11.

Highway Edge Landscape, con't.

In early conversations with Caltrans staff¹⁴ some drought tolerant shrubs were suggested which would be *compatible with Valley & Live Oak* plantings. Their suggestions were included in the following list.

Quercus agrifolia - COAST LIVE OAK

To 70' high, 70' spread.
Growth to 50' in 25 years



Quercus douglasii - BLUE OAK

To 50' high, 50' spread.

Quercus lobata - VALLEY OAK

To 70' high, 70' spread.



Cercis occidentalis - WESTERN REDBUD

To 18' high, 18' spread.
Excellent for dry, seldom watered banks

¹⁴Phone calls and on-site observation by Bob Godbolt, Landscape Architect for Caltrans, District 3 Marysville. (May, 1992)

Highway Edge Landscape, con't.



Ceanothus gloriosus - WILD LILAC

To 1.5' high, 8' wide.
Excellent for dry, seldom watered banks



Baccharis pillvaris - COYOTE BRUSH

To 2' high, 6' wide.
Dependable bank cover for minimum maintenance areas



Rosmarinus officinalis - DWARF ROSEMARY

To 2' high, 4-8' wide.
Good draught tolerant bank cover

SITE RELATIONSHIP TO PUTAH CREEK

Regional Significance of Putah Creek

The Lower Putah Creek Resource Management Plan (creek plan), prepared by the U.S. Fish and Wildlife Service, covers an 810 square mile watershed for a distance of 30 miles, extending from the Vaca Mountains to the Sacramento River bypass. The Maps of Creek Plan are shown on the following pages. Ongoing controversies over use and preservation of the creek, along with plans to transfer ownership of Monticello Dam, however, have prompted the U.S. Congress to fund a management plan.

The creek's importance was mentioned earlier in this master plan report under General Goals of the Landscape Design Elements. The Master Land Use Plan serves to identify the spacial relationship of the creek to this site. Access to the creek is also highlighted in the master plan. The forms of public, private, or no access possibilities are numerous and beyond the scope of this report. However, future creek management policies could be enhanced through some form of access at the southerly border of the Business Park and Highway Commercial properties.

The draft Putah Creek plan, identifies that biological monitoring is needed. This need could easily be met by some agreement or easement to U.C. Davis for a limited use access point for creek monitoring purposes. Such an access could be a simple, gravel driveway. To accommodate a heavier public use, an access could be designed to blend as an open space feature with a motel or other use at the south end of the commercial highway remainder area. Basic policy decisions regarding access should be made before provision of public access in future specific development plans.

Lower Putah Creek Planning Area

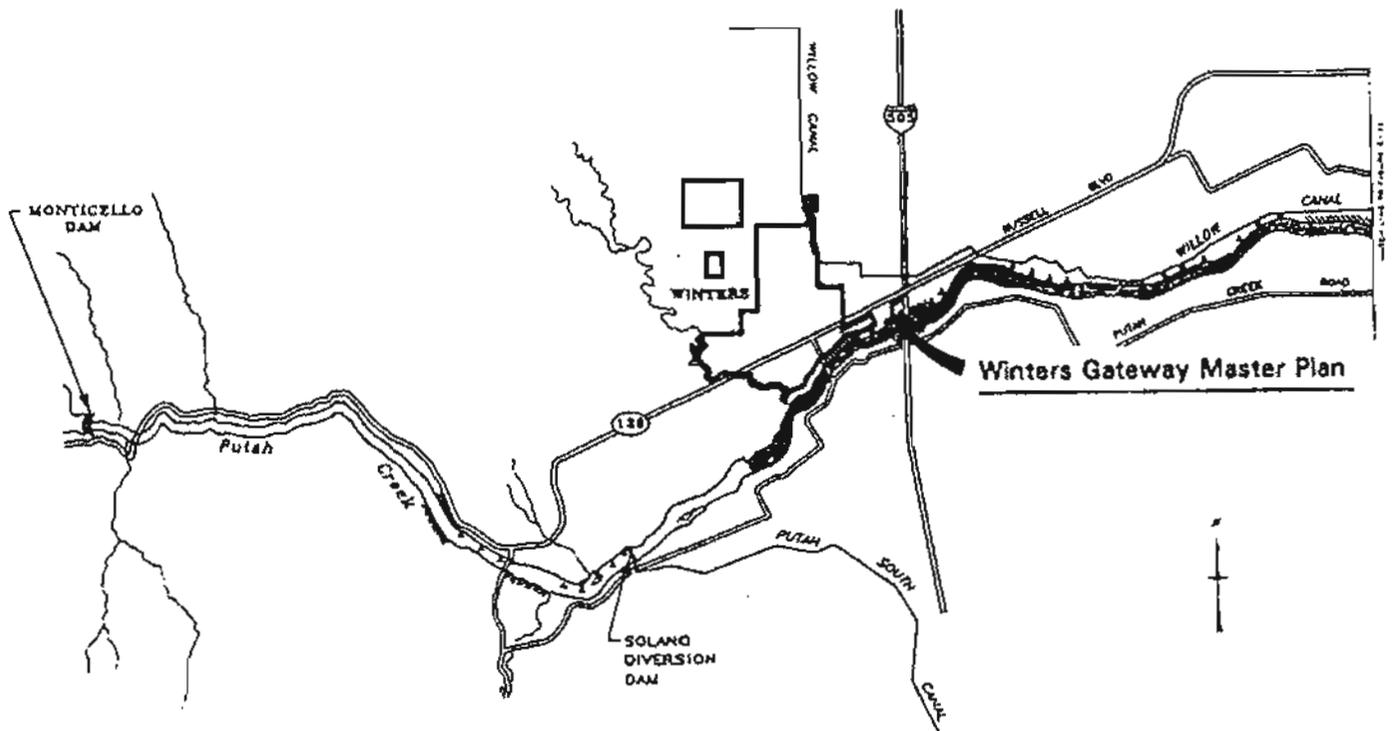
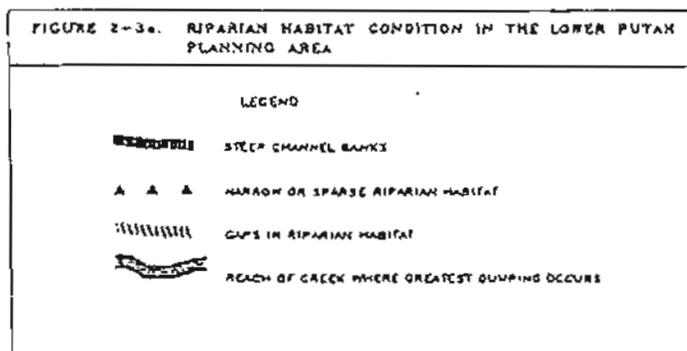
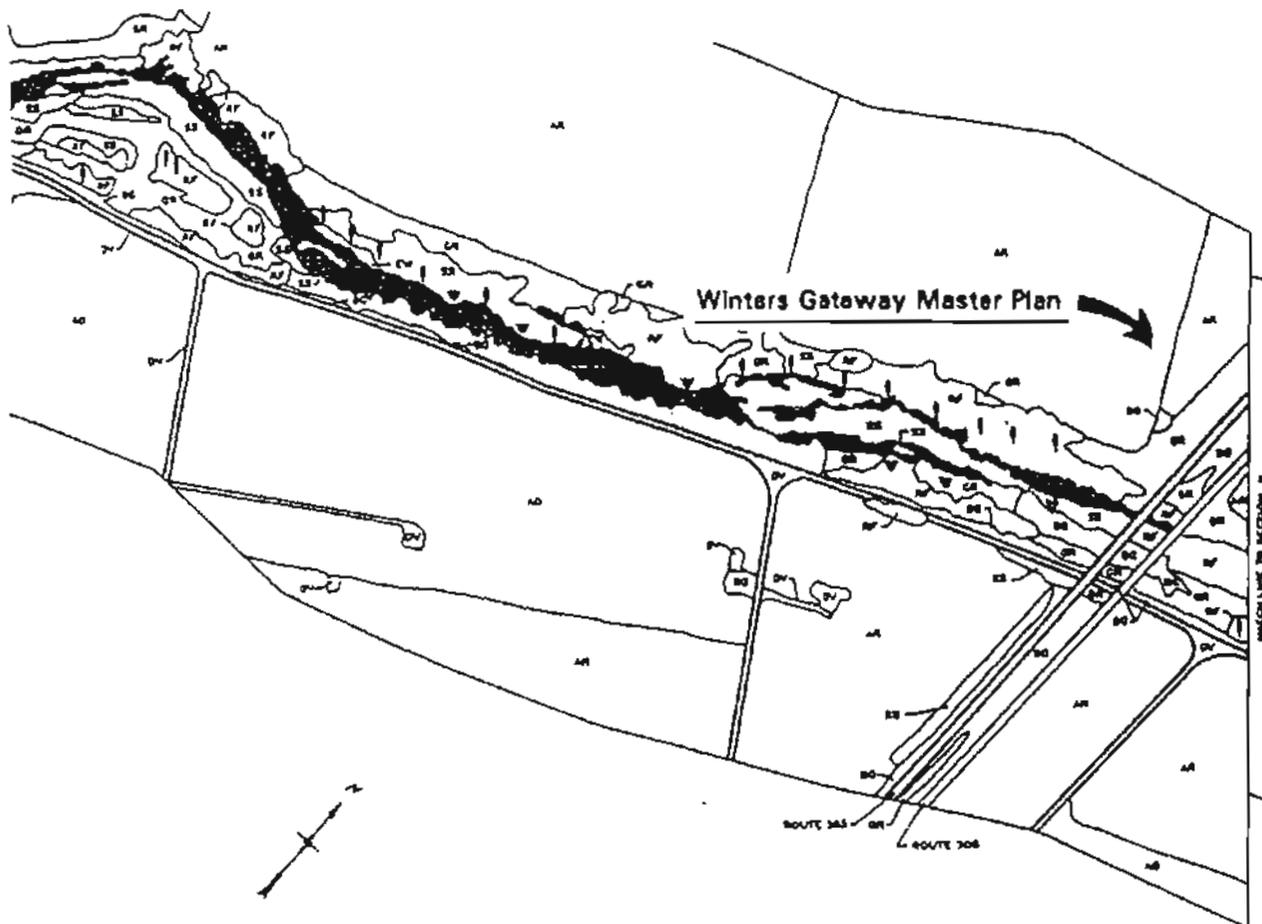


FIGURE 2-3a. RIPARIAN HABITAT CONDITION IN THE LOWER PUTAH PLANNING AREA



Land Use and Habitat Types of Putah Creek



APPENDIX A. LAND USE AND HABITAT COVER TYPES OF THE PUTAH CREEK PLANNING AREA

LEGEND		
	DW	OPEN WATER
	SRH	SHADED RIVERINE HABITAT
	EW	EMERGENT WETLAND
	SS	SHRUB/SCRUB
	RF	RIPARIAN FOREST
	OAK	OAK WOODLAND
	CP	CHAPARRAL
	GR	GRASSLAND
	BG	BARE GROUND
	DV	DEVELOPED LANDS (BUILDINGS, ROADS AND BRIDGES)
	AO	AGRICULTURAL ORCHARDS
	AR	AGRICULTURAL ROW CROPS
	AV	AGRICULTURAL VINEYARDS
EXOTIC VEGETATION		
		EUCALYPTUS
		AILANTHUS
		TAMARISK
		FALSE BAMBOO

Despite substantial alteration of the creek in recent history, it continues to provide a wide range of social, economic and environmental benefits. To illustrate this point, the creek plan notes that 90 percent of the riparian vegetation in the Putah Creek corridor had been lost to agriculture, flood protection measures, groundwater overdraft, etc. The creek plan states:

"Despite these losses and alterations of natural resource values, the Putah Creek corridor today represents one of the most extensive tracts of 'natural' habitat in northern Solano and southern Yolo counties."

Creek Master Plan Coordination

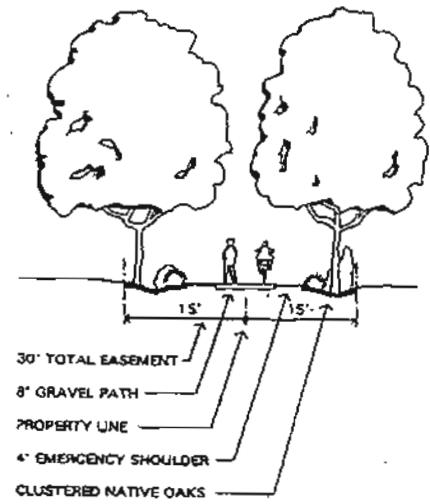
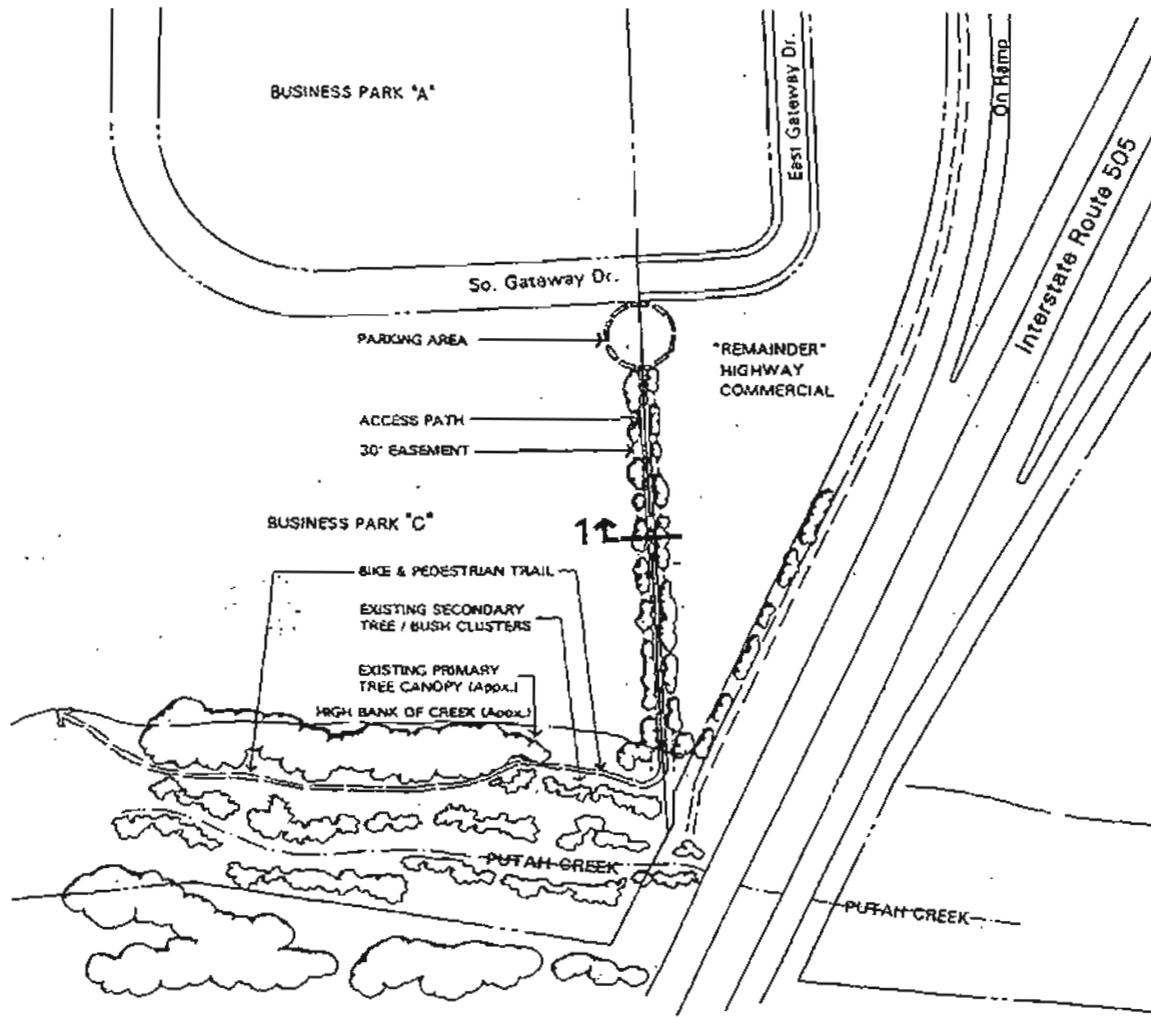
The "Optional Putah Creek Access" plan (see next page) illustrates a manner in which future development of the site might integrate with Putah Creek. Implementation of such a plan would be determined when creek policies direct the level of public access which will be recommended to preserve natural character.

