



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, February 5, 2013

Members of the City Council

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

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

6:00 p.m. – Executive Session

AGENDA

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

Pursuant to Government Code Section 54957 - Public Employee Performance
Evaluation – City Attorney

6:30 p.m. – Regular Meeting

AGENDA (pp 1-4)

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, January 15, 2013 (pp 5-15)
- B. Minutes of the Joint Workshop of the Winters City Council and Winters Planning Commission Held on Tuesday, January 22, 2013 (pp 16-20)
- C. Minutes of the Workshop of the Winters City Council Held on Tuesday, January 29, 2013 (pp 21-24)
- D. Approval of a Maintenance Agreement for Road Improvements with Vintage Paving (pp 25-26)

PRESENTATIONS

- Swearing-In Ceremony for New Hire Officer Steven Moore
- 2012 Officer of the Year Award to Officer Matthew Martin

DISCUSSION ITEMS

1. Public Hearing to Consider a CEQA Exemption for the Winters Bikeway System Master Plan Update for all Class II Bikeways Listed in the Current Proposed Update (pp 27-112)
2. Contracts with Solano County Water Agency (SCWA) and BSK Associates for services provided to transplant Elderberry Bushes in preparation for Winters Rd/ Railroad Ave Bridge Replacement at Putah Creek Project (Car Bridge Project) (pp 113-125)
3. Ambulance Company Leases/Agreements – Public Safety Facility (pp 126-155)
4. Strategic Planning Goals (pp 156-158)

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

- 1.
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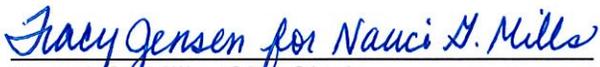
CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the February 5, 2013 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 January 31, 2013, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

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Wednesday at 10:00 a.m.

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Minutes of the Winters City Council Meeting
Held on January 15, 2013

6:00 p.m. – Executive Session

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

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Attorney

Pursuant to Government Code Section 54956.8 – Real Estate Negotiations - Downtown Hotel between Railroad Avenue, Abbey Street, First Street and Newt's Expressway, Winters, CA, Real Property Negotiator City Manager John W. Donlevy, Jr.

Mayor Aguiar-Curry said there was nothing to report from Executive Session.

6:30 p.m. – Regular Meeting

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

Present: Council Members Harold Anderson, Wade Cowan, Bruce Guelden, Mayor Cecilia Aguiar-Curry
Absent: Council Member Fridae
Staff: City Manager John Donlevy, City Attorney John Wallace, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Environmental Services Manager Carol Scianna, Fire Chief Aaron McAlister, Fire Captain Brad Lopez, Economic Development/Housing Programs Manager Dan Maguire, Associate Elliot Landes, and Management Analysts Mary Jo Rodolfa and Tracy Jensen.

Andrew Gonzalez, WHS student and President of the Winters Chapter of FFA, led the Pledge of Allegiance. Andrew is also the California Central Region FFA President,

where he presides over 6-8 FFA chapters in the region between Woodland and Merced, or approximately 20,000 FFA members. In October, 2012, he attended the National FFA Conference in Indianapolis, Indiana, where he was the California National Delegate and representative of the National Board Committee. Andrew was also a regional qualifier in public speaking, which is recognized statewide and nationally as an elite program. Andrew plans to attend college in Texas, where he plans to major in Animal Science or Animal Nutrition. Andrew is the son of Ralph and Polita Gonzalez of Winters.

APPROVAL OF AGENDA: City Manager Donlevy requested that Discussion Item 2, Tolling Agreement with the County of Yolo Regarding Property Tax Administration Fee (PTAF) Dispute and Litigation, and Discussion Item 8, Resolution No. 2013-03 Approving Taxicab Regulations be moved to the Consent Calendar, and Consent Item B, Installation of Repeater at New Lift Station (SPS5) to facilitate SCADA Communication between El Rio Villa and the East St. Lift Stations and Well #2 be moved to Discussion Item 7. Motion by Council Member Anderson, second by Council Member Cowan to approve the agenda as amended. Motion carried unanimously, with one absent.

COUNCIL/STAFF COMMENTS: Council Member Anderson attended a Yolo-Solano Air Quality Management District (YSAQMD) meeting as well as a Yolo Community Choice Aggregate meeting on 1/9/13. At the latter meeting, the City of Davis is pursuing community choice aggregation for municipal utilities, which parallels regional projects. They are waiting to get more information before they decide whether to stay on the road or take an exit from the process. The City hosted a Lower Putah Creek Coordinating Committee (LPCCC) meeting at the Winters Public Safety Facility on 1/10, where Council Member Anderson was elected chairman. Also attended the Thursday dinner at Local Government Commission (LGC) in Sacramento on 1/10 with City Manager Donlevy, Mayor Aguiar-Curry and Council Members Cowan and Guelden where many aspects of local food and sustainability were discussed. Attended the Winters Police and Fire Appreciation Dinner on 1/12, attended a Winters Putah Creek Committee (WPCC) meeting at the Community Center, and attended a Yolo County Transportation District (YCTD) meeting last night in Woodland.

Council Member Guelden was anxiously awaiting the Council Liaison assignments (!) and also attended the Winters Police and Fire Appreciation Dinner on 1/12.

Council Member Wade Cowan attended the recent Chamber Board meeting and reported that Debra DeAngelo will remain as President. The Visitors Center had 161 visitors in the month of December and almost 2,000 visitors during 2012. The Citizen of the Year dinner will be held on 1/26 at the Community Center. Attended the Chamber Mixer at Anytime Fitness, where there were more than 40 people in attendance. Joint hosting is a good idea and boosts attendance. Attended the Winters Police and Fire

Appreciation Dinner on 1/12 and Council Members Cowan and Guelden held Planning Commission interviews.