As stated in the Putah Creek plan, its preparation is affected by "...A complex mix of 36 major agencies, authorities, and organizations involved in activities affecting Putah Creek's resources..." Combined authorities of these agencies includes riparian and wildlife habitats, water allocation, fisheries, flood protection, public use, etc. Pending legal suits could complicate selection of a creek plan, implementation strategy, and cost analysis, which may in turn also delay congressional action on the sale of Monticello Dam. However, public and private efforts are continuing.

Reacting to U.S. Dept. of Agriculture's willingness to pay market value for acreage to pilot its "Wetlands Reserve Program", Sacramento and Yolo county ranchers are reported to have offered 12,269 acres.¹⁵ Newspapers articles from the area regularly report on the study and activities of the Lower Putah Creek Coordinating Committee (LPCCC).¹⁶ As another illustration of continuing efforts regarding the creek plan, the Public Access Subcommittee of the LPCCC, met several times in September to develop a proposed policy statement on access. Other subcommittees also continue to deliberate.

¹⁵"Farmlands for the Birds", The Business Journal, July 27, 1992.

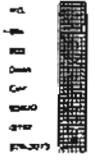
¹⁶"Fish to benefit from plan for Putah Creek - Solano, its cities will fight proposal", The Vacaville Reporter, July 28, 1992.



↑ **Detail 1**



Community Planning Study 203
Land Use Planning & Development



OPTIONAL PUTAH CREEK ACCESS GATEWAY MASTER PLAN

Apr. 1993

YOLO ENGINEERS

303 THIRD STREET • WOODLAND, CA 95695
(916) 662-4346 • FAX: (916) 661-1451

FLOOD HAZARD MAP REVISION STUDY

For

CITY OF WINTERS

&

FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA)

WINTERS GATEWAY SITE

Winters, California

SEPTEMBER 1992

BACKGROUND

The purpose of this engineering drainage study is to determine if the properties of the Winters Gateway Development area are within the 100 Year Floodplain. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 060423 0550B, initially identified in 1977 and effective December 16, 1980, portions of the development area are within the 100 Year Floodplain. However, since then, improvements have been made to the surrounding drainage infrastructure. Reduction of the tributary drainage basin has occurred due to relatively recent development and more improvements are proposed with new development. These improvements, according to the results of this study remove the Winters Gateway from the 100 Year Floodplain.

STUDY AREA

Winters Gateway is located at the Southwest corner of the intersection of State Highways 505 and 128 (See Map A). Frontage of the property extends approximately 1435 feet along Highway 128. Those properties included are Parcels 8 and 12 of Assessors Map Book 38, Page 07, County of Yolo, California.

ANALYSIS

Currently, run-off toward the Winters Gateway project sheet flows from both the North and West to roadside ditches on either side of Highway 128. A series of culverts carries run-off from the North side of 128 to a ditch on the South side of the road (See Map B). Then, drainage flows Eastward to a larger ditch which flows Southward along Interstate 505 to Putah Creek. This larger ditch forms a boundary between the subject property and the Southbound on-ramp.

Changes which have occurred since the development of the Flood Insurance Rate Maps include the development of Creekside Estates on the South side of Highway 128 and The Almond Orchard, to the North, as depicted on Map A and B, both of these residential developments re-route storm drainage away from infrastructure associated with this study. Also, Highway 128 has been raised by Asphalt overlays and new culverts conveying run-off across Highway 128 have been constructed.

The modified rational method, as defined by "Basic Hydrology and Drainage Design Procedure", County of Yolo, was used to determine run-off rates produced by a 100 Year Storm. The time of concentration was calculated using the Kirpich equation for overland flow, (1947). Water surface profiles within the roadside ditch were calculated using a derivation of the energy equation. A Manning coefficient of .035 was assumed for the roadside ditch. Ditch cross-sections used are based on a field survey by Yolo Engineers dated August 31, 1992.

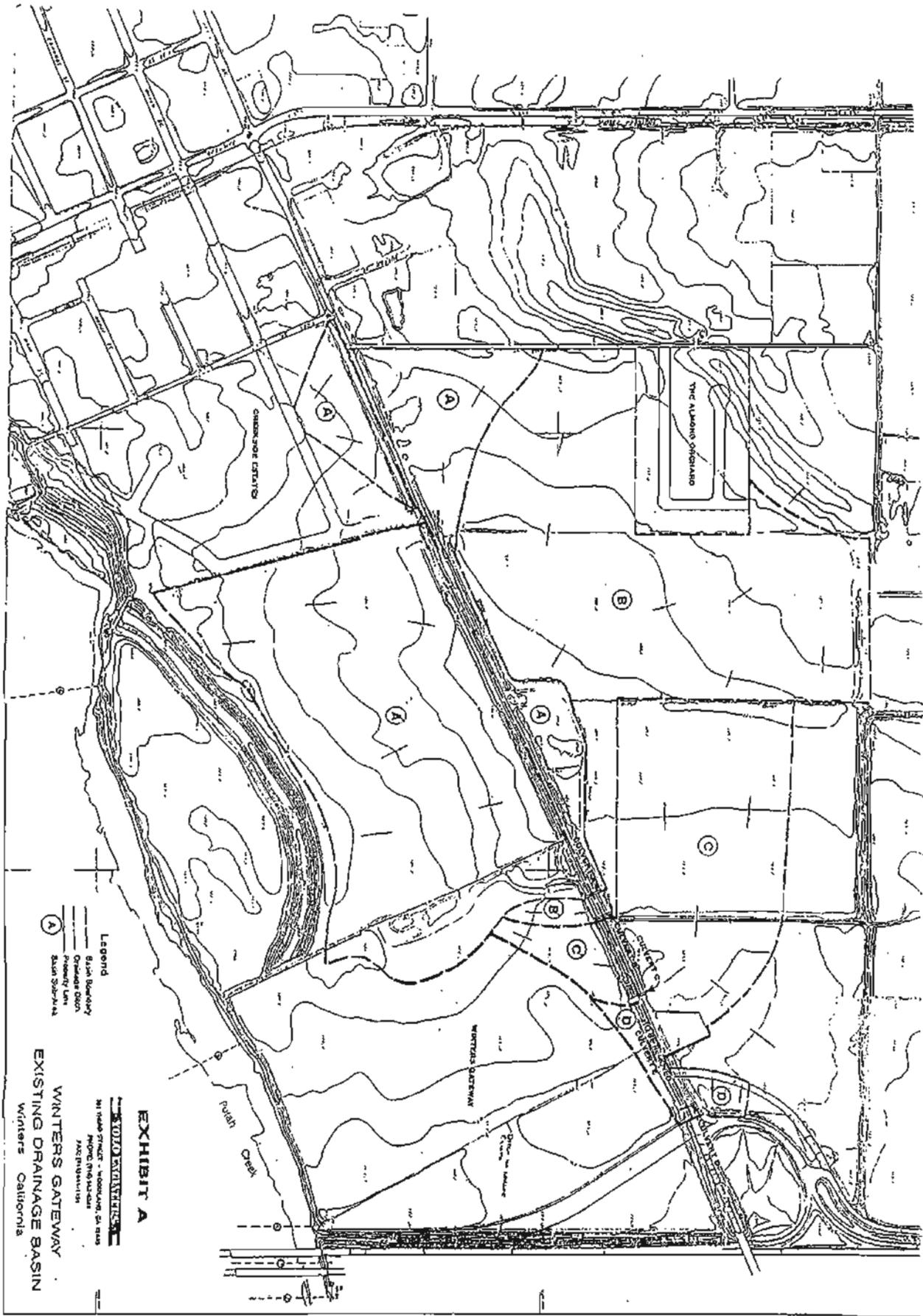
Analysis of run-off quantities and ditch capacities for the purpose of this study were performed considering existing conditions. Future development of Winters Gateway and Putah Creek Hamlet, a Residential Planned Development to the immediate West of Winters Gateway, will significantly reduce the amount of run-off flowing into the South ditch along Highway 128. By routing storm run-off directly South to Putah Creek, via underground pipelines, development of these properties will reduce the drainage basin tributary to the South ditch by approximately 55 acres, 38% of the existing basin. Because the development of these projects are only proposed at this time, their benefit to the run-off conveyance system was not considered. However, the subdivision map for Phase I of Putah Creek Hamlet has been approved, and Phase II is scheduled for city review in September, 1992 (Sands, City of Winters). Phase I construction is expected to begin in late 1992, or Spring of 1993.

It has been determined that the ditches running beside the I-505 on-ramp and along the South side of Highway 128 are capable of conveying run-off generated by a 100 Year Storm, given one minor alteration. There currently exists a 24 inch culvert within the South ditch along Highway 128, located at the property line between Lots 8 and 12 of the Winters Gateway. The capacity of this culvert does not allow uninhibited passage of run-off from the 100 Year Storm. Significant backup of stormwater will occur under existing conditions and result in partial flooding of Winters Gateway.

The culvert currently accommodates a dirt access road to Parcels 8 and 12 which is not proposed as part of the Winters Gateway Development Plan. Removal of the culvert will allow for conveyance of the 100 Year Storm via the ditch and have no adverse effects on planned development. The water profile within the ditch was performed assuming removal of the culvert.

CONCLUSION

In summary, it has been determined that with removal of a 24" culvert within the South roadside ditch of Highway 128, existing infrastructure is capable of conveying run-off generated by a 100 Year Storm without flooding those properties proposed as Winters Gateway. Development of Winters Gateway and Putah Creek Hamlet will further reduce the risk of flooding by rerouting run-off directly to Putah Creek and away from infrastructure associated with this study.

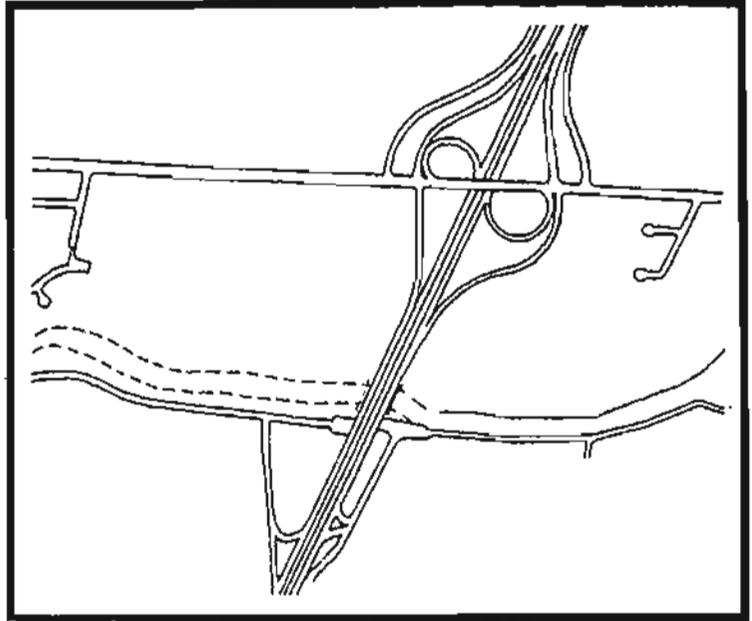


LAUGENOUR AND MEIKLE
CIVIL ENGINEERS
WOODLAND
AMERICAN AERIAL SURVEYS
SACRAMENTO

DATE OF AERIAL PHOTOGRAPHY
12-22-54
SCALE 1" = 200'
CONTOUR INTERVAL 1'
Reduced Scale

FLOOD HAZARD ANALYSIS
STUDY AREA

WINTERS - GATEWAY TRAFFIC STUDY



Prepared for
WINTERS COMMERCIAL INVESTORS, INC.



By
WILBUR SMITH ASSOCIATES

September 18, 1992

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Introduction and Summary

Wilbur Smith Associates (WSA) with the cooperation of Community Planning Services, has prepared this traffic study for the Winters - Gateway project. Other agencies with input into this report include the City of Winters Planning Department and Caltrans.

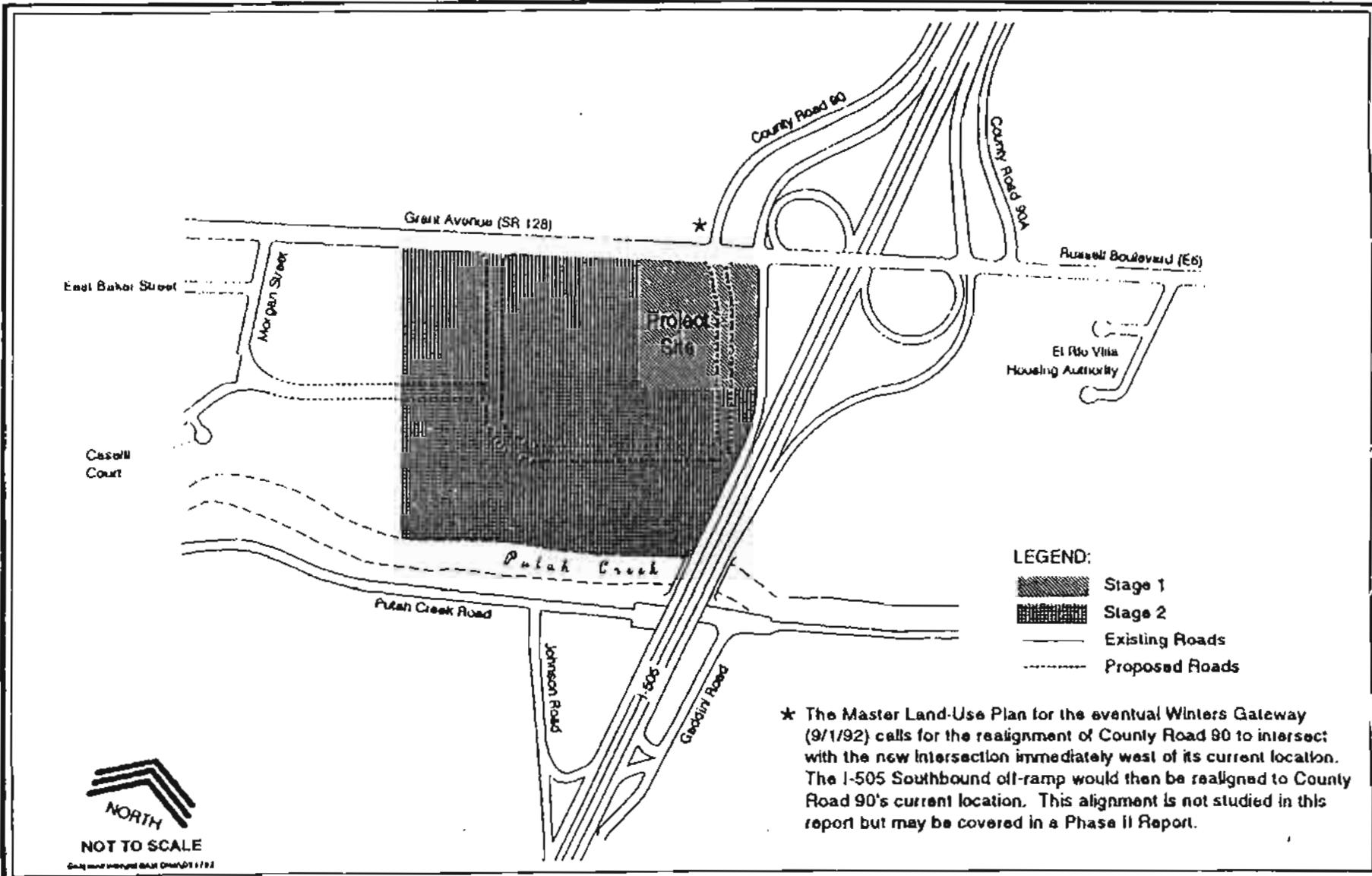
WSA has had extensive experience working in the Winters area preparing the City's *Circulation Master Plan* and the Transportation and Circulation section of the Environmental Impact Report which supports the City's General Plan. In performing these projects, WSA constructed a City-wide MINUTP model which evaluates the circulation component of the City relative to zoning.