Mayor Aguiar-Curry met with Tico Zendejas of RISE on 12/19 regarding upcoming projects; attended the Yolo County Housing (YCH) Commission meeting on 12/20, which provided an overview of their year of activities; met with Michael Brune, Executive Director of the Sierra Club and his family on 1/4/13, which was arranged by Tuleyome, and attended by fellow Council members, Tuleyome staff and Science Editor Craig Miller of KQED; met with a potential investor on 1/7 regarding the interest of a skilled nursing facility in Winters, which was also attended by City Manager Donlevy and Housing Programs Manager Dan Maguire; also attended the WRA Executive Committee meeting on 1/7 and discussed upcoming BOD meetings, speakers, the budget and an anticipated increase in dues in 2014; attended a meeting on 1/8 with Ron Kaponon, a wine/sports/leisure writer hailing from NYC, which was coordinated by the Yolo County Visitor's Bureau. Thanks to Berryessa Gap's Corinne Martinez, Mike Anderson and staff, Rootstock's Lindsey Hines and Turkovich Family Wines staff for visiting Mr. Kapon. On 1/9, met with Chairman Marshall McKay, Linda Spencer, Kristine Stanfill, and James Kinter from the Yoche DeHe Wintun Nation regarding our community and how we can continue working together on projects for all our communities. On 1/10, toured the Woodland-Davis Water Agency proposed projects site. This project still has a few hurdles moving forward. No matter what the City of Woodland will move forward. The City of Davis is waiting for the outcome of a vote that will take place in March. The goal is to begin construction in the spring of 2013. Attended the LGC meeting on 1/10, where the speakers were David Shabazian from SACOG, Patrick Mulvaney of Mulvaney's B&L, and representatives from Fork to Table and Food Connect. On 1/11, worked with the Putah Creek Council and Martha Rocha of the Adopt-a-Flat workshop with the SRIS 4th grad classes, where they planted seeds, seed envelopes, and shared stories on how they will keep the park safe and clean. Attended the Police/Fire Appreciation Night on 1/12, where Matt Martin was named Police Officer of the Year, Jason Van Doren as Fire Fighter of the Year, and Terry & Barb Karlen as Volunteers of the Year. On 1/14, attended a WRA Board of Directors meeting, where Tim Quinn of ACWA gave a presentation "Perspective on CA Water Issues", and Stuart Leavenworth from the Sacramento Bee was also present. Also attended a Hispanic Advisory Committee meeting on 1/15. Upcoming meetings: Mayors and New Council Members meeting in Sacramento, January 16-18; Farm Bureau dinner on 1/17; City Hall closed on Monday, 1/21 for MLK Holiday; Planning/Council meeting on 1/22 at 5:30 pm; Council Strategic Goals Workshop on 1/29 from 4-8pm; Yolo Leaders meeting in Woodland changed from 1/23 to 2/27; Soup's On, Supervisor Saylor's fundraiser for Kids Farmers Market, where Council Member Cowan will be preparing soup. Council has been asked to help at the event. Elly Fairclough will be working for Congressman Garamendi from an office in Davis. Mayor Aguiar-Curry added at the end of the regular meeting that a young lady residing in Winters, Stephanie Crum, has suffered burns over 40% of her body and asked everyone to give blood on her behalf.

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, December 18, 2012
- B. Installation of Repeater at New Lift Station (SPS5) to facilitate SCADA communication between El Rio Villa, East St Lift Stations and Well 2 at a cost not to exceed \$15,578.29 per quote from ZSI, Inc. **(Moved to Discussion Item #7)**
- C. Resolution 2013-01, A Resolution of the City Council of the City of Winters Regarding a Fire Department Grant Acceptance
- D. Resolution 2013-02, A Resolution of the City Council of the City of Winters, Supporting the Yolo County Volunteer Income Tax Assistance (VITA) Coalitions Earned Income Tax Credit (EITC) Awareness Campaign for 2013
- E. Approval of Contract for the Homeless Coordination Project
- F. Tolling Agreement with the County of Yolo Regarding Property Tax Administration Fee (PTAF) Dispute and Litigation **(Moved from Discussion Item #2)**
- G. Resolution No.2013-03, A Resolution of the City Council of the City of Winters Approving Taxicab Regulation Fees **(Moved from Discussion Item #8)**

City Manager Donlevy gave an overview of Items A-G, with the exception of Item B, which will be heard as a discussion item. Council Member Anderson said the grant report included in Consent Item C showed the number of fire calls during the past year and indicated he would like to see this information on a regular or annual basis. He also requested that this information be placed on the City's website.

Motion by Council Member Anderson, second by Council Member Guelden to approve the consent calendar. Motion carried unanimously, with one absent.

PRESENTATIONS

Winters Joint Unified School District Financial Update- Gloria Hahn-CFO

City Manager Donlevy introduced Gloria Hahn, Chief Financial Officer, Brent Cushenberry, WJUSD Superintendent and Mike Olivas, Trustee. Mr. Cushenberry spoke about Proposition 30, the Schools and Local Public Safety Protection Act of 2012 and how important its passage was in light of the cuts in school funding by the State of California. He also spoke of declining enrollment and the fact that there is no median priced housing available in Winters. There is space in the schools for students, but the

struggle is about growth and opportunities. Mayor Aguiar-Curry and Council Member Anderson agreed that people want to retire in Winters or move back with their families, but there is no housing available. City Manager Donlevy said the State has cut funding for the After School Program by approximately twenty thousand dollars. Superintendent Cushenberry said that whatever the State promises, you will only get 85%. They don't honor anything in regards to school districts or education. Currently, a large portion of school district paychecks are deferred as the State finances itself on short-term debt. The State has reduced funding for schools and is forcing school districts to take out loans to make payroll and to take annual deferrals. Ms. Hahn said the current enrollment is 1,500 students, down from 2,200 12 years ago and the district is expected to trim another million dollars from their budget in the next three years.

Climate Action Plan – Technical Report – Final Report

Environmental Services Manager Carol Scianna gave an overview. PG&E, Yolo Energy Watch, and UCD have helped to fund the Climate Action Plan (CAP) for Winters. It has been determined that 75% of the emissions in Winters is caused by Transportation – the hardest part to control and the biggest piece of the pie. Council Member Anderson said the SACOG projections were high. Yolo County's Climate Change Advisor, John Mott-Smith, said Yolo Energy Watch is the most conservative when determining baseline, usage, and projections, with the horizon in 2020. The savings will be bigger with longer periods of time. He added that the CAP is a magnificent tool and must be used to be effective. With the resources, funding and people power involved, it will get you to the finish line with a product you can use.

Mayor Aguiar-Curry voiced her frustration with the transportation piece and asked if public outreach was happening. Mr. Mott-Smith said in the end, what you will be measuring will be kilowatt hours and outreach into the community must be done to measure public engagement.

Council Member Guelden said Winters is a commuter or bedroom community and although amazed by the process, asked if it was practical or whether it was micro-managing. Mr. Mott-Smith said the law in California will be to reduce Greenhouse Gases (GHG). Council Member Anderson mentioned the study being performed by the Yolo County Transportation District (YCTD) for bicycle sharing on buses (3 bicycles per bus) in the region and questioned whether this would benefit the City of Winters. The study also proposes bicycle lots in the region.