The Project under analysis in this study is Phase I of an 11 acre, highway commercial site located at the southwest corner of State Route 128 (SR 128) and Interstate 505 (I-505) in Winters (see Figure 1). The Phase I area consists of about 5 acres and would contain the following, or comparable land uses: a motel, a fast food restaurant, a sit-down restaurant, and a service station/convenience market.

Pursuant to adopted General Plan policies, this highway commercial area must be Master Planned with about 42 acres to the west. The present Master Plan proposal is shown in Appendix C - Winters Gateway Master Plan Land Use Plan. Traffic effects of development beyond Phase I are not addressed in this report.

Due to the nature of this Project, most of the traffic to and from the Project would be passer-by trips from I-505 and SR 128. In other words, few trips associated with the Project would be trips made for the sole purpose of using the Project's amenities, but rather the trips would be trips which were passing by the Project on the way to a different destination and would stop to use the highway commercial facilities because of the level of convenience afforded by these facilities.

A small area land use model (WSA's ASSiGN model) was used to calculate Project impacts on the existing transportation network as well as look at short-range impacts. Short-range impacts were calculated using the City's Project Status List (July 8, 1992) and borrowing distribution assumptions from the MINUTP model. Short-range buildout is estimated at the year 2000. In addition to traffic associated with development within the City of Winters, a 19.2 percent increase - 2.4 percent annually - was assumed on Grant Avenue (SR 128).



PROJECT LOCATION

Winters Gateway Traffic Study

Existing weekday PM peak hour turning movement counts were conducted at three intersections in August of 1992. The study intersections for this analysis are listed below:

- Grant Avenue (SR 128)/County Road 90;
- Grant Avenue (SR 128)/I-505 southbound ramps; and
- Grant Avenue (SR 128)/I-505 northbound ramps.

The Project's access would form the fourth (northbound) leg of the intersection of Grant Avenue/County Road 90.

Analysis of these intersections revealed that the Project would impact Grant Avenue/County Road 90/Project Access under short-range plus Project conditions; the intersection of Grant Avenue/I-505 Southbound Ramps would be impacted under short-range plus Project conditions; and the intersection of Grant Avenue/I-505 Northbound Ramps would be impacted under short-range base and short-range plus Project conditions.

Traffic Mitigation Measures and Recommendations in this report include:

1. Reduction of the speed limit on Grant Avenue (SR 128) to 35 miles per hour from the I-505 Northbound ramps west through the City of Winters;
2. Installation of a westbound left-turn lane at the Project's access; and
3. Installation of a westbound acceleration lane for left-turning vehicles from the Project's access.

Alternative mitigation to reduction in the speed limit would be signalization of both of the I-505 ramp intersections. Another future possibility may be to realign County Road 90 further west and to realign the southbound I-505 off-ramp to the current County Road 90 location. Investigation of these alternative mitigation measures were not authorized, and not needed, since the three measures above would reduce traffic operations to acceptable levels.

Existing Conditions

Transportation Network

The major transportation facilities in the area of the Project are I-505 and Grant Avenue (SR 128). I-505 is a north-south freeway providing access through the Sacramento Valley. I-505 serves as a connecting freeway between I-80 and I-5, allowing traffic to bypass the City of Sacramento. I-5 is the most direct route between many California cities and cities in Oregon and Washington. As such, it experiences a great deal of truck traffic. Based on a PM peak period count taken in 1991, approximately 26 percent of the traffic on I-5 is truck traffic¹. Truck traffic is also heavy on I-505 although it is not as heavy as on I-5.

Through Winters, I-505 provides four lanes with a maximum speed of 65 miles per hour (MPH) for passenger cars and 55 MPH for trucks, recreational vehicles and passenger cars towing trailers. I-505 carries an estimated 13,600 annual average daily traffic (AADT) and 17,100 peak month daily traffic (PMDT) at its intersection with SR 128. The variation between the AADT and the PMDT can be partially explained by the heavy recreational use of this facility. Recreation facilities, such as Lake Berryessa, are seasonal, experiencing greater use in the warm months of the year than in the winter. Variations also occur because of traffic variations associated with harvest and non-harvest periods for the surrounding agricultural land uses.

SR 128 is a two-lane east-west facility running from I-505 through the City of Winters, where it is named Grant Avenue, and west to Napa connecting with Lake Berryessa and locations beyond. East of I-505 Russell Boulevard connects with the City of Davis. At its junction with I-505, SR 128 carries an AADT of 8,900 vehicles and a PMDT of 10,800. The variation in daily traffic on SR 128 is also a result of recreational and agricultural traffic variations.

County Road 90 is the last street in the immediate vicinity of the Project. This is a two-lane street which does not provide through access. The street carries very low traffic volumes.

Local Intersections

Levels of traffic congestion are described by six level of service categories (A through F) representing the best to worst conditions, respectively. Levels of service (LOS) A, B, and C

¹ Included in the definition of trucks are recreational vehicles and passenger cars towing trailers.

represent relatively uncongested conditions. LOS D is the point where intermediate congestion and delays occur. LOS D or better is standardly considered acceptable in transportation planning. LOS E represents the range where traffic flows approach the capacity of the intersection, and LOS F represents extremely congested conditions where drivers experience extreme delays.

Unsignalized Intersection Analysis - Unsignalized T-intersections and four-legged two-way controlled intersections were subjected to level of service analysis based on methodology presented in the 1985 *Highway Capacity Manual* (Chapter 10)². Table 1 shows the qualitative relationship between reserve capacity, level of service, and delay³.

Table 1 Winters - Gateway Traffic Study Relationship Between Reserve Capacity and Level of Service at Unsignalized T and Two-Way Controlled Intersections		
Reserve Capacity	Level of Service	Expected Traffic Delay
400 or more	A	Little or no delay
300 - 399	B	Short traffic delays
200 - 299	C	Average traffic delays
100 - 199	D	Long traffic delays
0 - 99	E	Very long traffic delays
Less than 0	E	Failure - extreme congestion
	F	Intersection blocked by external causes

Source: Transportation Research Board, *Highway Capacity Manual*, 1985
Wilbur Smith Associates, October 1990.

This methodology applies to unsignalized intersections with stop or yield-sign control on the minor street approach(es) and no control on the major street traffic flow. The analysis yields a

² Transportation Research Board, *Highway Capacity Manual: Special Report 209*, 1985.

³ Reserve capacity represents the quantity of additional vehicles which could be added to the intersection before it functioned at LOS E.

level of service for the minor street turn movements and for the left-turn movement from the major street, based on the degree of delay experienced by drivers waiting for an acceptable gap in the conflicting flow of traffic streams.

There are four factors in unsignalized intersection analysis, besides traffic volumes and geometries, which play a vital role in determining an intersection's operation. These factors are as follows:

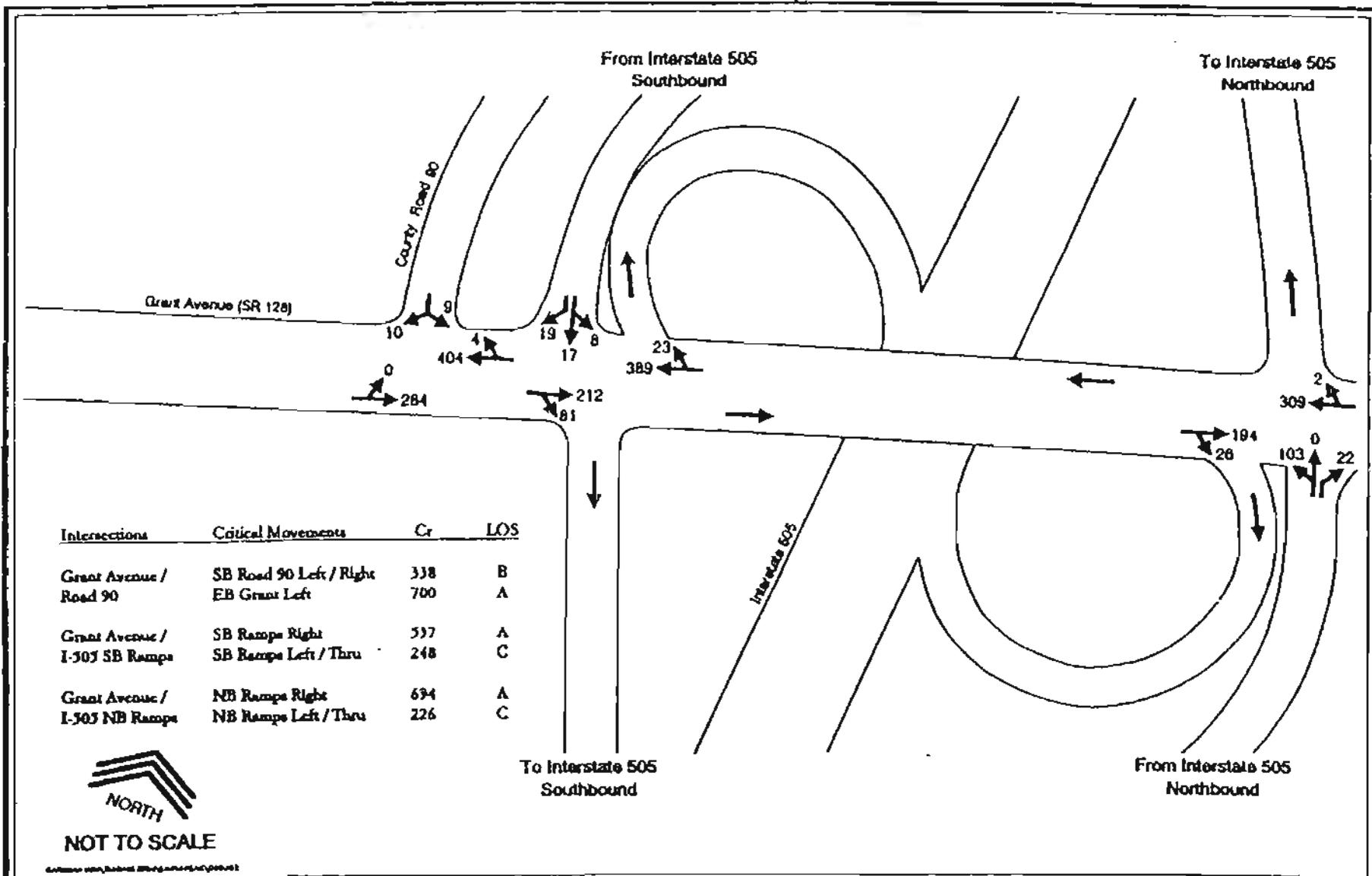
1. type of control (STOP or YIELD);
2. adjustment factor for heavy vehicles (1.1 is normal);
3. speed on major street (30 MPH or 55 MPH); and
4. urbanized area (YES or NO).

The intersections analyzed in this study are all STOP controlled; a heavy vehicle adjustment of 1.2 was used to account for heavy truck traffic; the signed speed limit on Grant Avenue is 45 MPH and the 55 MPH speed was used (this is a worst-case analysis); and the area is not defined as an urbanized area because the population of Winters is less than 250,000, which is the definition of an urbanized area.

Signalized Intersection Analysis - Although none of the study intersections are signalized, a discussion of signalized intersection analysis is included to aid in the full comprehension of intersection analysis. In planning-level analysis, signalized intersection level of service categories are determined by a calculated volume-capacity ratio (V/C). This ratio represents how much of an intersection's capacity is used. For example, the meaning of a volume-capacity ratio of 0.75 (LOS C) is that 75 percent of the total capacity of an intersection is utilized. WSA generally uses its CAPPY software for calculating levels of service at signalized intersections. CAPPY combines the critical movement approach described in the 1985 *Highway Capacity Manual* with the left- and right-turn treatments, provisions for split phase signals, and level of service characteristics of the *Circular 212* methodology⁴.

As stated, three intersections are studied in this analysis. These intersections are the two intersections with the I-505 ramps and the intersection of Grant Avenue (SR 128)/County Road 90. All three of these intersections are currently unsignalized and are controlled by STOP and YIELD signs. Traffic counts at these locations were conducted by WSA on Tuesday, August 25, 1992 between the hours of 4:00 and 6:00 PM. The peak hour occurred between 4:45 and 5:45 PM. All of the movements of the intersections were found to operate at LOS B or better under existing conditions. Figure 2 shows existing intersection operations.

⁴ Transportation Research Board, *Circular 212: Interim Materials on Highway Capacity*, January, 1980.



Intersections	Critical Movements	Cr	LOS
Grant Avenue / Road 90	SB Road 90 Left / Right	338	B
	EB Grant Left	700	A
Grant Avenue / I-505 SB Ramps	SB Ramps Right	537	A
	SB Ramps Left / Thru	248	C
Grant Avenue / I-505 NB Ramps	NB Ramps Right	694	A
	NB Ramps Left / Thru	226	C



NOT TO SCALE



EXISTING PM PEAK HOUR
INTERSECTION OPERATIONS

Winters Gateway Traffic Study

Each of the intersections is discussed in greater detail below.

Grant Avenue (SR 128)/County Road 90 - This intersection is an unsignalized 'T'-intersection. Only the southbound County Road 90 approach is controlled, and it is controlled by a STOP sign. Traffic volumes onto and from County Road 90 are very small, amounting to a total of 23 vehicle movements during the PM peak hour. The shared left/right-turn movement from County Road 90 operates at LOS A with a reserve capacity (Cr) of 478 vehicles. No westbound left-turn movements from Grant Avenue (SR 128) were observed during the PM peak hour, and this movement operates at LOS A with a Cr of 795 vehicles.

Although this intersection functions as a 'T'-intersection under existing conditions, the addition of the Project would add a fourth, northbound, approach to this intersection. Analysis of this intersection in the IMPACTS section assumes this intersection to be a four-legged unsignalized intersection with STOP controls at the northbound and southbound approaches. Under General Plan buildout conditions, one roadway alternative being proposed would be the realign County Road 90 to the west and to have the I-505 southbound off-ramp realigned to where County Road 90 is currently aligned.

Grant Avenue (SR 128)/I-505 Southbound Ramps - This intersection was analyzed as a four-legged two-way controlled intersection. Unlike many intersections of this type, there are no left-turn movements on the major street (Grant Avenue) at this intersection because of the loop on-ramps provided on both sides of Grant Avenue. As a result, only the minor street approaches are characterized with levels of service. Since there are no northbound approach volumes (this is an on-ramp), only the southbound approach can be analyzed. Traffic volumes on the southbound off-ramp are very low with only 44 vehicles using the approach throughout the entire peak hour. Through volumes on Grant Avenue (SR 128) are also relatively low. The southbound right-turn movement operates at LOS A with a Cr of 677 vehicles during the PM peak hour. The southbound shared left/through movement operates at LOS B with a Cr of 386 vehicles.

Grant Avenue (SR 128)/I-505 Northbound Ramps - This intersection is very similar to that described immediately above, except that the northbound and southbound approaches are reversed. The northbound off-ramp also carries heavier traffic volumes than did the southbound ramps. Traffic volumes are still quite low, however, with a total of 125 vehicles using the off-ramp during the PM peak hour. The northbound right-turn at this intersection functions at LOS A with a Cr of 864 vehicles. The northbound shared left/through operates at LOS B with a Cr of 366 vehicles during the PM peak hour.