Mayor Aguiar-Curry said the Winters CAP is a magnificent tool and recommended putting it on the City's website. City Manager Donlevy summarized by saying the program that sponsored all the work produced a 300-page technical document, where the GHG will be addressed as part of the General Plan. The findings will then be taken and boiled down into logical parts for the Complete Streets, Design Guidelines and Bike Master Plan. Once the technical report is facilitated into programs to complete, it will

come back to the Planning Commission, a public workshop and a strategic planning workshop will be held and policy updates within the General Plan will be addressed.

LEMSA (Local Emergency Medical Services Agency) Update

City Manager Donlevy gave an overview. The Board of Supervisors appointed a subcommittee to form a local LEMSAs. On December 18, 2012, the Board of Supervisors gave notice that they were leaving the Sacramento Valley LEMSAs, but are allowed to do so only on July 1st. On January 4th, the committee began the process to form a LEMSAs and is in the middle of the bureaucratic process of putting together the administrative piece to be effective July 1st.

Winters was not included in the exclusive operating agreement between AMR and Yolo County, which gave us most of our leverage with Yolo County. The contract between AMR and Yolo County is good for 3-5 more years, excluding Winters. Winters has become popular in that competitors want to provide service. Winters currently has a 20 minute response time and is interested in entering into an agreement with 24-hour stationing in Winters. Medic Ambulance has a license to operate within the Sacramento Sierra Valley and an interim agreement could grant an alternate day schedule between AMR and Medic, both of which would be stationed at the firehouse.

If Council is comfortable with this type of arrangement, an agreement could be brought before Council at the City Council/Planning Commission workshop to be held on January 22nd. Chief McAlister added that Medic has gone through the process to form a partnership with the fire department and that this is a big deal for Winters.

Mayor Aguiar-Curry thanked City Manager Donlevy for trying to get this issue taken care of. Other cities within the County did not care. Thanks to the supervisors for supporting the move. City Manager Donlevy said he has put together some type of indemnification and will work further with legal and bring this item back to Council on the 1/22 agenda. Mayor Aguiar-Curry asked about the substantial increase in fire calls, specifically medical aid calls. Chief McAlister said a report containing the number and nature of service calls and zone definitions will be brought back before Council for review. Chief McAlister added that this was a group effort and City Manager Donlevy said we have a lot of suitors. Council Member Anderson asked how long the arrangement would last and would it expand into daily coverage. City Manager Donlevy said details of the arrangement will follow. Chief McAlister added that the regulatory agency has agreed on every other day and if an entity is willing to step up, it shifts back to the regulatory agency. City Manager Donlevy said the City of Winters is the only city in the region with alternate ambulance service.

DISCUSSION ITEMS

1. Second Reading and Possible Adoption of Two (2) Ordinances of the City of Winters, 2012-08, and 2012-09, Amending and Adding Chapters to the Winters Municipal Code Pertaining to Farm Worker Housing, Supportive Housing, Transitional Housing, and Density Bonuses

City Manager Donlevy gave an overview. Council Member Anderson asked if these ordinances were mandatory. City Manager Donlevy said a state requirement addresses areas included within the proposal, and if the updates are not included in the City's housing element or Municipal Code, it's a deficiency. This is addressed in the state development code and these ordinances must be adopted to reflect this. It would be a violation of State law and our housing element would not be approved if these ordinances are not adopted. Council Member Anderson said he is an ardent supporter of affordable housing, but he is not convinced it's a good thing for the community. These ordinances will allow anyone to set up a flop house in established neighborhoods where the fabric of community is important. City Manager Donlevy agreed that they may be controversial. The State of California issued a directive and they are dictating that these elements are within the City codes. The ordinances must be adopted to maintain compliance.

City Attorney Wallace said not adopting these ordinances will not stop these houses from appearing, and City Manager Donlevy said they will establish parameters and definitions. City Attorney Wallace also said our housing element must be updated. Council Member Cowan agreed that the State is forcing us to do this.

Motion by Council Member Cowan, second by Council Member Guelden to waive the second reading, read by title only, and adopt Ordinances 2012-08 and 2012-09, amending and adding chapters to the Winters Municipal Code pertaining to Farm Worker Housing, Supportive Housing, Transitional Housing, and Density Bonuses. Motion carried with the following vote:

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

2. Planning Commission Appointment Recommendation

Council Member and Planning Commission Selection Committee member Cowan said there were eight candidates looking to fill one Planning Commission seat for the next two years, which was vacated by Bruce Guelden's appointment to the City Council. Four seats on the Planning Commission will be coming up in six months and all candidates expressed interest in getting involved and being considered at that time.

It is the committee's recommendation to appoint Patrick Riley to fill the seat vacated by Bruce Guelden, who added that Patrick was previously on the Planning Commission

and worked up to Chairman before moving away. He has since moved back to Winters and sought to become a Planning Commissioner. Mayor Aguiar-Curry thanked the Planning Commission Selection Committee members Cowan and Guelden for interviewing the candidates. Motion by Council Member Guelden, second by Council Member Cowan to accept the recommendation and appoint Patrick Riley to the Planning Commission. Motion carried unanimously, with one absent. Council welcomed Patrick and said they looked forward to his participation at the Planning Commission and City Council workshop on January 22nd.

3. Report on Winters Bikeway System Master Plan Update

Maricela Salazar, intern from UCD, gave an update on the Winters Bikeway System Master Plan, which was last updated in 2002 and must be updated to qualify for future project funding. They plan to produce a guide for implementing and promoting bicycling in Winters. There are two funding opportunities locally, regionally a third through SACOG, and other funding opportunities will be explored. This update is a second draft. Surveys were made available to Winters residents in December, 2012, and their responses (74) will be consolidated into an update, which will be brought back to Council on 2/19.

Mayor Aguiar-Curry asked about the possibility of receiving additional funding from Healthy Cities, the League of California Cities and Let's Move, where funds may be available for biking and pedestrian improvements and implementation. Council Member Anderson asked about the roundabout at Morgan Street referenced in the report. A correction will be made to reflect the correction in the report to Walnut Avenue. He also asked that information regarding development and taxing/financing be taken out. Councilmember Guelden said as long as there is no fiscal impact, he is OK with it. The report will go back to the Planning Commission one more time and come back to Council as a resolution to be adopted at the February 19th City Council meeting. Mayor Aguiar-Curry said this would give us time to apply for additional funding and thanked interns Maricela Salazar and Frederick Zavala-Lambara.