Impacts

Project impacts were calculated by adding traffic associated with the Project to existing and short-range base traffic. Trip generation estimates for the Project were made using the SANDAG *Traffic Generators*⁵. This source was used instead of the standard Institute of Transportation Engineers (ITE) sourcebook because it provides generation data based on acreage. Table 2 on the following page presents the estimated trip generation characteristics of the Project. As the table shows, the Project would generate an estimated 5,310 daily trips, of which 434 would occur during the PM peak hour. This generation does not assume any reduction for captured trips. Captured trips refers to trips associated with the various land uses which would overlap. For instance, a vehicle exiting the freeway for dinner and gas would enter and exit the site only once even though it would use both facilities. As such, this generation is a worst-case generation.

Short-range development impacts were calculated in a similar manner, from a list of developments. Table 3 shows the estimated trip generation characteristics for short-range development. Pinpointing a year to assume completion of short-range development is somewhat speculative, but short-range conditions are assumed to reflect year 2000 conditions. The list of short-range developments was taken from the City of Winters' *Project Status List* (July 8, 1992). Refinement of the list was accomplished with the aid of Alison Sand of the City and Dan Figueroa of Community Planning Services (CPS). Please note that there are flooding issues which are likely to impede several of the developments listed in Table 3. The short-range development trip generation assumptions used in this analysis are worst-case because they assume a drainage solution will be found which will allow all of these projects to proceed by the year 2000.

Trip distribution assumptions for the Project and short-range development projects were taken from the existing Citywide MINUTP model. In the case of the Project's distribution, major adjustments were made. Seventy five percent of the trips to and from the Project were assumed to be passer-by trips. This indicates that only 25 percent of the people coming to the site would do so for the sole purpose of having dinner, getting gas, or staying at a motel. This 25 percent was assumed to be trips between the site and Winters. The remaining 75 percent was assumed to be through trips on I-505 and Grant Avenue (SR 128) which would stop at the site because it was convenient. After having done whatever it was they stopped to do at this site, these individuals would resume their course, not head back the opposite way that they came.

⁵ San Diego Association of Governments, *Traffic Generators*, January, 1990.

Table 2
Winters - Gateway Traffic Study
Project (Phase I) Trip Generation

Trip Generation Rates (1)

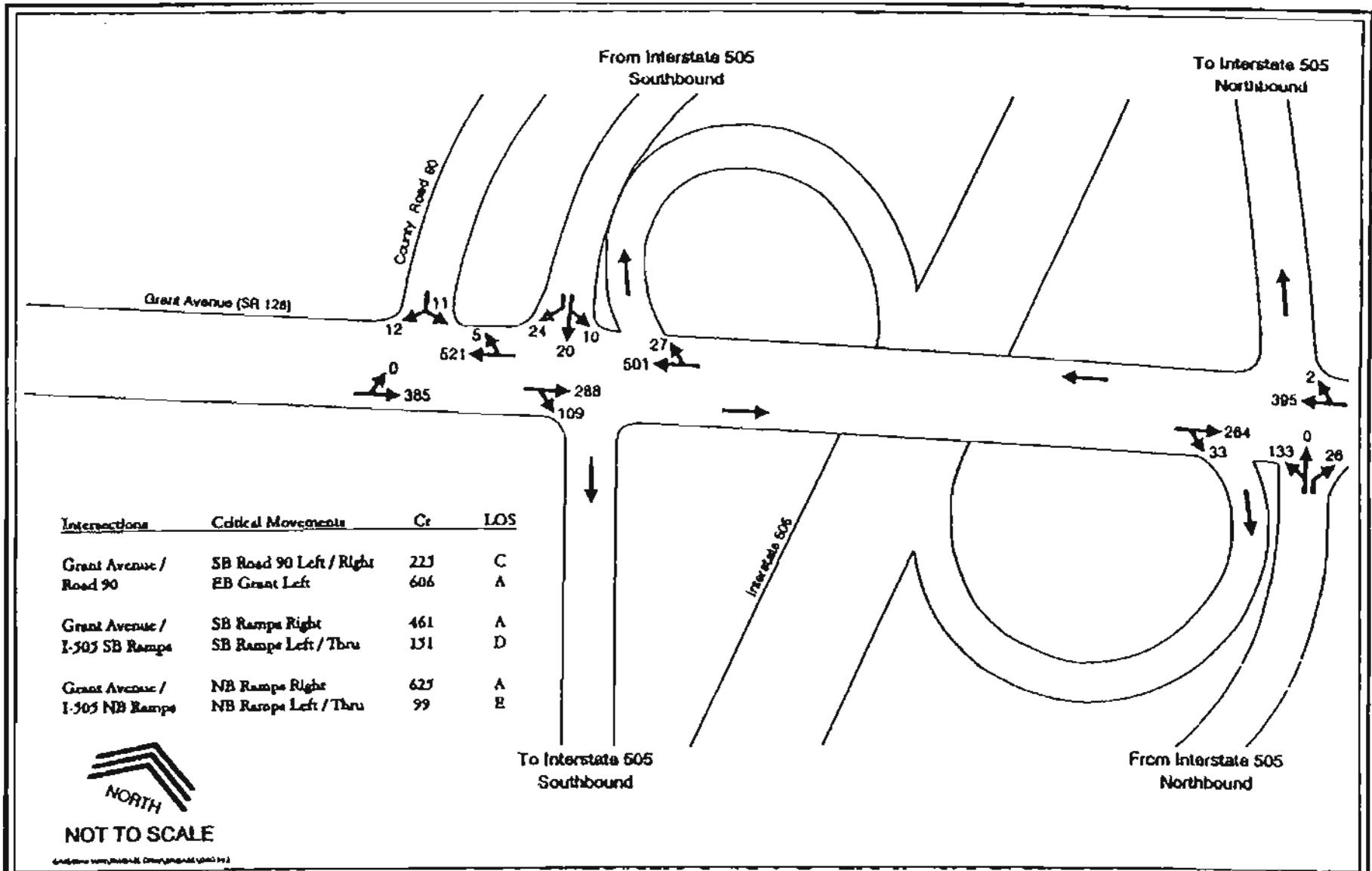
<u>Land Uses</u>	<u>Daily</u>	<u>PM Peak Hour</u>	<u>Percent</u>	
			<u>Inbound</u>	<u>Outbound</u>
Motel	200 /acre	18	60%	40%
Service Station	750 /station	90	50%	50%
Fast Food Restuarant (w/ drive thru)	3,000 /acre	240	60%	40%
Sit Down, High Turnover Restuarant	1,200 /acre	72	50%	50%

Project (Phase I) Trip Generation

<u>Lasn Uses</u>	<u>Quantities</u>	<u>Daily Generation</u>	<u>PM Peak Hour Generation</u>	<u>Inbound</u>	<u>Outbound</u>
Motel	1.8 acres	360	32	19	13
Service Station	1 station	750	90	45	45
Fast Food Restuarant (w/ drive thru)	1.0 acre	3,000	240	144	96
Sit Down, High Turnover Restuarant	1.0 acre	1,200	72	36	36
Totals:		5,310	434	244	190

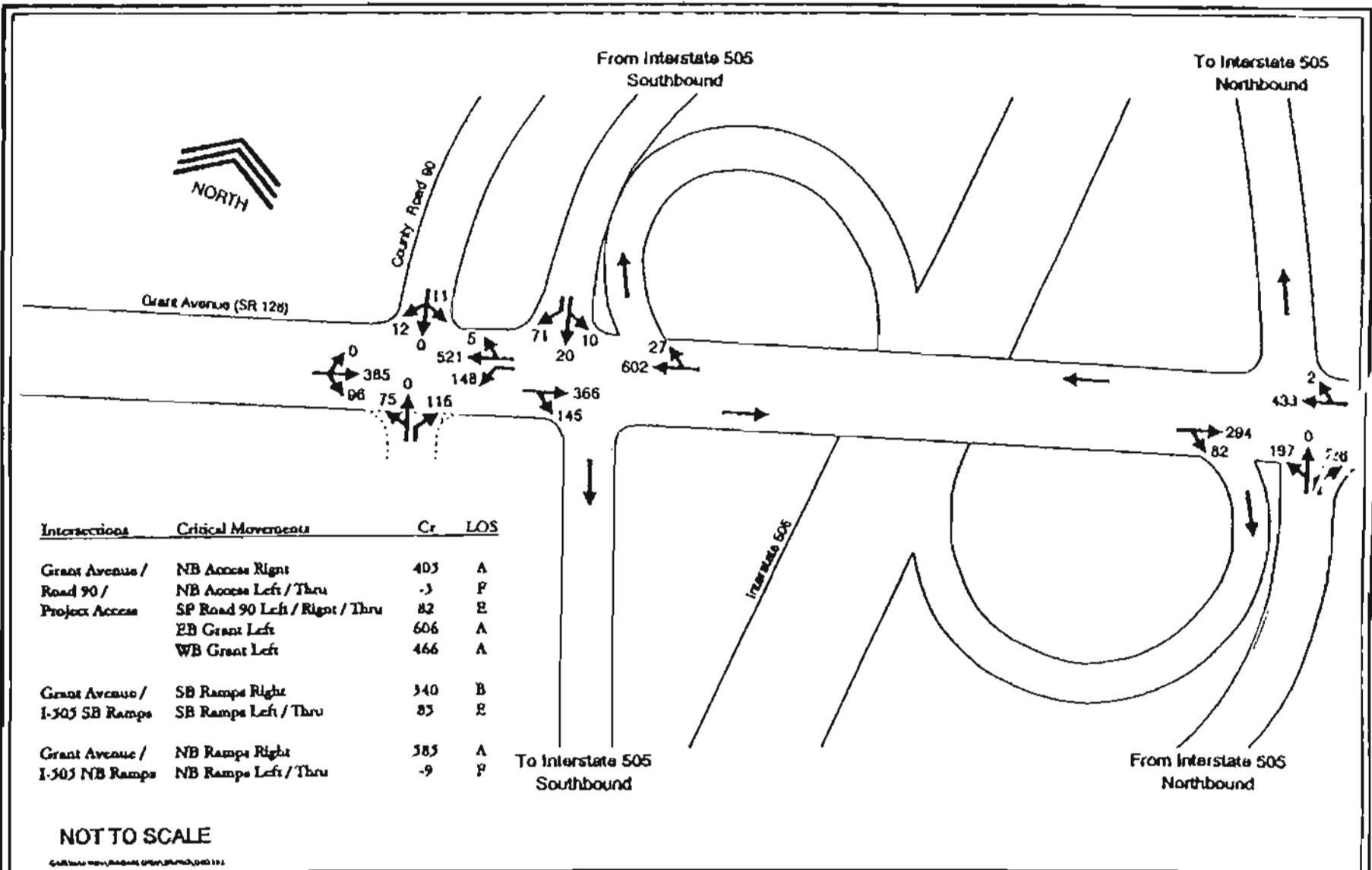
Footnotes:

(1) San Diego Association Of Governments, "Traffic Generators," January, 1990.



SHORT-RANGE BASE
PM PEAK HOUR INTERSECTION OPERATIONS

Winters Gateway Traffic Study



SHORT-RANGE + PROJECT
PM PEAK HOUR INTERSECTION OPERATIONS

Winters Gateway Traffic Study

5

Table 3
Winters - Gateway Traffic Study
Short-Range Development Trip Generation

Trip Generation Rates

	Daily	PM Peak Hour	Percent	
			Inbound	Outbound
Single-Family Residential	9.55	1.01	65%	35%
Multi-Family Residential	6.47	0.63	68%	32%
Senior Housing	4.00	0.08	62%	38%
Office Building	12.42	1.63	17%	83%

Short-Range Development

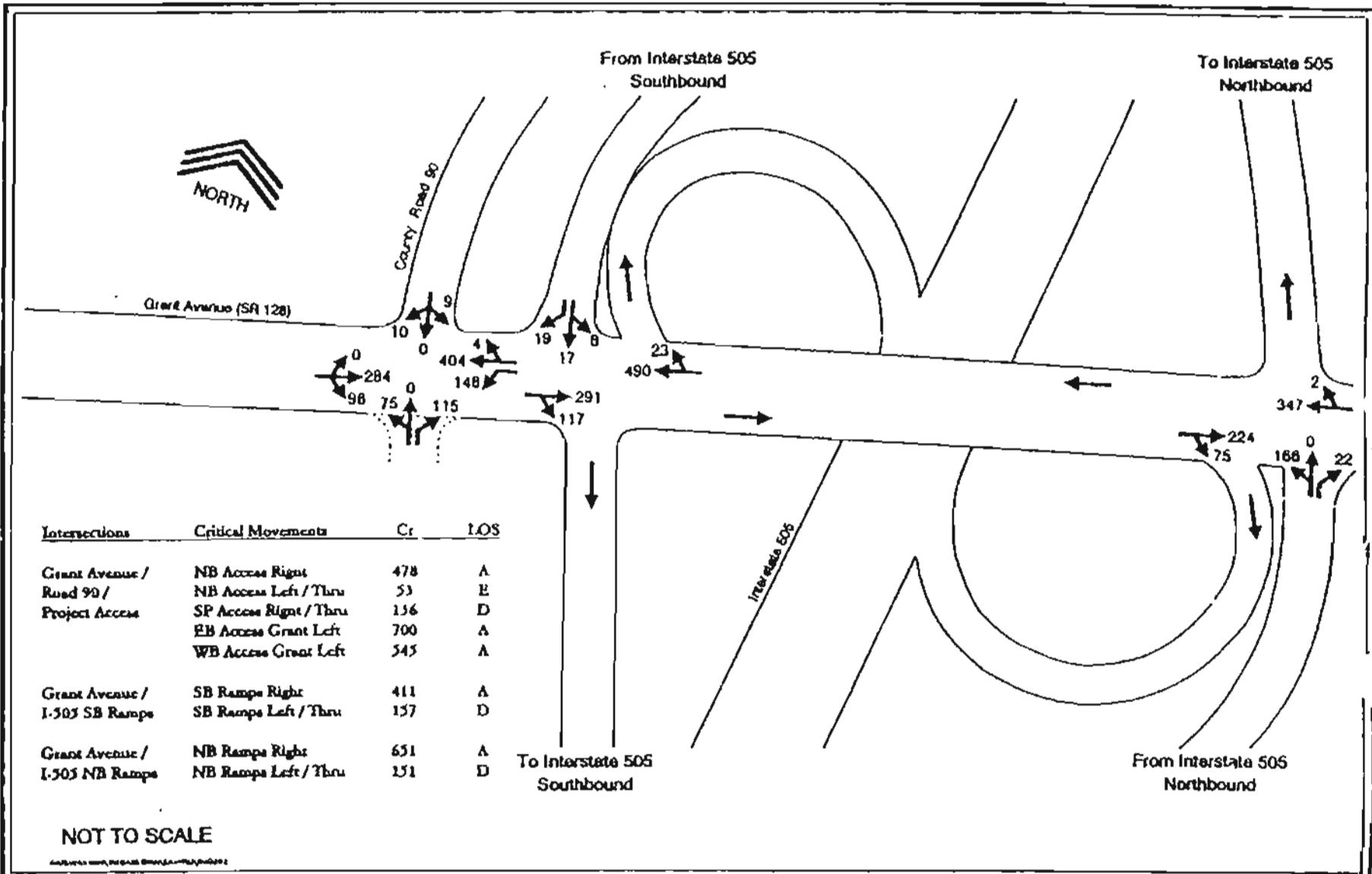
	SFR (units)	MFR (units)	Senior Housing (units)	Office (square feet)
1A Putah Creek Hamlet	151			
1B CBM Group			48	
1C Almond Orchard #3	50			
1D Winters Properties	29			
1E Winters Highlands				
2A The Village at Putah Creek	36	15		165,000
2B Coast Creative	50			
Totals:	316	15	48	165,000

Short-Range Development Daily Trip Generation

	SFR	MFR	Senior Housing	Office	Project Totals
1A Putah Creek Hamlet	1,442				1,442
1B CBM Group			192		192
1C Almond Orchard #3	478				478
1D Winters Properties	277				277
1E Winters Highlands					0
2A The Village at Putah Creek	344	97		2,049	2,490
2B Coast Creative	478				478
Total Daily Generation:	3,018	97	192	2,049	5,356

Short-Range Development PM Peak Hour Trip Generation

	SFR	MFR	Senior Housing	Office	Project Totals
1A Putah Creek Hamlet	153				153
1B CBM Group			4		4
1C Almond Orchard #3	51				51
1D Winters Properties	29				29
1E Winters Highlands					0
2A The Village at Putah Creek	36	9		269	315
2B Coast Creative	51				51
Total PM Peak Hour Generation:	319	9	4	269	601
Inbound:	207	6	2	46	262
Outbound:	112	3	1	223	339



NOT TO SCALE



EXISTING + PROJECT
PM PEAK HOUR INTERSECTION OPERATIONS

Winters Gateway Traffic Study

Sight Distance

The analysis of sight distance in this report focusses on one location. Due to the steep grade of the Grant Avenue (SR 128) overcrossing of I-505, the large number of trucks who use Grant Avenue, and because prevailing speeds on Grant Avenue are generally between 55 and 60 MPH, there is some concern that the sight distance on westbound Grant Avenue, approaching the Project's access point, would not be adequate to allow for safe operations of the left-turn movement from the Project. Caltrans generally requires that a vehicle have 7.5 seconds worth of distance between the point where the opposing vehicle becomes visible and the point where the subject vehicle is located. Using an average speed of 55 MPH and a distance of 800 feet, from the center of the overpass to the Project's access, 9.9 seconds would be provided. Based on this analysis, the distance between the peak of the overpass and the Project's access would be adequate.

Traffic Mitigation

The purpose of this section is to mitigate impacts identified in the previous section, to determine the Project's contribution to impacts, to identify agencies responsible for implementing mitigation measures, and to estimate appropriate time frames in which mitigation should be implemented. A total of five impacts were identified in the previous section. Each impact and mitigation are discussed in detail below.

Mitigation #1 - The northbound left/through movement of the intersection of Grant Avenue (SR 128)/County Road 90/Access Road is impacted under existing plus Project conditions. The addition of an acceleration lane on westbound Grant Avenue would improve the subject movement to LOS C ($Cr = 211$). The acceleration lane length should be 660 feet, based on an assumed lateral displacement of 12 feet and a speed of 55 MPH on Grant Avenue. This mitigation would alleviate this impact.

Responsibility: The operation on the northbound approach of this intersection would not impact traffic on Grant Avenue (SR 128) or County Road 90. It would, therefore, not be an impact of the Project but an impact internal to the Project. As such, no mitigation would be necessary at this location. Although no mitigation would be necessary, the developer might be willing to fund the improvement in order to improve internal circulation.

Monitoring: Since Grant Avenue (SR 128) is a State facility, responsibility for implementing this mitigation would be with Caltrans.

Timing: This mitigation should be constructed at the time that the Project is constructed.

Mitigation #2 - The northbound left/through movement of the intersection of Grant Avenue/I-505 Northbound Ramps is impacted under short-range base conditions. This movement would operate at LOS E ($Cr = 99$) during the PM peak hour. Approximately 133 cars would execute this movement. This represents 15.6 percent of the traffic traversing the intersection. Delays for these vehicles would be extreme resulting in long queues. The queues at this location would not be expected to impact the northbound right-turn movement since this movement is provided with its own lane. Although delays would be extreme for this movement, traffic on Grant Avenue (SR 128) would be unimpeded. Under short-range base conditions this intersection would not meet

Caltrans signal warrants so signalization at this time would not be an option. Preliminary discussion with Caltrans revealed that they would not likely oppose allowing this impact in the short-range⁷.

Responsibility: This impact would occur without the Project. It is, therefore, not an impact of the Project but an impact of short-range development and of increased through traffic on Grant Avenue.

Monitoring: Not applicable.

Timing: Not applicable.

Mitigation #3 - The northbound left/through movement functions at LOS F ($Cr = -3$) and the southbound left/through/right-turn movement operates at LOS E ($Cr = 82$) at the intersection of Grant Avenue/County Road 90/Access Road under short-range plus Project conditions. Signalization of this intersection would not be advisable because of inadequate stacking distances for the westbound through movement. Queues from this intersection could interfere with the I-505 southbound ramps system. Mitigation #1 recommended the addition of a westbound acceleration lane on Grant Avenue (SR 128). This mitigation would alleviate conditions for the northbound left/through movement under short-range plus Project conditions as well. The movement would function at LOS D ($Cr = 160$) with the acceleration lane.

According to level of service analysis, the southbound left/through/right-turn movement would continue to operate at LOS E ($Cr = 82$), but only 23 vehicles (1.7 percent of the traffic which traverses the intersection) execute this movement during the PM peak hour. In addition, Mitigation #5, ahead, calls for the signalization of the Grant Avenue (SR 128)/I-505 Northbound Ramps intersection. Based on estimated ADTs, the intersection would meet warrants. Signalization of the northbound ramps intersection would cause platooning at the westbound approach to the intersection of Grant Avenue/County Road 90/Project Access. Platooning would create longer gaps and would mitigate the LOS E condition at the southbound approach.

Responsibility: The operation of the northbound approach would not be an impact of the Project but an impact internal to the Project. The southbound operation would be an impact of the Project. The addition of the westbound acceleration lane is not defined as a mitigation because no impact external to the Project has been found, but the acceleration lane would be a benefit to the Project.

⁷ Jim Brake, Associate Transportation Engineer, District 3, telephone conversation 9/17, 1992.

Monitoring: Since SR 128 is a State facility, implementation of the mitigation measure would be the responsibility of Caltrans.

Timing: Implementation of the acceleration lane mitigation would be beneficial upon completion of the Project.

Mitigation #4 - The southbound left/through movement of the intersection of Grant Avenue (SR 128)/I-505 Southbound Ramps would operate at LOS E (Cr = 85) under short-range plus Project conditions during the PM peak hour. This LOS E condition would affect an estimated 30 PM peak hour vehicles (2.4 percent of the traffic traversing the intersection). The intersection would meet the peak hour signal warrant but would not be expected to satisfy two or more warrants as is required before an intersection can be signalized. Mitigation #5 calls for signalization of the intersection of Grant Avenue/I-505 Northbound Ramps. With this mitigation, and the resulting platooning on the westbound approach to the intersection of Grant Avenue/I-505 Southbound Ramps, the LOS E condition at the southbound approach would be expected to improve to LOS D or better. Therefore, although no mitigation is recommended at this location, Mitigation #5 would be expected to mitigate this impact.

Responsibility: This impact would not occur under short-range base conditions. It would, therefore, be an impact of the Project.

Monitoring: Since SR 128 is a State facility, implementation of this mitigation measure would be the responsibility of Caltrans.

Timing: Refer to Mitigation #5 Timing.

Mitigation #5 - The northbound left/through movement of the intersection of Grant Avenue (SR 128)/I-505 Northbound Ramps would operate at LOS F (Cr = -9) under short-range plus Project conditions during the PM peak hour. This intersection would be expected to meet Signal Warrants 1 (Minimum Vehicular Volume) and 11 (Peak Hour Volumes) and might also meet Warrant 9 (Four Hour Volume)⁸. As a result, it should be signalized. The analysis of Warrant 1 is based on estimated ADTs on Grant Avenue and the off-ramp. Signalization of the intersection should not proceed until actual traffic volumes at this intersection meet signal warrants. In order to determine when this time will come, a monitoring program should be implemented. The monitoring program would consist of 24-hour hose counts once a year until warrants were met. Signalization of this intersection would improve its operation to LOS A (V/C = 0.47). The cost of signalization can vary depending on the signal system used, the number of detectors used and the specifics of the intersection. A simple two phased signal could be

⁸ California Department of Transportation, *Traffic Manual*, Chapter 9, 1985.

used at this location with detectors only on the off-ramp. The cost of this type of signal is estimated at \$85,000. Monitoring ADTs would carry a cost of less than \$1,000 per year.

Responsibility: This impact would occur under short-range base conditions but would be further exacerbated with the addition of traffic associated with the Project. It would, therefore, be an impact of both short-range development, increased through traffic on SR 128, and the Project.

Monitoring: Since SR 128 is a State facility, implementation of the mitigation measure would be the responsibility of Caltrans. Caltrans would be responsible for monitoring the impact and the eventual signalization.

Timing: Assuming development as described in this report, which is worst-case, implementation of this mitigation would become necessary at some time between 1995 and 2000. The monitoring program described above would determine the time of implementation.

Speed Recommendation

It would be appropriate to reduce the travel speeds at and west of this intersection because this would essentially be the new outer limit of the City of Winters and reduced speeds are appropriate through urban areas. In order to determine the proper numerical value for a speed zone on the basis of an engineering and traffic investigation, the following factors should be considered⁹:

1. Road surface characteristics, shoulder conditions, grade, alignment, and sight distance.
2. The 85th percentile speed and pace speed.
3. Roadside development and culture, and roadside friction.
4. Safe speed for curves or hazardous locations within the zone.
5. Parking practices and pedestrian activity.
6. Reported accident experience for a recent 12-month period.

Caltrans prefers to set speeds based on the 85th percentile of speeds. It is likely that some reduction in prevailing speeds would occur near the Project as a result of increased turning movements and increased pedestrian activities near the Project.

It is the recommendation of this report that speeds be checked adjacent to the Project after the Project has been fully occupied. If a speed study can justify the reducing the speed limit along

⁹ U.S. Department of Transportation, *Manual of Uniform Traffic Control Devices*, 1988.

Grant Avenue to 35 MPH then the speed limit should be reduced. A reduction in speed limits would benefit the unsignalized intersection analysis because speed is a factor in this analysis. Table 4 shows projected intersection operations with the reduced speed. Movements which are impacted when analyzed assuming a 55 MPH speed are outlined in the table. The only mitigation assumed in this table is the westbound acceleration lane at the intersection of Grant Avenue/County Road 90/Project Access. As the table shows, intersection operations would improve to LOS D or better at all locations if the speed were reduced.

Long-Range Improvements

Although this report does not address long-range conditions, some discussion of the proposed roadway improvements in the study area is warranted. The City of Winters' General Plan calls for several improvements to SR 128 and to the I-505 ramps including widening SR 128 to four lanes and signaling both of the ramps. This will involve widening SR 128's overpass of I-505. In addition, it is proposed that County Road 90 be realigned further to the west. Another proposal would then realign the I-505 southbound off-ramp to County Road 90's current location. This would allow for improved sight distance on westbound SR 128 and could reduce the number of turning movements at the southbound off-ramp.

The improvement projects discussed in the previous paragraph are large projects which will be capital intensive. The demand for these improvements would arise from traffic associated with General Plan buildout development as well as increased through traffic on SR 128. The Project's percentage share of contribution to the need for future improvements at this location would be small.

Table 4
Winters – Gateway Traffic Study
Intersection Operations Assuming 35 MPH Speed Limit on Grant Avenue

<u>Intersections</u>	<u>Critical Movements</u>	<u>Existing Conditions</u>		<u>Existing Plus Project</u>		<u>Short-Range Base</u>		<u>Short-Range Plus Project</u>	
		<u>Cf</u>	<u>LOS</u>	<u>Cf</u>	<u>LOS</u>	<u>Cf</u>	<u>LOS</u>	<u>Cf</u>	<u>LOS</u>
Grant Avenue/ Road 90/ Access Road (1)	NB Access Right	n/a	n/a	478	A	n/a	n/a	543	A
	NB Access Left/Thru	n/a	n/a	211 C (2)		n/a	n/a	272 C (2)	
	SB Road 90 Left/Thru/Right	338	A	136	D	225	C	173 D	
	EB Grant Left	700	A	700	A	606	A	689	A
	WB Grant Left	n/a	n/a	545	A	n/a	n/a	554	A
Grant Avenue/ I-505 Southbound Ramps	SB Ramps Right	537	A	411	A	461	A	965	A
	SB Ramps Left/Thru	248	C	157	D	151	D	179 D	
Grant Avenue/ I-505 Northbound Ramps	NB Ramps Right	694	A	651	A	784	A	736	A
	NB Ramps Left/Thru	226	C	101	D	220 C		101 D	

211 C
 – indicates that this movement had been impacted when analyzed at 55 MPH.

Footnotes:

- (1) The Project access leg of this intersection would only exist under Project scenarios.
- (2) The mitigation at the intersection of Grant Avenue/County Road 90/Access Road under existing plus Project conditions would be the addition of an acceleration lane on westbound Grant Avenue.

LOSADA

Source: Wilbur Smith Associates, September, 1992.

Appendix A
Intersection Level of Service Calculation Worksheets
Winters - Gateway Traffic Study

Project: Winters - Gateway Traffic Study
Case: Existing PM Peak Hour
PROGRAM: TEEINT6

Major: Grant Avenue (SR 128)
Minor: Road 90
FILE: EXPM1

Name	OBS VOL	ADJ VOL	Lanes	HCM Designation
SR 128 WB Thru	404	--	1	V2 - Major Thru
SR 128 WB Right	4	--	0	V3 - Major Right
SR 128 EB Left	0	0	0	V4 - Major Left
SR 128 EB Thru	284	--	1	V5 - Major Thru
Road 90 SB Left	9	11	1	V7 - Minor Left
Road 90 SB Right	10	12	0	V9 - Minor Right

Traffic Control on Minor Street: STOP
Adjustment Factor (1.1 normal): 1.2
Speed on Major Street (30 or 55): 55 Lanes: 2 Code:
Urbanized area (pop > 250,000): NO Code: 0

STEP 1: RT From Minor Street			V9
Conflicting Flows, Vc	_____	406	
Critical Gap, Tc	_____	6.5	
Potential Capacity, Cp	_____	560	
Actual Capacity, Cm	_____	560	
STEP 2: LT From Major Street			V4
Conflicting Flows, Vc	_____	408	
Critical Gap, Tc	_____	5.5	
Potential Capacity, Cp	_____	700	
Percent of Cp Utilized	_____	0.0%	
Impedance Factor	_____	1.00	
Actual Capacity, Cm	_____	700	
STEP 3: LT From Minor Street			V7
Conflicting Flows, Vc	_____	690	
Critical Gap, Tc	_____	8	
Potential Capacity, Cp	_____	259	
Actual Capacity, Cm	_____	259	

Shared Lane Capacity		v7+v9	v7/cm7	v9/cm9	SH	
Shared lane?	YES	23	0.04	0.02	361	
Movement #	Adj Volume	Cm	Csh	Cr	LOS	Valid
Minor LT (7)	11	259	-	248	C	share
Minor RT (9)	12	560	-	548	A	share
Shared rt/lt	23	-	361	338	B	yes
Major LT (4)	0	700	-	700	na	yes

Project: Winters - Gateway Traffic Study
 Case: Existing PM Peak Hour
 Program: an14unsg.wk1

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	212	-na-	1	V2 Thru
	81	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	389	-na-	1	V5 Thru
	23	-na-	0	V6 Right
I-505 - SB Ramps	0	0	0	V7 Minor: Left
	0	0	1	V8 Thru
	0	0	0	V9 Right
I-505 - SB Ramps	8	10	0	V10 Minor: Left
	17	20	1	V11 Thru
	19	23	1	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 2 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	253	401
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	678	560
Percent of Cp Utilized	0.00	4.10
Impedance Factor	1.00	0.98
Actual Capacity, Cm	678	560
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	293	412
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	815	700
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	815	700