4. Development Agreement Updates - Winters Highlands, Callahan and Ogando Hudson Subdivisions

City Manager Donlevy reported he has been working with property owners and developers for 8-9 months in the modernization of our Development Agreements (DA's). Improvements and advanced funding were elements of the DA's, which are being removed. The DA's were put together during the hottest time in real estate and included flexibility of payment of City fees to allow for more adequate funding. The key elements of each DA were fiscal neutrality. Winters Highlands, Hudson-Ogando, and Callahan were more complex than Creekside. Each project is responsible for installing storm drains as depicted. A Joint Easement, Development and Reimbursement

Agreement provides for the construction of common utilities and infrastructure between the projects will allow the projects to move forward independently.

Mayor Aguiar-Curry asked if there would be loans for phased housing and City Manager Donlevy said they would have to be presented as a package in order to be financed. City Manager Donlevy met with Winters Highland folks and discussed advance funding of \$8 million dollars for expansion of the Waste Water Treatment Facility, which would put a \$20,000 burden on each unit in the project and double the impact fees. Council Member Anderson asked if there was a capacity for Commercial/Industrial and City Manager Donlevy said this would be included in the buffer in each development.

Regarding project amenities, projects will not change as far as design and the final drafts of the agreements are still being massaged. Councilmember Guelden said it was like a marriage between the City and the developers and City Manager Donlevy agreed by saying it was staff-initiated. Mayor Aguiar-Curry asked if any of the agreements could work into a joint easement agreement. Regarding the Affordable Housing piece, properties that could use a big improvement currently housed by low income housing in residential area and asked if this can be worked on instead of adding to the new developments. City Manager Donlevy said the City has secured over 300 affordable units for low and very low categories and financing requires a local match. Mayor Aguiar-Curry said infrastructure is big in every community and \$20,000 is pretty pricey. Spread the cost around to many people. Councilmember Cowan agreed that \$20,000 is a lot of money and is the difference between getting it built and not getting it built.

City Manager Donlevy said the drafts will go before the Affordable Housing Steering Committee for a conceptual approval and will then work its way back up through the Planning Commission and then to the City Council. Council Member Anderson asked if property rehabilitations can be done in conjunction with Yolo Housing to remove Level 3 impact fees. City Manager Donlevy said the Winters Joint Unified School District is in talks with the developers regarding this aspect. Council thanked City Manager Donlevy for this report.

5. Wastewater Services Monthly Update

Roger Migchelbrink of Southwest Water Company gave an overview. City Manager Donlevy said the City had a contract implementation meeting with five implementation areas with Southwest Water and said Jim Keating, Roger Migchelbrink, Eric Lucero and Carol Scianna are a good team moving forward. By June 2014, the City will have electronically stored all maintenance manuals and documentation on each of the facilities. Focus will be on long term capital, replacement and expansion plans, and upgrading the deferred maintenance plans.

The callout log showed repeated visits to the same location. Southwest Water is responsible for the area from the clean-out to the main only. Essentially, plumbing services are being provided, which is not included in the monthly bill. Regarding

commercial businesses, grease traps and water separators need to be in place. Excessive callouts are detracting from the maintenance that is needed. We need to start saying no and advise the residents against flushing debris.

Mayor Aguiar-Curry asked if blockage was dislodged from one residence, would it move to another residence. Roger said this was not possible due to lateral size. City Manager Donlevy said grease, coffee grounds and egg shells are the worst offenders, causing logs of grease to enter the East Street Pump Station. The City of Winters is demanding the following things from Southwest Water: maintenance is a priority, commercial businesses records are needed and all callouts need to go through dispatch. Council Member Anderson asked about lift station #5 and whether callouts come in during business hours. Roger said lift station #5 has issues with cold weather, resulting in too much differential and causing the depth gauge to read high and indicated the callouts don't always come in during business hours.

Mayor Aguiar-Curry said she took a tour of the creek trail and asked if the plant entrances were secure. Roger said there were two instances during construction where the fencing was not closed at night, but there have been no instances since then. Council Member Anderson asked about the training program for City staff. Roger said Terry Vender and Tony Luna are currently working on laterals and will begin training on SOPS. City Manager Donlevy said an OIT program has been established with Jim Keating, where Terry and Tony will be trained in seven different areas. Southwest Water staff and City staff are scheduled to meet on a monthly basis. Council Member Anderson asked if the Southwest Regional manager was supposed to be at these meetings. City Manager Donlevy said the Southwest Water National Director will come out twice a year from Houston and would like to have Kathy Stone come attend at least quarterly.

6. Councilmember Liaison Assignments

Mayor Aguiar-Curry gave an overview and said committees have been assigned as per the list in the agenda packet, with Council members agreeing with the assignments. The list of assignments will be posted on the City's website.

7. Installation of Repeater at New Lift Station (SPS5) to facilitate SCADA communication between El Rio Villa, East St Lift Stations and Well 2 at a cost not to exceed \$15,578.29 per quote from ZSI, Inc. (Moved from Consent Item B)

Environmental Services Manager Carol Scianna gave an overview. Seven thousand dollars was spent in April 2012 for the motor control center at the East Street (SPS2) and El Rio Villa (SPS4) lift stations. The SCADA system was moved to the Public Safety Facility in 2012 to take advantage of the back-up generator system, putting the system farther away from the East Street and El Rio Villa lift stations. The

recommendation for the installation of a new repeater is included in the agenda packet, which should receive clear commission after the recommended changes have been made. Council Member Cowan asked where SPS5 was located and Carol said the McClish property. Carol added that the installation of a 45' pole with an antenna does not require a permit.

Motion by Council Member Anderson, second by Council Member Cowan, to approve the installation of a repeater at the new lift station (SPS5) to facilitate SCADA communication between El Rio Villa, East St Lift Stations and Well 2 at a cost not to exceed \$15,578.29 per quote from ZSI, Inc. Motion carried unanimously, with one absent.

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

1.

CITY MANAGER REPORT: City Manager Donlevy said HDL brought in the 3rd quarter sales tax monitoring report today. In the one month the Arco/BK were in business during the third quarter, Arco was the #4 sales tax producer and BK was the #20 sales tax producer. There is no doubt Arco will become the #1 sales tax producer when they are included for a full quarter. Chevron showed no difference and is still the #1 sales tax producer, but there is no doubt Arco will become #1. City Manager Donlevy said he will be calling Sunny Ghai to put in the fuel station that has been reviewed and approved. There will be a short continuation of the closed session regarding the report of the negotiation of the hotel project.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting back into Closed Session at 9:35 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



Minutes of the Joint Meeting of the Winters City Council
and the Winters Planning Commission
Held on Tuesday, January 22, 2013
5:30 p.m.

Members of the City Council

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

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

Members of the Planning Commission

*Bill Biasi, Chairman
Pierre Neu, Vice Chairman
Lisa Baker
Richard Kleeberg
Luis Reyes
Patrick Riley
Joe Tramontana*

*John W. Donlevy, Jr., City Manager
Jim Bermudez, Planner
Mary Jo Rodolfa, Mgmt. Analyst*

Mayor Aguiar-Curry called the joint meeting to order at 5:30 p.m. and welcomed Patrick Riley to the Planning Commission.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Bruce Guelden, Mayor Cecilia Aguiar-Curry, Planning Commissioners Lisa Baker (arrived at 5:32) Richard Kleeberg, Pierre Neu, Luis Reyes, Patrick Riley, Chairman Bill Biasi
Absent: Planning Commissioner Joe Tramontana
Staff: City Manager John Donlevy, City Attorney John Wallace, Director of Financial Management Shelly Gunby, and Management Analysts Mary Jo Rodolfa and Tracy Jensen.

John Carrion led the Pledge of Allegiance.

CITIZEN INPUT: None

1. AMBULANCE SERVICES AGREEMENT

City Manager Donlevy gave an overview. An interim lease agreement with Medic Ambulance Service, Inc. contains provisions to park the ambulance at Station 26, personnel assigned to the dorms while stationed at Station 26, \$250/month payable to the City of Winters for lease of space, and provides a 10-day termination clause. A similar agreement has also been offered to AMR (American Medical Response) for a rotation between the two companies. When AMR is not in town, Medic will provide ambulance service. City Manager Donlevy asked for feedback

from the Council and asked if the terms of the interim lease agreement were acceptable. The City of Winters has been authorized to enter into a one-week lease with Medic, which was developed through the City's legal department. The one-week lease will be brought back to Council on February 5th for official approval.

Mayor Aguiar-Curry asked what area would be covered. City Manager Donlevy said this was a significant legal issue because Medic will collide with Sacramento Sierra Valley. Medic Ambulance has been able to respond only to those calls within the City limits and has not been allowed to respond to calls at Yolo Housing/El Rio Villa. Medical aid calls coming in from outside the City limits must be dispatched from Davis, which is 12 miles away. The City is working with legal staff to potentially move forward to litigate against Sacramento Sierra Valley. A two-minute response time versus a twelve-minute response time is a life safety issue. Mayor Aguiar-Curry voiced her anger over everyone not having the same medical service opportunity.

City Manager Donlevy said a temporary lease agreement currently enables Medic Ambulance to park at the Public Safety Facility 24/7. The City is trying to negotiate with Sacramento Sierra Valley, and if they don't respond, the City may present our case to a judge in the Yolo County Superior Court as early as Monday. There is no judge that would deny medical treatment. Under Sacramento Sierra Valley, Winters has been living with a 20-minute response time. Sacramento Sierra Valley didn't disclose that Winters was in a non-exclusive area for ambulance service. Winters is the only city in the area who had the ability to go out to bid, which has made Winters extremely popular. This has reverberated throughout the Sacramento Valley Region and has set the tone for Yolo County.

City Attorney Wallace said the State of California governs ambulance services and allows counties to establish LEMSAs, or Local Emergency Medical Services Agencies, which usually includes 4-5 counties. The upside of the temporary lease was Medic Ambulance Service immediately began leaving an ambulance in Winters on their day, so we had local ambulance service on alternate days.

Council Member Cowan asked if AMR was allowed to go anywhere in Yolo County. City Manager Donlevy said the closest available resource will be dispatched. Council Member Guelden said this appears to be a turf war and asked if it was just about money. City Manager Donlevy said Medic is now competing with AMR, who has enjoyed an exclusion contract. Sacramento Sierra Valley didn't have an ambulance in Winters 24/7 because they didn't have to. Council Member Anderson asked how big Medic Alert is. City Manager Donlevy said they are a national company who operates throughout California and is the largest provider in Solano County. Council Member Fridae said the City should press the issue and create a little competition, making them willing to be here and to be sure the former fire district area is covered.

The Council agreed unanimously to approve staff recommendation, allowing City Manager Donlevy to execute the interim ten-day lease with Medic. City Manager Donlevy said the agreements with AMR and Medic will be brought to Council on February 5. Mayor Aguiar-Curry said we should move forward and represent the entire rural area, including Yolo Housing, as they are all part of the Winters Community. Council Member Fridae recommended including the Horseshoe and Golden Bear Estates as well and to schedule an executive session if needed.

Council Member Guelden said Solano County is ¼ mile south of Winters and asked if we were excluding Solano County. City Manager Donlevy said Medic is already serving Solano County, and as part of the “greater Winters area”, we can roll on Solano County calls. Council Member Fridae said the nearest ambulance to respond serves the City best.

City Attorney Wallace said AMR’s contract allows them to call for mutual aid, but they don’t. City Manager Donlevy said this was not an AMR issue, but a Sacramento Sierra Valley issue.

JOINT WORKSHOP OF THE WINTERS CITY COUNCIL AND THE WINTERS PLANNING COMMISSION

1. RECEIVE PUBLIC COMMENT AND CONSIDER THE CONCEPTUAL DESIGN OF THE ORCHARD VILLAGE PARK PROJECT PRIOR TO THE PROJECT GOING BEFORE THE PLANNING COMMISSION FOR APPROVAL ON FEBRUARY 12, 2013.

City Planner Jim Bermudez gave a brief overview of the project and asked the Council and Planning Commission members to receive the project briefing and presentation on the Orchard Village Park site and provide comments, questions and direction to staff.

Housing Program Manager Dan Maguire further discussed aspects within the project, including a 1.6 acre site dedicated to the City by the Central Valley Coalition for Affordable Housing (CVCAH) that will be developed utilizing Community Development Block Grant Funds, which meets the requirements for parkland in conjunction with the development of the Orchard Village Apartments.

Consultants Doug Melton and Shawn Rohrbacker of Melton Design Group and Steve Greenfield of Cunningham Engineering were present, fielding questions and providing information to Council and Planning Commission members, staff, and Winters residents.

Council Member Fridae asked if the turf area could be used for a 100 year flood area. He liked the sensitivity to the area neighbors’ concerns and liked the water tower and orchard as local themes.

Mayor Aguiar-Curry asked about the playground surface area, whether the planned community garden will include raised beds, what type of lighting would be used, whether security cameras can be installed, and whether electricity and internet hotspot will be available.

Planning Commissioner Baker requested the use of passive security measures and line of sight, ADA accessibility of the turf/meadow area and has concerns over the longevity of the logs and replacement of them. She prefers the poured recycled rubber surface for playgrounds rather than sand as shown on the diagrams provided.