Major: Grant Avenue (SR 128)
 Minor: I-505 SB Ramps
 filename: EXPM2

STEP 3: TT From Minor Street	V8	V11
Conflicting Flows, Vc	665	694
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	303	289
Percent of Cp Utilized	0.0	7.1
Impedance Factor	1.00	0.96
Actual Capacity, Cm	303	289
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	701	694
Critical Gap, Tc	8	8
Potential Capacity, Cp	245	259
Actual Capacity, Cm	230	259

MINOR STREET APPROACH MOVEMENTS 7,8,9							
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid	
Minor St Left -- 7	0	230	...	230	na	yes	
Minor St Thru -- 8	0	303	...	303	na	yes	
Minor St Right -- 9	0	678	...	678	na	yes	
Shared Right & Thru	na	...	-	-	-	-	
Shared Left & Thru	na	...	-	-	-	-	
Shared RT, LT, & Th	0	...	-	-	-	-	

MINOR STREET APPROACH MOVEMENTS 10,11,12							
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid	
Minor St Left -- 10	10	259	...	249	na	share	
Minor St Thru -- 11	20	289	...	268	na	share	
Minor St Right -- 12	23	560	...	537	A	yes	
Shared Right & Thru	na	...	-	-	-	-	
Shared Left & Thru	30	...	278	248	C	yes	
Shared RT, LT, & Th	na	...	-	-	-	-	

MAJOR STREET LEFT TURNS 1,4							
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid	
Major St Left -- 1	0	700	...	700	na	yes	
Major St Left -- 4	0	815	...	815	na	yes	

Project: Winters - Gateway Traffic Study
 Case: Short-Range Base PM Peak Hour
 PROGRAM: TEEINT6

Major: Grant Avenue (SR 128)
 Minor: Road 90
 FILE: SRPM1

Name	OBS VOL	ADJ VOL	Lanes	HCM Designation
SR 128 WB Thru	521	--	1	V2 - Major Thru
SR 128 WB Right	5	--	0	V3 - Major Right
SR 128 EB Left	0	0	0	V4 - Major Left
SR 128 EB Thru	385	--	1	V5 - Major Thru
Road 90 SB Left	11	13	1	V7 - Minor Left
Road 90 SB Right	12	14	0	V9 - Minor Right

Traffic Control on Minor Street: STOP
 Adjustment Factor (1.1 normal): 1.2
 Speed on Major Street (30 or 55): 55 Lanes: 2 Code: 3
 Urbanized area (pop > 250,000): NO Code: 0

STEP 1: RT From Minor Street			V9
Conflicting Flows, Vc	_____	524	
Critical Gap, Tc	_____	6.5	
Potential Capacity, Cp	_____	490	
Actual Capacity, Cm	_____	490	
STEP 2: LT From Major Street			V4
Conflicting Flows, Vc	_____	526	
Critical Gap, Tc	_____	5.5	
Potential Capacity, Cp	_____	606	
Percent of Cp Utilized	_____	0.0%	
Impedance Factor	_____	1.00	
Actual Capacity, Cm	_____	606	
STEP 3: LT From Minor Street			V7
Conflicting Flows, Vc	_____	909	
Critical Gap, Tc	_____	8	
Potential Capacity, Cp	_____	165	
Actual Capacity, Cm	_____	165	

Shared Lane Capacity		v7+v9	v7/cm7	v9/cm9	SH	
Shared lane?	YES	28	0.08	0.03	252	
Movement #	Adj Volume	Cm	Csh	Cr	LOS	Valid
Minor LT (7)	13	165	-	152	D	share
Minor RT (9)	14	490	-	476	A	share
Shared rt/lt	28	-	252	225	C	yes
Major LT (4)	0	606	-	606	na	yes

Project: Winters - Gateway Traffic Study
 Case: Short-Range Base PM Peak Hour
 Program: anl4unsg.wk1

Major: Grant Avenue (SR 128)
 Minor: I-505 SB Ramps
 filename: SRPM2

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	288	-na-	1	V2 Thru
	109	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	501	-na-	1	V5 Thru
	27	-na-	0	V6 Right
	0	0	0	V7 Minor: Left
	0	0	1	V8 Thru
	0	0	0	V9 Right
I-505 - SB Ramps	10	12	0	V10 Minor: Left
	20	24	1	V11 Thru
	24	29	1	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 2 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	343	515
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	616	490
Percent of Cp Utilized	0.00	5.90
Impedance Factor	1.00	0.96
Actual Capacity, Cm	616	490
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	397	528
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	723	606
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	723	606

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	871	912
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	220	200
Percent of Cp Utilized	0.0	12.0
Impedance Factor	1.00	0.92
Actual Capacity, Cm	220	200
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	915	912
Critical Gap, Tc	8	8
Potential Capacity, Cp	165	165
Actual Capacity, Cm	146	165

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	0	146	....	146	na	yes
Minor St Thru -- 8	0	220	....	220	na	yes
Minor St Right -- 9	0	616	....	616	na	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	0	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	12	165	....	153	na	share
Minor St Thru -- 11	24	200	....	176	na	share
Minor St Right -- 12	29	490	....	461	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	36	....	187	151	D	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MAJOR STREET LEFT TURNS 1,4						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Major St Left -- 1	0	606	....	606	na	yes
Major St Left -- 4	0	723	....	723	na	yes

Project: Winters - Gateway Traffic Study
Case: Short-Range + Project PM Peak Hour
Program: an14unsg.wk1

Major: Grant Avenue (SR 128)
Minor: I-505 SB Ramps
filename: SRPPM2

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	366	-na-	1	V2 Thru
	145	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	602	-na-	1	V5 Thru
	27	-na-	0	V6 Right
	0	0	0	V7 Minor: Left
	0	0	1	V8 Thru
	0	0	0	V9 Right
I-505 - SB Ramps	10	12	0	V10 Minor: Left
	20	24	1	V11 Thru
	71	85	1	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
Major Street Speed (30 or 55 mph): 55
Number of Lanes: 2 Code: 3
Urban area (pop > 250,000): NO Code: 0
Road (7/8/9) Control: STOP
Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	439	616
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	543	425
Percent of Cp Utilized	0.00	20.00
Impedance Factor	1.00	0.86
Actual Capacity, Cm	543	425
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	511	629
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	625	535
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	625	535

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	1068	1127
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	148	130
Percent of Cp Utilized	0.0	18.5
Impedance Factor	1.00	0.88
Actual Capacity, Cm	148	130
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	1159	1127
Critical Gap, Tc	8	8
Potential Capacity, Cp	103	106
Actual Capacity, Cm	78	106

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	0	78	....	78	na	yes
Minor St Thru -- 8	0	148	....	148	na	yes
Minor St Right -- 9	0	543	....	543	na	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	0	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	12	106	....	94	na	share
Minor St Thru -- 11	24	130	....	106	na	share
Minor St Right -- 12	85	425	....	340	B	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	36	....	121	85	B	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MAJOR STREET LEFT TURNS 1,4						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Major St Left -- 1	0	535	....	535	na	-
Major St Left -- 4	0	625	....	625	na	-

Project: Winters - Gateway Traffic Study
 Case: Short-Range + Project PM Peak Hour
 Program: an14unsg.wk1

Major: Grant Avenue (SR 128)
 Minor: I-505 NB Ramps
 filename: SRPPM3

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	294	-na-	1	V2 Thru
	82	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	433	-na-	1	V5 Thru
	2	-na-	0	V6 Right
I-505 - NB Ramps	197	236	0	V7 Minor: Left
	0	0	1	V8 Thru
	26	31	1	V9 Right
	0	0	0	V10 Minor: Left
	0	0	1	V11 Thru
	0	0	0	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 2 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	335	434
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	616	543
Percent of Cp Utilized	5.10	0.00
Impedance Factor	0.98	1.00
Actual Capacity, Cm	616	543
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	376	435
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	723	681
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	723	681

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	770	810
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	258	240
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	258	240
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	770	836
Critical Gap, Tc	8	8
Potential Capacity, Cp	228	199
Actual Capacity, Cm	228	195

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	I.OS	Valid
Minor St Left -- 7	236	228	....	-9	na	share
Minor St Thru -- 8	0	258	....	258	na	share
Minor St Right -- 9	31	616	....	585	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	236	....	228	-9	1	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	I.OS	Valid
Minor St Left -- 10	0	195	....	195	na	yes
Minor St Thru -- 11	0	240	....	240	na	yes
Minor St Right -- 12	0	543	....	543	na	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	0	....	-	-	-	-

MAJOR STREET LEFT TURNS 1,4					
MOVEMENT	VOLUME	Cm	Cr	I.OS	Valid
Major St Left -- 1	0	681	681	na	-
Major St Left -- 4	0	723	723	na	-

Project: Winters - Gateway Traffic Study
 Case: Short-Range + Project PM Peak Hour *Mediation*
 Program: an14unsg.wk1 *see road sign - signal control*

Major: Grant Avenue (SR 128)
 Minor: I-505 SB Ramps
 filename: SRPPM2

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	366	-na-	1	V2 Thru
	145	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	602	-na-	1	V5 Thru
	27	-na-	0	V6 Right
	0	0	0	V7 Minor: Left
	0	0	1	V8 Thru
	0	0	0	V9 Right
I-505 - SB Ramps	10	12	0	V10 Minor: Left
	20	24	1	V11 Thru
	71	85	1	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 30
 Number of Lanes: 2 Code: 1
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: R/T From Minor Street	V9	V12
Conflicting Flows, Vc	439	616
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	681	550
Percent of Cp Utilized	0.00	15.50
Impedance Factor	1.00	0.89
Actual Capacity, Cm	681	550
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	511	629
Critical Gap, Tc	5	5
Potential Capacity, Cp	710	610
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	710	610

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	1068	1127
Critical Gap, Tc	6	6
Potential Capacity, Cp	253	228
Percent of Cp Utilized	0.0	10.5
Impedance Factor	1.00	0.94
Actual Capacity, Cm	253	228
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	1159	1127
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	185	193
Actual Capacity, Cm	155	193

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	0	155	....	155	na	yes
Minor St Thru -- 8	0	253	....	253	na	yes
Minor St Right -- 9	0	681	....	681	na	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	0	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	12	193	....	181	na	share
Minor St Thru -- 11	24	228	....	204	na	share
Minor St Right -- 12	85	550	....	465	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	36	....	215	179	D	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MAJOR STREET LEFT TURNS 1,4						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Major St Left -- 1	0	610	....	610	na	share
Major St Left -- 4	0	710	....	710	na	share

Project: Winters - Gateway Traffic Study
 Case: Short-Range Base PM Peak Hour *Adjustment*
 Program: an14unsg.wk1 *decreased speed limit*

Major: Grant Avenue (SR 128)
 Minor: I-505 NB Ramps
 filename: SRPM3

Name	Volume	Volume	Geometry	TUB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	264	-na-	1	V2 Thru
	33	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	395	-na-	1	V5 Thru
	2	-na-	0	V6 Right
I-505 - NB Ramps	133	160	0	V7 Minor: Left
	0	0	1	V8 Thru
	26	31	1	V9 Right
	0	0	0	V10 Minor: Left
	0	0	1	V11 Thru
	0	0	0	V12 Right

STEP 3: TH From Minor Street		V8	V11
Conflicting Flows, Vc	678	693	
Critical Gap, Tc	6	6	
Potential Capacity, Cp	435	435	
Percent of Cp Utilized	0.0	0.0	
Impedance Factor	1.00	1.00	
Actual Capacity, Cm	435	435	

STEP 4: LT From Minor Street		V7	V10
Conflicting Flows, Vc	678	719	
Critical Gap, Tc	6.5	6.5	
Potential Capacity, Cp	380	365	
Actual Capacity, Cm	380	358	

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 30
 Number of Lanes: 2 Code: 1
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

MINOR STREET APPROACH MOVEMENTS 7,8,9							
MOVEMENT	VOLUME	Cm	Csh	Cr	I.OS	Valid	
Minor St Left -- 7	160	380	...	220	na	share	
Minor St Thru -- 8	0	435	...	435	na	share	
Minor St Right -- 9	31	815	...	784	A	yes	
Shared Right & Thru	na	...	-	-	-	-	
Shared Left & Thru	160	...	380	220	C	yes	
Shared RT, LT, & Th	na	...	-	-	-	-	

STEP 1: RT From Minor Street		V9	V12
Conflicting Flows, Vc	281	396	
Critical Gap, Tc	5.5	5.5	
Potential Capacity, Cp	815	723	
Percent of Cp Utilized	3.80	0.00	
Impedance Factor	0.98	1.00	
Actual Capacity, Cm	815	723	

STEP 2: LT From Major Street		V4	V1
Conflicting Flows, Vc	297	397	
Critical Gap, Tc	5	5	
Potential Capacity, Cp	910	818	
Percent of Cp Utilized	0.0	0.0	
Impedance Factor	1.00	1.00	
Actual Capacity, Cm	910	818	

MINOR STREET APPROACH MOVEMENTS 10,11,12							
MOVEMENT	VOLUME	Cm	Csh	Cr	I.OS	Valid	
Minor St Left -- 10	0	358	...	358	na	yes	
Minor St Thru -- 11	0	435	...	435	na	yes	
Minor St Right -- 12	0	723	...	723	na	yes	
Shared Right & Thru	na	...	-	-	-	-	
Shared Left & Thru	na	...	-	-	-	-	
Shared RT, LT, & Th	0	...	-	-	-	-	

MAJOR STREET LEFT TURNS 1,4							
MOVEMENT	VOLUME	Cm	Csh	Cr	I.OS	Valid	
Major St Left -- 1	0	818	...	818	na	yes	
Major St Left -- 4	0	910	...	910	na	yes	

Project: Winters - Gateway Traffic Study
 Case: Short-Range + Project PM Peak Hour *Mitigation*
 Program: an14unsg.wk1 *dec re-run 11/12 special limit*

Major: Grant Avenue (SR 128)
 Minor: County Road 90/Project Access
 filename: SRPPM1B

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	385	-na-	1	V2 Thru
	96	-na-	0	V3 Right
SR 128 - WB	148	178	1	V4 Major: Left
	521	-na-	1	V5 Thru
	5	-na-	0	V6 Right
Project Access - NB	75	90	0	V7 Minor: Left
	0	0	1	V8 Thru
	115	138	1	V9 Right
County Road 90 - SB	9	11	0	V10 Minor: Left
	0	0	1	V11 Thru
	10	12	0	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 30
 Number of Lanes: 3 Code: 1
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	433	524
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	681	625
Percent of Cp Utilized	20.30	1.90
Impedance Factor	0.86	0.99
Actual Capacity, Cm	681	625
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	481	526
Critical Gap, Tc	5	5
Potential Capacity, Cp	731	689
Percent of Cp Utilized	24.3	0.0
Impedance Factor	0.82	1.00
Actual Capacity, Cm	731	689

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	1107	1153
Critical Gap, Tc	6	6
Potential Capacity, Cp	235	220
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	193	180
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	1117	1268
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	200	158
Actual Capacity, Cm	162	111

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	90	162	....	72	na	share
Minor St Thru -- 8	0	193	....	193	na	share
Minor St Right -- 9	138	681	....	543	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	90	....	162	72	E	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	11	111	....	100	na	share
Minor St Thru -- 11	0	180	....	180	na	share
Minor St Right -- 12	12	625	....	613	na	share
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	23	....	196	173	D	yes

MAJOR STREET LEFT TURNS 1,4					
MOVEMENT	VOLUME	Cm	Cr	LOS	
Major St Left -- 1	0	689	689	na	
Major St Left -- 4	178	731	554	A	

Project: Winters - Gateway Traffic Study
 Case: Existing + Project PM Peak Hour
 Program: an14unsg.wk1