Planning Commissioner Riley prefers wood chip playground surfacing, which would result in fewer long bone fractures than the rubber surface in Davis which was poured over concrete. The sun also degrades the rubber surface and is more expensive initially. Mr. Riley was also concerned about whether the height of the mounds would allow for view over neighborhood fences and asked if the 2nd phasing could begin as soon as the wetlands issue is resolved. This is a neighborhood park so hopefully the athletic field is not regulation size for games.

Planning Chairman Biasi asked if the wetlands area was to be used for the detention pond if the project could move forward developing the other areas. How does water enter detention basin? Is basin big enough to handle the flow from the turf area? Mr. Biasi is not a fan of decomposed granite (DG) for pathways and would like a circular concrete path. He asked about the proposed width of path and said the Fire Department wanted a wider path when they reviewed the plans for the Nature Trail. Mr. Biasi asked about the location of curb cuts on Walnut and Dutton and said one is needed at the main entrance to the park (center) on Dutton and then later one to at the north. Mr. Biasi also had concerns over street parking and the use of the park for organized sporting events as there is no parking other than street parking.

Council Member Anderson said the orchard area looked dense and had a concern regarding visibility. He would like to see more shade along the street.

Council Member Guelden wondered if too much was included in the restricted area of the park, ie: play areas, community garden, basketball court, etc.

Environmental Services Manager Carol Scianna said low impact development is desired in order to minimize water use and runoff.

Winters resident Alice Martinez, who lives in the neighboring apartments, wants to see doggie bag dispensers.

Winters resident Scott Moore lives nearby and likes to hear the frogs croaking from the park area. He was also concerned that since there is no place to turn around on Walnut, people will be turning around at his driveway. Mr. Moore asked if there was a curfew for the park (10:00 p.m.)

Winters resident Shelly Harrington lives on Carrion Court and her backyard backs up to park. She was concerned about security and someone being able to hide in the trees/shrubs and worried about people in the park at night. She was also concerned about parking and asked where it would be and how early people will be able to use the park.

Winters resident Brandi Wingard lives at end of Walnut, where the street dead ends at her house. Having people turning around at the end of the street is a concern. She would like to see a water feature for kids to cool off when playing in the summer. She likes the concrete pathway, giving kids an easier access to school. She is a runner and likes an asphalt path at nature trail, or DG rather than concrete, and she also likes the basketball court area.

Minutes of the Joint Meeting/Workshop of the
City Council and Planning Commission
Held on January 22, 2013

Mayor Aguiar-Curry adjourned the City Council meeting and joint workshop of the City Council and Planning Commission at 7:07 p.m. The Planning Commission continued with their regular meeting.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



Minutes of the Winters City Council Workshop
Held on January 29, 2013

4:30 p.m. – Workshop

Mayor Aguiar Curry called the meeting to order at 4:30 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Bruce Guelden, Mayor Cecilia Aguiar-Curry

Staff: City Manager John Donlevy, City Attorney John Wallace, Director of Administrative Services/City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Police Chief Sergio Gutierrez, Fire Chief Aaron McAlister, Environmental Services Manager Carol Scianna, Public Works Superintendent Eric Lucero, Housing Programs Manager Dan Maguire

DISCUSSION ITEMS

1. Strategic Goal Setting

- | |
|---|
| <p>Cross training of staff
..... possibly police and fire (cost recovery)</p> <ul style="list-style-type: none">- Economic Development- Downtown Business/I-505 Business district- Housing - variety of housing stock- Senior Housing- Services we provide- Employee retention (career development)- Fiscal sustainability- Jobs housing balance |
|---|

Partnerships

- School
- Chamber
- College Dist. (Solano, Davis)
- Non-Profits
- Realtors

Community Center

Railroad Ave. Corridor (Downtown Master Plan)

Sports Park

Basketball Standards (City Park)

Extension of Putah Creek Trail (to El Rio Villa)

Custom Homes

Consolidation of Corporation Yard

Traffic Circulation

Usage of Unused Facilities (Old Police and Fire Buildings)

Good Public Relations (within and outside)

Update General Plan

Social Media/City Website

Communication

IT

Youth Employment (RISE)

12,500

Senior Center

Volunteerism

Economic Development

- Downtown
- Jobs housing
- Downtown I-505
- Hotel
- Community Center
- Railroad Ave. Corridor
- Business Friendly Customer Service
- Grant Ave. design Guidelines
- Planning Resources
- Partnership with Chamber
- Lake Berryessa Gateway - Regional Recreation
- Business Improvement District
- Broadband/Social Media
 - Marketing
 - Energy
 - Ag Hub

Community Development

- Housing (variety/custom homes/12,500)
- Business development
- General Plan Update
- Police/Fire (corresponding personnel)

Partnerships

- Youth Employment
- Shared Services
- Volunteerism
- Service Organization
- County/Regional
- Chamber/realtors

Services

- Community Center
- Parks – Putah Creek
- Sports Park
- Utilities (water, sewer, garbage)
- P.R.
- Shared Services
- Fund Services (Sustainability)
- Police/Fire

Fiscal Well Being

- 50% Cash
- 25% Unrestricted Funds
- Sustainability
- Employee retention, training, career development
- Cost recovery

City Council concurred to add this item to the February 5, 2013 agenda.

Meeting adjourned. at 7:25 pm.

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: February 5, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Street Maintenance Agreement with Vintage Paving

RECOMMENDATION: Approve street maintenance agreement with Vintage Paving for budgeted approved amount of no more than \$40,000.

BACKGROUND: The Public Works Staff has been patching pot holes and degrading streets for years. Although the staff can manage the smaller pot holes, there are larger sections of failing asphalt throughout the city streets that are in need of total replacement. We have three major areas that need to be grinded out and repaved that we put on top of the list. There are two cul-de-sacs that are a safety hazard and a small section of Baker St. Vintage Paving is the only contractor that has an application on file with the City.

FISCAL IMPACT: Estimate is not to exceed \$40,000 which has already been budgeted and approved by Council.

Date: 8/9/2012

Submitted To: City Of Winters Address: Contact: Phone: _____ Fax: _____	Bid Title: City Of Winters Maint Bid Number: Project Location: Project City, State: Engineer/Architect:
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Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	R&R 3in AC	14,333.00	SF	\$2.79	\$39,989.07
				Total Bid Price:	\$39,989.07

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date of Acceptance _____	CONFIRMED: Vintage Paving Company Authorized Signature: _____ Estimator: _____
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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: February 5, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: John C. Wallace, City Attorney
SUBJECT: Public Hearing to Consider a CEQA Exemption for the Winters Bikeway System Master Plan Update for all Class 11 Bikeways Listed in the Current Proposed Update

RECOMMENDATION: A Council motion approving a CEQA exemption for all Class II Bikeway improvement projects listed in the Bikeway Master Plan Update, and directing staff to issue the Notice of Exemption to the State of California Office of Planning and Research (OPR), and to file the notice with the Yolo County Clerk.

BACKGROUND: The City of Winters in 1998 Adopted a Winters Bikeway Master Plan. Projects included the trestle bridge and designated street areas. The environmental finding by the City was that the listed projects would have no substantial environmental effect that could not be mitigated through a “Negative Declaration”. The Negative Declaration was circulated and adopted. The Bikeway Master Plan was then updated in 2002, with a Resolution by the Winters City Council confirming the prior finding of Negative Declaration. Because other projects listed in this update are covered by other CEQA findings (the Putah Creek Nature Trail being an example), staff expects to present a similar resolution at the next public hearing on the entire Bikeway Master Plan Update. This Public Hearing covers the CEQA exemption for Class II Bikeways, and requires the City Council to discuss the effect of the Bikeway Master Plan on traffic service levels. Logically, more bikeway use should lessen automobile traffic, and the City Council can make that determination.

HISTORY: In the aftermath of the death of Redevelopment Agencies, cities in California requested a number of cost saving measures in dealing with the financial burdens of EIRs and other Environmental studies. The only one to get traction was AB2245, which initially exempted from CEQA all bike paths but ended up exempting only “Class II” bike paths. These are bike

paths using existing streets, and generally striping and painting in the symbols for bicycle use. Staff is relying on this exemption in confirming the Negative Declaration for the current update.

LEGAL ANALYSIS: Governor Brown has signed AB 2245 into law. The new law provides for a CEQA exemption for Class II bikeway (bike lane) projects. Under the former guidelines, some bike lane projects would have required an EIR if their traffic impacts were over specified thresholds. While municipalities will still need to assess traffic and safety impacts, and hold public hearings to review them, the exemption allows decision makers to consider such impacts without wasting the time and resources that an EIR process requires. This will allow more effort to be placed on planning and public outreach.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements specified projects and activities.

California Public Resources Code Sections:

21080.20.5. (a) This division does not apply to a project that consists of the restriping of streets and highways for bicycle lanes in an urbanized area that is consistent with a bicycle transportation plan prepared pursuant to Section 891.2 of the Streets and Highways Code.

(b) Prior to determining that a project is exempt pursuant to this section, the lead agency shall do both of the following:

(1) Prepare an assessment of any traffic and safety impacts of the project and include measures in the project to mitigate potential vehicular traffic impacts and bicycle and pedestrian safety impacts.

(2) Hold noticed public hearings in areas affected by the project to hear and respond to public comments. Publication of the notice shall be no fewer times than required by Section 6061 of the Government Code, by the public agency in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.

(c) (1) Whenever a state agency determines that a project is not subject to this division pursuant to this section, and it determines to approve or carry out that project, the notice shall be filed with the Office of Planning and Research in the manner specified in subdivisions (b) and (c) of Section 21108.

(2) Whenever a local agency determines that a project is not subject to this division pursuant to this section, and it determines to approve or carry out that project, the notice shall be filed with the Office of Planning and Research, and filed with the county clerk in the county in which the project is located in the manner specified in subdivisions (b) and (c) of Section 21152.

FISCAL IMPACT: A financial savings in terms of the costs of the EIR process.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Winters will conduct a public hearing on February 5, 2013, at 6:30 p.m. in the Council Chambers of City Hall, 318 First Street, Winters, California. Purpose of the public hearing is to consider a CEQA exemption for the Winters Bikeway System Master Plan Update for all Class 11 bikeways listed in the current proposed Update. The bikeways include Grant Avenue within the limits of the City of Winters, as well as other bikeways listed in the update.

Copies of the proposed update, as well as the Winters Bikeway System Master Plan adopted in 1998, and the 2002 Update, are available for inspection or copying, pursuant to the California Public Records Act, at the office of Winters City Clerk, City Hall, 318 First Street, Winters, California, and can be found on the City's website, www.cityofwinters.org.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Winters, City Clerk, 318 First Street, Winters, CA 95694 or you may telephone (530) 795-4910, extension 101, before 5 p.m. on Tuesday, February 5, 2013. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, please contact City Clerk Nanci Mills, (530) 795-4910, extension 101 to arrange for those accommodations to be made.

Dated: January 22, 2013

John C. Wallace, City Attorney,
City of Winters



City of Winters

FOUNDED IN 1875
318 First Street
Ph. (530) 795-4910
FAX (530) 795-4935

Winters, California 95694-1923

MAYOR: Chris Calvert

MAYOR PRO TEM: John Frazier

COUNCIL: Harold Anderson

Jiley Romney

Tom Stone

MAYOR EMERITUS: Robert Chapman

TREASURER: Margaret Dozler

CITY CLERK: Nanci Mills

CITY MANAGER: Merrell Watts

MEMORANDUM

TO: City Council

THROUGH: Merrell Watts - City Manager *MW*

FROM: Randy Bloom - Community Development Director *RB*

BY: Dan Sokolow - Administrative Assistant, Public Works Department *DS*

DATE: October 27, 1998

RE: Adoption of the Negative Declaration for the City of Winters Bikeway System Master Plan and the Bikeway System Master Plan

RECOMMENDATION

Conduct the public hearing on the Negative Declaration for the City of Winters Bikeway System Master Plan and adopt the Negative Declaration and the BSMP -- Resolution 98-24.

BACKGROUND

The City received a \$10,000 Clean Air Funds grant last year from the Yolo-Solano Air Quality Management District for the preparation and completion of a bikeway system master plan (BSMP). Copies of the draft BSMP were provided to City Councilmembers at the October 20 City Council meeting. The Planning Commission recommended approval of the BSMP at its October 27 meeting.

By adopting a BSMP, the City will have a recognized planning document for initiating new bicycle routes and upgrading existing ones. The City's General Plan (Implementation Policy III.10) also calls for the preparation of a BSMP. A BSMP should also improve the City's opportunities for qualifying for various transportation funding sources to construct and enhance City bicycle routes.

The BSMP covers six areas: goals and objectives, existing bicycling conditions, proposed bikeway programs and system, design and maintenance standards, promotion of cycling, and implementation strategy for bikeway improvements. Most importantly, the BSMP details four high priority projects. Two of these include striping/signage/crosswalk improvements for Main Street and the restoration/rehabilitation of the Southern Pacific Railroad Trestle. The high

priority projects were selected in consultation with the consultant who prepared the draft BSMP (Michael Jones of Alta Transportation Consulting), Mayor Calvert, Planning Commissioner Joe Tramontana, and City Staff.