Major: Grant Avenue (SR 128)
 Minor: I-505 NB Ramps
 filename: EXPPM3

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	224	-na-	1	V2 Thru
	75	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	347	-na-	1	V5 Thru
	2	-na-	0	V6 Right
I-505 - NB Ramps	166	199	0	V7 Minor: Left
	0	0	1	V8 Thru
	22	26	1	V9 Right
	0	0	0	V10 Minor: Left
	0	0	1	V11 Thru
	0	0	0	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 2 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	262	348
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	678	616
Percent of Cp Utilized	3.90	0.00
Impedance Factor	0.98	1.00
Actual Capacity, Cm	678	616
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	299	349
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	815	768
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	815	768

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	611	647
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	330	316
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	330	316
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	611	669
Critical Gap, Tc	8	8
Potential Capacity, Cp	300	273
Actual Capacity, Cm	300	267

MINOR STREET APPROACH MOVEMENTS 7,8,9

MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	199	300	....	101	na	share
Minor St Thru -- 8	0	330	....	330	na	share
Minor St Right -- 9	26	678	....	651	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	199	....	300	101	D	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12

MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	0	267	....	267	na	yes
Minor St Thru -- 11	0	316	....	316	na	yes
Minor St Right -- 12	0	616	....	616	na	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	0	....	-	-	-	-

MAJOR STREET LEFT TURNS 1,4

MOVEMENT	VOLUME	Cm	Cr	LOS
Major St Left -- 1	0	768	768	na
Major St Left -- 4	0	815	815	na

Project: Winters - Gateway Traffic Study
 Case: Existing PM Peak Hour
 Program: ant4unsg.wk1

Major: Grant Avenue (SR 128)
 Minor: I-505 NB Ramps
 filename: EXPM3

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	194	-na-	1	V2 Thru
	26	-na-	0	V3 Right
SR 128 - WB	0	0	0	V4 Major: Left
	309	-na-	1	V5 Thru
	2	-na-	0	V6 Right
I-505 - NB Ramps	103	124	0	V7 Minor: Left
	0	0	1	V8 Thru
	22	26	1	V9 Right
	0	0	0	V10 Minor: Left
	0	0	1	V11 Thru
	0	0	0	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 2 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	207	310
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	720	635
Percent of Cp Utilized	3.70	0.00
Impedance Factor	0.98	1.00
Actual Capacity, Cm	720	635

STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	220	311
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	890	790
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	890	790

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	518	530
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	390	375
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	390	375

STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	518	552
Critical Gap, Tc	8	8
Potential Capacity, Cp	350	325
Actual Capacity, Cm	350	319

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	I.O.S	Valid
Minor St Left -- 7	124	350	....	226	na	share
Minor St Thru -- 8	0	390	....	390	na	share
Minor St Right -- 9	26	720	....	694	A	yes
Shared Right & Thru	na	....	....	-	-	-
Shared Left & Thru	124	....	350	226	C	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	I.O.S	Valid
Minor St Left -- 10	0	319	....	319	na	yes
Minor St Thru -- 11	0	375	....	375	na	yes
Minor St Right -- 12	0	635	....	635	na	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	0	....	-	-	-	-

MAJOR STREET LEFT TURNS 1,4					
MOVEMENT	VOLUME	Cm	Cr	I.O.S	
Major St Left -- 1	0	790	790	na	
Major St Left -- 4	0	890	890	na	

Project: Winters - Gateway Traffic Study
 Case: Existing + Project PM Peak Hour
 Program: an14unsg.wk1

Major: Grant Avenue (SR 128)
 Minor: County Road 90/Project Access
 filename: EXIPPM1

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	284	-na-	1	V2 Thru
	96	-na-	0	V3 Right
SR 128 - WB	148	178	1	V4 Major: Left
	404	-na-	1	V5 Thru
	4	-na-	0	V6 Right
Project Access - NB	75	90	0	V7 Minor: Left
	0	0	1	V8 Thru
	115	138	1	V9 Right
County Road 90 - SB	9	11	0	V10 Minor: Left
	0	0	1	V11 Thru
	10	12	0	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 3 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	332	406
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	616	560
Percent of Cp Utilized	22.40	2.10
Impedance Factor	0.84	0.99
Actual Capacity, Cm	616	560
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	380	408
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	723	700
Percent of Cp Utilized	24.6	0.0
Impedance Factor	0.82	1.00
Actual Capacity, Cm	723	700

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	888	934
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	210	150
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	172	156
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	898	1049
Critical Gap, Tc	8	8
Potential Capacity, Cp	176	129
Actual Capacity, Cm	143	89

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	90	143	....	53	na	share
Minor St Thru -- 8	0	172	....	172	na	share
Minor St Right -- 9	138	616	....	478	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	90	....	143	53	E	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	11	89	....	78	na	share
Minor St Thru -- 11	0	156	....	156	na	share
Minor St Right -- 12	12	560	....	548	na	share
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	23	....	159	136	D	yes

MAJOR STREET LEFT TURNS 1,4					
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS
Major St Left -- 1	0	700	....	700	na
Major St Left -- 4	178	723	....	545	A

Appendix B
Mitigation Level of Service Calculation Worksheets
Winters - Gateway Traffic Study

Project: Winters - Gateway Traffic Study
 Case: Existing + Project PM Peak Hour *with intersection*
 Program: an14unsg.wk1 *with intersection*

Major: Grant Avenue (SR 128)
 Minor: County Road 90/Project Access
 filename: EXPPM1

Name	Volume	Volume	Geometry	TUB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	284	-na-	1	V2 Thru
	96	-na-	0	V3 Right
SR 128 - WB	148	178	1	V4 Major: Left
	0	-na-	1	V5 Thru
	4	-na-	0	V6 Right
Project Access - NB	75	90	0	V7 Minor: Left
	0	0	1	V8 Thru
	115	138	1	V9 Right
County Road 90 - SB	9	11	0	V10 Minor: Left
	0	0	1	V11 Thru
	10	12	0	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 3 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	332	2
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	616	925
Percent of Cp Utilized	22.40	1.30
Impedance Factor	0.84	1.00
Actual Capacity, Cm	616	925
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	380	4
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	723	1000
Percent of Cp Utilized	24.6	0.0
Impedance Factor	0.82	1.00
Actual Capacity, Cm	723	1000

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	484	530
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	408	375
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	334	308
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	494	645
Critical Gap, Tc	8	8
Potential Capacity, Cp	368	286
Actual Capacity, Cm	301	197

MINOR STREET APPROACH MOVEMENTS 7,8,9						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	90	301	....	211	na	share
Minor St Thru -- 8	0	334	....	334	na	share
Minor St Right -- 9	138	616	....	478	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	90	....	301	211	C	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12						
MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	11	197	....	186	na	share
Minor St Thru -- 11	0	308	....	308	na	share
Minor St Right -- 12	12	925	....	913	na	share
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	23	....	337	314	B	yes

MAJOR STREET LEFT TURNS 1,4					
MOVEMENT	VOLUME	Cm	Cr	LOS	Valid
Major St Left -- 1	0	1000	1000	na	-
Major St Left -- 4	178	723	545	A	-

Project: Winters - Gateway Traffic Study
 Case: Short-Range 4 Project PM Peak Hour *Winters*
 Program: anl4unsg.wk1 *WCS intersection*

Major: Grant Avenue (SR 128)
 Minor: County Road 90/Project Access
 filename: SRPPM1B

Name	Volume	Volume	Geometry	TRB Designation
SR 128 - EB	0	0	0	V1 Major: Left
	385	-na-	1	V2 Thru
	96	-na-	0	V3 Right
SR 128 - WB	148	178	1	V4 Major: Left
	0	-na-	1	V5 Thru
	5	-na-	0	V6 Right
Project Access - NB	75	90	0	V7 Minor: Left
	0	0	1	V8 Thru
	115	138	1	V9 Right
County Road 90 - SB	9	11	0	V10 Minor: Left
	0	0	1	V11 Thru
	10	12	0	V12 Right

Adjustment Factor: 1.2 (for mix of vehicles; 1.1 is normal)
 Major Street Speed (30 or 55 mph): 55
 Number of Lanes: 3 Code: 3
 Urban area (pop > 250,000): NO Code: 0
 Road (7/8/9) Control: STOP
 Road (10/11/12) Control: STOP

STEP 1: RT From Minor Street	V9	V12
Conflicting Flows, Vc	433	3
Critical Gap, Tc	6.5	6.5
Potential Capacity, Cp	543	925
Percent of Cp Utilized	25.40	1.30
Impedance Factor	0.82	1.00
Actual Capacity, Cm	543	925
STEP 2: LT From Major Street	V4	V1
Conflicting Flows, Vc	481	5
Critical Gap, Tc	5.5	5.5
Potential Capacity, Cp	644	1000
Percent of Cp Utilized	27.6	0.0
Impedance Factor	0.80	1.00
Actual Capacity, Cm	644	1000

STEP 3: TH From Minor Street	V8	V11
Conflicting Flows, Vc	586	632
Critical Gap, Tc	7.5	7.5
Potential Capacity, Cp	345	316
Percent of Cp Utilized	0.0	0.0
Impedance Factor	1.00	1.00
Actual Capacity, Cm	276	253
STEP 4: LT From Minor Street	V7	V10
Conflicting Flows, Vc	596	747
Critical Gap, Tc	8	8
Potential Capacity, Cp	313	236
Actual Capacity, Cm	250	155

MINOR STREET APPROACH MOVEMENTS 7,8,9

MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 7	90	250	....	160	na	share
Minor St Thru -- 8	0	276	....	276	na	share
Minor St Right -- 9	138	543	....	405	A	yes
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	90	....	250	160	D	yes
Shared RT, LT, & Th	na	....	-	-	-	-

MINOR STREET APPROACH MOVEMENTS 10,11,12

MOVEMENT	VOLUME	Cm	Csh	Cr	LOS	Valid
Minor St Left -- 10	11	155	....	144	na	share
Minor St Thru -- 11	0	253	....	253	na	share
Minor St Right -- 12	12	925	....	913	na	share
Shared Right & Thru	na	....	-	-	-	-
Shared Left & Thru	na	....	-	-	-	-
Shared RT, LT, & Th	23	....	276	253	C	yes

MAJOR STREET LEFT TURNS 1,4

MOVEMENT	VOLUME	Cm	Cr	LOS
Major St Left -- 1	0	1000	1000	na
Major St Left -- 4	178	644	466	A

W I L B U R S M I T H A S S O C I A T E S
 1985 HCM/CIRC 212, SIGNALIZED INTERSECTION CAPACITY ANALYSIS
 PLANNING METHOD

Project: Winters - Gateway Traffic Study no. 3
 N-S Approach: I-505 NB RAMPS Design Hour: PM
 E-W Approach: Grant Avenue
 Conditions: SHORT-R + PROJ
 Comments: Mitigation

Split Phase?	E-W:No	N-S:No			
LANE GEOMETRY		NORTH	TURNING VOLUMES		
0 0 0 0 0		|	0 0 0*		
<- ->			<- ->		
0 /		0	0*	/	2
0		0			
1 ->	<-	1	294	->	433*
0		0			
0 -\	/-	0	82	-\	0
<- ->			<- ->		
0 0 1 0 1			197	0*	26

CALCULATION SUMMARY

Approach	Flow	Lane Code	Right Turn Treatment	Left Turn Adjustments	Adjusted Flows	Critical Movement?
	vph			Factor vph	vph	y/n
Northbound						
o Right	26	1 0	R 0.80		0	
o Thru	0	1 0			217	Y
o Left	197	0 0		1.1 217	197	
Eastbound						
o Right	82	0 0	R 0.80		0	
o Thru	294	1 0			376	
o Left	0	0 0		2.0 0	0	Y
Southbound						
o Right	0	0 0	R 0.80		0	
o Thru	0	0 0			0	
o Left	0	0 0		1.0 0	0	Y
Westbound						
o Right	2	0 0	R 0.80		0	
o Thru	433	1 0			435	Y
o Left	0	0 0		2.0 0	0	
Total Critical Volume = 652						LOS = A
						V/C = 0.47

Intersection capacity = 1400 Date of run: 09/03/1992
 Double left-turn factor = 1.1 Time of run: 11:09:01 AM
 FILE: B:MITIGATION Version: 8.22
 Wilbur Smith Associates, 1987-1991.



CITY COUNCIL / COMMUNITY DEVELOPMENT AGENCY STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE : August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Housing Programs Manager 
SUBJECT: Public Hearing and Consideration of HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Project Funding Assistance for Multifamily Project in Support of Affordable Housing, Resolution 2009-40

RECOMMENDATION:

Staff recommends that the City Council and Community Development Agency take the following actions: (1) receive the staff report, (2) conduct the public hearing, and (3) adopt Resolution No. 2009-40 approving a HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Program Funding Assistance for Multifamily Project in the amount of \$2,100,000 for the Fiscal Year 2009-2010.

BACKGROUND:

Staff is working with the project developer (Pacific West Companies) to prepare a HOME Grant application for funding assistance in support of a proposed Orchard Village multi-family rental project. The total estimated cost of the project is \$19,359,427.

In conjunction with this project, at the May 19, 2009 City Council meeting, the Community Development Agency approved Resolution 2009-30 which authorized the Executive Director to Execute an Owner Participation Agreement (OPA) with Central Valley Coalition for Affordable Housing (CVCAH), a California Non-Profit Public Benefit Corporation for the development of the Orchard Village Affordable Housing Project. As a provision of the OPA, the CDA committed to financial assistance to the development consisting of a grant from the 2007 tax exempt bond proceeds from the Agency, not to exceed \$1,300,000.

DISCUSSION:

Under the current Notice of Funding Availability (NOFA) for HOME program, the maximum grant is \$2,100,000. Staff proposes that the City apply for the recommended maximum grant amount for the 2009-2010 funding cycle. The grant application includes additional funding for Activity Delivery and General Administration, as allowed by HOME guidelines. Based on the program guidelines outlined in the Notice of Funding Availability (NOFA), if the California Department of Housing and Community Development (HCD) approves the grant application, the City of Winters and the project developer would have approximately forty two (42) months from the date of the HOME

committee meeting (approval) to the final expenditure deadline (project completion). The local funding commitment of the \$1,300,000 grant funded through the Community Development Agency (CDA) housing bond proceeds provides the project with local dollar leverage, which enhances the application's scoring.

ALTERNATIVES:

The City Council and Community Development Agency have the option of not submitting a HOME application; however, staff would not recommend this alternative as funding for affordable housing is difficult to obtain. If the City is successful in its' HOME grant application, it would provide the developer with significant funding needed to complete the project.

FISCAL IMPACT:

The City would incur an expense of \$1,300,000 for this project with the funding commitment from the Community Development Agency housing bond proceeds should the project secure the other funding needed to complete the project.

ATTACHMENTS:

Resolution 2009-40
Public Hearing Notice

RESOLUTION NO. 2009-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETOP, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from, the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on June 1, 2009 the Department issued a 2009 Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, in response to the 2009 NOFA, the City of Winters, a municipal corporation (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW, THEREFORE BE IT RESOLVED that:

1) In response to the 2009 NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed **TWO MILLION ONE HUNDRED THOUSAND** dollars (\$2,100,000) for the following activities and/or programs:

Up to 74 units of affordable rental new construction apartments including one, two, three and four bedroom units to be located in the City of Winters.

2) If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its' application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3) The applicant authorizes the City Manager or his designee(s) to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED by the City Council, City of Winters, the 4th day of August, 2009 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

NOTICE OF PUBLIC HEARING FOR THE HOME INVESTMENT
PARTNERSHIPS PROGRAM GRANT (HOME) PROGRAM

Notice is hereby given that the City of Winters scheduled a public hearing on Tuesday, August 4, 2009, at 7:30 p.m., or as soon thereafter as the matter may be heard in the City Council Chambers at City Hall, 318 First Street, Winters, California, to discuss the fiscal year 2009-10 HOME Investment Partnerships Grant program and to solicit citizen input, and to consider adoption of Resolution 2009-40 approving a HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Program Funding Assistance.

The purpose of the public meeting will be to give citizens an opportunity to make their comments known. If you are unable to attend the public meeting, you may direct written comments to the City of Winters, Community Development Agency, 318 First Street, Winters, CA 95694 or you may telephone Dan Maguire at 530-795-4910, extension 118 with questions or comments. In addition, general HOME information is available for your inspection at the above office address between the hours of 8:00 a.m. and 5 p.m. on weekdays in the public information files.

Maximum award limits normally include a total of \$100,000 per application for Administration and Activity Delivery components combined. Up to \$2,000,000 per application may be awarded from the Rental New Construction Project component. For fiscal year 2009-10 the maximum award is \$2,100,000. The major activity categories are Housing rehabilitation, new construction, and acquisition and rehabilitation, for both single-family and multifamily projects.

The City of Winters promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, familial status (children) or handicap.

City of Winters
Published July 23, 2009
Published July 30, 2009



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 4, 2009
FROM: John W. Donlevy, Jr., City Manager
SUBJECT: State Budget Impact on Community Development Agency

An oral report will be presented to Council at the meeting.



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: City of Winters Community Development Agency
DATE: August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Asa Utterback, Project Manager, Ponticello Enterprises
SUBJECT: Final Project Acceptance
Downtown Streetscape Improvement Project (Project 06-07), And
Railroad Avenue Library Sidewalk (Project No. 09-04)

RECOMMENDATION: Staff recommends the Community Development Agency (CDA) Board accept the Downtown Streetscape Improvement Project (Project 06-07) as complete and direct the City Clerk to file a Notice of Completion.

BACKGROUND: The construction contract for the Downtown Streetscape Improvement project was awarded on August 19, 2008 to Maxistone, Inc., dba Maxicrete, Inc. of Fairfield, California as the lowest responsible, responsive bidder. Then on March 23, 2009, the CDA Board authorized the award of the Railroad Avenue Library Sidewalk project to Maxicrete as change ordered work to be performed under the Downtown Streetscape Improvement project contract.

Some problems arose with flaws in the Contractor's original castings for several pre-cast planter pots and seat wall caps which have drawn out the project closure. The casting and curing process takes a long time. However, the main project work was performed in a timely fashion and substantial completion was achieved according to the contract requirements.

Due to the expedited inclusion of the work in the Railroad Avenue Library Sidewalk in the streetscape contract and the cooperative efforts of the Contractor's team, the construction team was able to complete the majority of the improvements along the high school frontage during the high school's spring break, and keep the school's driveways open when needed for school attendance. Additionally, the sidewalk just south of Anderson was further improved by relocating that portion of curb toward the street to get a six foot wide sidewalk area. The bulb-out ramp which was created at the southwest corner of Anderson Avenue and Railroad Avenue will serve the planned future school crossing of Railroad Avenue at that location.

FISCAL IMPACT: The subject projects are funded by the City of Winters Community Development Agency Redevelopment funds. No fiscal impact is associated with this action. The work for both the Downtown Streetscape Improvements and the Railroad Avenue Library Sidewalk have been completed within their respective approved Project Budgets of One Million Four Hundred Eighteen Thousand dollars (\$1,418,000) and Ninety Eight Thousand dollars (\$98,000).

ATTACHMENTS: Total Final Project Cost Breakdown Table

City of Winters
Downtown Streetscape Improvements
TOTAL FINAL PROJECT COST BREAKDOWN

UPDATED thru Feb 28, 2009	Expended To Date	ACTUAL FINAL COSTS	Downtown BUDGET Subtotals	RR Library Swk BUDGET Subtotals	COMBINED BUDGET Subtotals
Pre-Design/Design:	\$ 258,116	\$ 258,934	\$ 252,000	\$ 7,000	\$ 259,000
Ponticello Prelim Work & Design	\$ 23,000	\$ 23,000	\$ 23,000		\$ 23,000
Rick Engineering Design Contract	\$ 228,117	\$ 228,935	\$ 229,000		\$ 229,000
Ponticello PS&E - Railroad Library Sidewalk	\$ 6,999	\$ 6,999		\$ 7,000	\$ 7,000
ROW/CEQA:	\$ -	\$ -	\$ -	\$ -	\$ -
Construction:	\$ 1,047,159	\$ 1,047,159	\$ 974,000	\$ 82,000	\$ 1,056,000
Construction Contract Maxcrete Original	\$ 863,763	\$ 863,763	\$ 949,000		\$ 949,000
Authorized General CCO work	\$ 74,175	\$ 68,439			
Construction Adjustment for Cost to Complete	\$ 12,911	\$ 12,911			
ADD Sidewalk on Railroad from Main St to Community Center	\$ 25,000	\$ 25,000	\$ 25,000		\$ 25,000
Railroad Library Sidewalk Budget	\$ 71,310	\$ 77,046		\$ 82,000	\$ 82,000
Testing & Inspection:	\$ 112,025	\$ 112,025	\$ 109,200	\$ 3,000	\$ 112,200
SAI - Matt Carlenzoli & Bob L. Matriscopo Engineering Laboratories	\$ 68,590	\$ 68,590	\$ 85,200		\$ 85,200
Ponticello Field RE	\$ 24,000	\$ 24,000	\$ 24,000		\$ 24,000
Ponticello Inspection/ Testing Railroad Library Sidewalk	\$ 2,984	\$ 2,984		\$ 3,000	\$ 3,000
Project Management:	\$ 82,738	\$ 88,738	\$ 82,800	\$ 6,000	\$ 88,800
Ponticello Enterprises - PM	\$ 82,738	\$ 82,738	\$ 82,800		\$ 82,800
Ponticello Project Mgmt - Railroad Library Sidewalk		\$ 6,000		\$ 6,000	\$ 6,000
Project Total:	\$ 1,500,037	\$ 1,506,855	\$ 1,418,000	\$ 98,000	\$ 1,516,000

Ponticello Enterprises Downtown Cost Summary

Ponticello Prelim Work & Design	\$ 23,000
Ponticello Field RE	\$ 24,000
Ponticello Enterprises - PM	\$ 82,738
Ponticello Rev'd Downtown Budget =	\$ 129,738



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : August 4, 2009
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Consortium Agreement with Mercy Housing to Submit an Application for an Award of a Neighborhood Stabilization Program Grant

RECOMMENDATION:

Receive the staff report outlining the City of Winters participation with Mercy Housing Inc. on a Consortium Agreement to submit an application to the United States Department of Housing and Urban Development (HUD) for a grant under the Neighborhood Stabilization Program

BACKGROUND:

The Neighborhood Stabilization Program (NSP) is a federal program designed to assist jurisdictions in dealing with the housing foreclosure problems in their markets. This application is in response to a Notice of Funding Availability (NOFA) for NSP-2, which is the second funding round for the program. On the initial funding round, based on parameters established by the State of California Department of Housing and Community Development (HCD), the City of Winters would have been eligible to apply (as part of a Joint Powers Authority with Yolo County) for approximately \$150,000 in funding (to be split with Yolo County). Staff determined the funding available was not significant enough to warrant pursuing NSP money during that funding round.

HCD is working with numerous non-entitlement jurisdictions to be part of an HCD consortium to apply for funding from NSP-2. HCD has established a minimum threshold of a "20" score in at least one of the two measurable criteria they look at to determine need. We do not meet that threshold as, according to the HUD site, we score a "19" on foreclosure, and we score a "15" on vacancy.

The HCD threshold of "20" eliminates Winters from participating in HCD's consortium; however, HCD's threshold is higher than the threshold established by HUD. Our scores allow us to be part of a non-profit corporation application with Mercy Housing as the lead entity. If the application is successful, the City of Winters sole responsibility under the consortium agreement would be to provide the environmental study for the acquired properties. Mercy Housing is restricted from generating the required National Environmental Protection Act (NEPA) study as required by NSP. They either need the local jurisdiction to generate the NEPA, or they have the option of having HUD

complete they study (not a desirable option as per Mercy Housing). Mercy Housing has committed to reimburse the City of Winters for any costs related to generating the required environmental documents. Mercy Housing expects a successful application will result in approximately \$400,000 in NSP-2 funding that would be put to use in Winters. They anticipate that amount will allow them to purchase and rehabilitate approximately eight (8) single family residences (SFR) foreclosures in Winters. These would be re-sold after rehabilitation as affordable homeownership.

If the NSP-2 application is successful in securing the funding grant, the language of the Consortium Agreement allows the City of Winters an opportunity to "opt out" should the City decide to not participate.

FISCAL IMPACT:

Financially neutral as the cost of generating the environmental studies is a reimbursable expense.

ATTACHMENT:

Consortium Agreement

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT (this "Agreement") is entered into as of the ___ day of July, 2009, by and among Mercy Housing, Inc. ("MHI"), a Nebraska nonprofit corporation (the "Lead Entity"); various wholly-owned, non-profit subsidiaries of the Lead Entity designated in Appendix A hereto (each a "Collaborating Entity" and collectively, the "Collaborating Entities") and various units of local government designated in Appendix B hereto, (each a "Local Jurisdiction" and collectively, the "Local Jurisdictions"). MHI, the Collaborating Entities and the Local Jurisdictions are collectively referred to as the "Consortium" or the "Members".

WHEREAS, the Members have agreed to submit a consortium application for an award of a Neighborhood Stabilization Program grant (the "NSP2 Award") to the United States Department of Housing and Urban Development ("HUD"), pursuant to that certain Notice of Funding Availability for the Neighborhood Stabilization Program 2 ("NSP2" or the "Program"), dated May 4, 2009 (the "NOFA"), and the American Recovery and Reinvestment Act of 2009 (the "Act"). The NOFA and the Act are collectively referred to as the "NSP2 Requirements;"and

WHEREAS, the Lead Entity, if the application is selected to receive a NSP2 Award, intends to enter into a grant agreement with HUD (the "Grant Agreement") and to assume overall responsibility for the NSP2 Award on behalf of the Consortium; and

WHEREAS, the Collaborating Entities and Local Jurisdictions, if the application is selected to receive a NSP2 Award, each intends to enter into a separate agreement with the Lead Entity, which agreement will incorporate the terms of the Grant Agreement and set forth the individual Member's specific activities under the Consortium's NSP2 program (the "Consortium Member Agreement"); and

WHEREAS, any funds awarded by HUD (the "NSP2 Funds") will be used in accordance with the statutory purposes of the Act and the NSP2 objectives; and

WHEREAS, the Members collectively have the capacity and experience to carry out the proposed NSP2 activities within the respective designated target geographies; and

WHEREAS, Each Local Jurisdiction is deemed to be a "Responsible Entity," as defined in 24 CFR Part 58, with statutory authority to assume environmental responsibilities on behalf of the respective Collaborating Entity within its jurisdiction; and

WHEREAS, the Program requires that when two or more private or public non-profit organizations apply for NSP2 Funds, they must enter into a consortium agreement, to be submitted with the application to HUD which ; and

WHEREAS, the Members wish to enter into such an agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the Members agree as follows:

- 1) MHI is hereby designated as the Lead Entity of the Consortium.

- 2) The Lead Entity shall submit a single application for a NSP2 Award (the "Application") which shall include this Agreement executed by each Member of the Consortium..
- 3) The Members will cooperatively carry out the NSP2 program described in the Application, as approved.
- 4) If the Application is selected to receive a NSP2 Award, but prior to the Lead Entity entering into a Grant Agreement with HUD, the Lead Entity will not enter into a separate Consortium Member Agreement with each Member no later than December 1, 2009, the terms of which are subject to review and approval by each Member.
- 5) If the Application is selected to receive a NSP2 Award, Mercy Portfolio Services, a Colorado non-profit corporation shall be authorized to perform internal audits and monitoring of the Consortium's NSP2-assisted activities.
- 6) Specifically, and without limitation, the Members agree, subject to the parties reaching mutually agreeable terms in the separate Consortium Member Agreement, that if the Application is selected to receive a NSP2 Award,

Collaborating Entities will:

- Cooperate with the Lead Entity and applicable Local Jurisdiction(s) to execute the necessary agreements and make the certifications required by HUD, including without limitation, the Consortium Member Agreement, which shall include the requirements of the Grant Agreement and set forth each Member's responsibility for compliance with the Program;
- Cooperate with the Lead Entity and applicable Local Jurisdiction(s) to establish and implement programmatic and administrative policies for facilitating the coordination of activities among the Members to achieve the NSP2 goals and objectives;
- Cooperate with the Lead Entity and applicable Local Jurisdiction(s) to define and implement communication mechanisms to ensure the Members' NSP2 activities are progressing within milestones and objectives defined in the Application and consistent with the Program;
- Take responsibility for dedicating requisite resources for carrying out Program activities within target geographies, including engaging any in-house staff, sub-contractors and local organizations specified in their respective program budgets, in cooperation and coordination with the Lead Entity and applicable Local Jurisdiction(s);
- Designate at least one representative from each Collaborating Entity to act as liaison to the Local Jurisdiction(s) assuming environmental responsibilities within their respective target geography; and
- Promptly submit any forms or reports required by the Lead Entity or applicable Local Jurisdiction(s) in administering the NSP2 Award on behalf of the Consortium.

Local Jurisdictions will:

- Assume all responsibility for environmental review, decision-making and action for proposed NSP2-assisted projects within their respective jurisdictions, on behalf of the Consortium, in accordance with 24 CFR Part 58, for which the Local Jurisdictions will be entitled to receive reimbursement from awarded NSP2 Funds; and
- Cooperate with the Lead Entity and Collaborating Entities and their respective liaisons to timely and accurately complete, or cause to be completed, all environmental reviews and notifications required under 24 CFR Part for approval of a request for release of funds and certification, for which the Local Jurisdictions will be entitled to receive reimbursement from awarded NSP2 Funds..

Lead Entity will:

- Act in a representative capacity for the Members and assume overall responsibility for ensuring that the Consortium's NSP2 program is carried out in compliance with all NSP2 Requirements.
 - Review the complete terms and conditions of the Grant Agreement with the Members, prior to entering into such agreement;
 - Review the complete terms and conditions of the Consortium Member Agreement with each individual Member, prior to entering into the Grant Agreement with HUD; and
 - Assume overall management and budgeting responsibilities for the NSP2 Award, in accordance with the terms of the Grant Agreement and the Consortium Member Agreements.
- 7) Each Member and the Lead Entity represents and warrants that it is duly authorized to enter into this Agreement, and there are no legal or contractual impediments to such Member and the Lead Entity executing and performing under this Agreement.
 - 8) This Agreement is governed by and shall be construed in accordance with the laws of the state in which the NSP2-assisted project is located..
 - 9) In the event that any provision of this Agreement is held invalid or unenforceable by any arbiter or court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
 - 10) This Agreement will terminate upon either the final rejection of the Application for a NSP2 Award by HUD or the mutual written agreement of the Members and the Lead Entity. Each Local Jurisdiction reserves the right to terminate its participation in this Agreement, and its obligations hereunder, if the parties are unable to reach mutually agreeable terms for the Consortium Member Agreement involving that Local Jurisdiction.
 - 11) Two or more duplicate originals of this Agreement may be signed by the parties, each of which will be an original but all of which together constitute one and the same agreement.

12) This Agreement constitutes the entire understanding between the parties regarding the Agreement's subject matter and supersedes all prior negotiations, discussions, and understandings between the parties.

13) The parties shall not transfer or assign this Agreement or its obligations to a third party; this Agreement is binding upon and inures to the benefit of the parties and their related companies and to their successors and assignees.

APPROVED FOR LOCAL JURISDICTION
NAME: John W. Danbery, Jr.
SIGNATURE: [Handwritten Signature]
TITLE: City Manager
DATE: 7-9-09

APPROVED FOR MERCY HOUSING INCORPORATED
NAME: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

APPENDIX A
COLLABORATING ENTITIES

APPENDIX B
LOCAL JURISDICTIONS