After adoption of the Negative Declaration and the BSMP by the City Council, the BSMP will be forwarded to the Sacramento Area Council of Governments for review and approval. Finally, the Caltrans Bicycle Facilities Unit will be asked to formally approve the City's BSMP.

ATTACHMENTS

**Resolution 98-24.
Negative Declaration**

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**CITY COUNCIL
RESOLUTION NO. 98-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ADOPTING A NEGATIVE DECLARATION FOR THE BIKEWAY
SYSTEM MASTER PLAN AND THE WINTERS BIKEWAY SYSTEM
MASTER PLAN**

WHEREAS, the City of Winters supports the use of bikeways for transportation purposes in the City and to locations outside of the City for both commuting and recreational uses; and

WHEREAS, the City's General Plan (Implementation Policy III.10) calls for the preparation of a bicycle master plan, and

WHEREAS, the City of Winters had been awarded a \$10,000 grant from the Yolo-Solano Air Quality Management District for a Bikeway System Master Plan, and

WHEREAS, the Planning Commission noticed a public hearing on the draft Bikeway System Master Plan held on October 27, 1998, and

WHEREAS, the Planning Commission conducted said hearing and, after receipt of the staff report, written correspondence, and public comments, closed the public hearing and recommended adoption of the draft Bikeway System Master Plan to the City Council, and

WHEREAS, an Initial Study was conducted on the Bikeway System Master Plan in accordance with provisions of the California Environmental Quality Act, and, based on the results of said Study, a draft Negative Declaration was recommended, and

WHEREAS, the Initial Study was circulated for public review and comment, with said comment period closing on November 3, 1998, and

WHEREAS, the City Council noticed a public hearing on the draft Negative Declaration and the Bikeway System Master Plan held on November 3, 1998

WHEREAS, the City Council conducted said hearing and, after receipt of the staff report, written correspondence and public comments, closed the public hearing.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters, having considered all information submitted on this matter, finds as follows:

1. Adopts the Negative Declaration for the Bikeway System Master Plan.
2. Adopts the Bikeway System Master Plan.

PASSED AND ADOPTED at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 3rd day of November 1998, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chris Calvert, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

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Environmental Document
City of Winters
Planning and Building Department

CITY OF WINTERS
318 FIRST STREET
WINTERS, CA 95694

NEGATIVE DECLARATION

Project Title: Winters Bikeway System Master Plan
Address/Location See Initial Study (attached)
Contact Person: Randy Bloom **Phone:** (530) 795-2101

Project Description: See Initial Study (attached)

The Community Development Director of the City of Winters has reviewed the proposed master plan described herein and has found that it will not result in any significant effect upon the environment because of the reasons listed below:

Reasons for Negative Declaration:

The initial study (attached) has not identified any significant, adverse environmental impacts that may occur because of the master plan.

Copies of the plans and other documents relating to the master plan may be examined by interested parties at the Planning and Building Department, in City Hall, at the above address. Comments regarding the proposed master plan must be made in writing and filed with the City Clerk, City of Winters prior to November 3, 1998.

Date: October 9, 1998

A handwritten signature in black ink that reads "Randy Bloom". The signature is written over a horizontal line.

Community Development Director
City of Winters

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**WINTERS BIKEWAY SYSTEM MASTER PLAN
ENVIRONMENTAL DOCUMENT
INITIAL STUDY**

GENERAL

A. Description of the Project

The City of Winters is proposing to adopt the Winters Bikeway System Master Plan. The Master Plan recommends the development of a comprehensive bikeway system in Winters, comprised of Class I bike paths, Class II bike lanes, and Class III bike routes as well as pedestrian crossing improvements. The system effectively connects all residential neighborhoods with the major activity centers in the City, such as downtown, schools, parks, and the library.

The major components of the Master Plan are rehabilitation of the historic Southern Pacific Railroad Trestle, completion of the Putah Creek Pathway, bike lanes or routes on Main Street, Railroad Avenue, Third Street, Hemenway Street, and Moody Slough Road, and new programs to promote bicycling and bikeway safety.

B. Related Plans and Policies

Winters General Plan

The Winters General Plan (Implementation Policy III.10) calls for the adoption of a bicycle system master plan as an implementation measure as a means of promoting bicycle travel as an alternative to automobile use. Aside from identifying potential bike lanes (or parking lanes) as part of all future street standards (except local streets), the General Plan emphasizes techniques to make downtown a 'pedestrian-oriented' place. Other relevant sections include Transportation and Circulation Goals and Policies to (a) restore the historic railroad trestle over Putah Creek, (b) utilize street design standards which promote pedestrian and bikeway travel and safety over speed and capacity, and (c) provide good bikeway and pedestrian connections to future schools. The Recreational and Cultural Resources Element includes (a) the development of a citywide network of

pedestrian and bikeway pathways and equestrian trails. The pedestrian and bikeway pathway and trail system should be designed to link parks, schools, civic and major shopping and employment centers.

County of Yolo Bikeway Plan (1993)

This plan identifies a future high priority Class II bike lane along Russell Boulevard (County Road E6) leading from Davis to Winters (from the County Road 93A junction to Interstate 505). A potential Class III bike route is identified on State Highway 128 leading from Winters towards Lake Berryessa. A Class III bike route is identified leading north from Winters on County Road 29, with four bridge widening projects identified.

Winters Circulation Master Plan (1992)

This plan does not address bikeways except to the extent that it identifies potential bike lanes as part of the Recommended Street Design Standards for all but local streets.

Putah Creek Nature Park Conceptual Master Plan (1995)

This plan identifies a paved ten-foot wide multi-use trail (or Class I bike path) along the north side of Putah Creek between Railroad Avenue and Interstate 505 to the east within the 100-foot setback limit from the creek. The pathway would have connections into Winters at various locations including Creekside Way and East Street. The plan also identifies the conversion of the historic Southern Pacific Railroad Trestle into a bikeway/pedestrian facility.

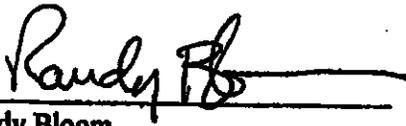
C. Community Services

The development of Class I and Class II bikeways will create additional recreational as well as transportation opportunities. Development and maintenance of these facilities may have a moderate effect upon government services for continued maintenance. Bikeway improvements in existing areas will need to be largely financed through grant programs. Continued maintenance of the bikeways would be incorporated into the existing city street maintenance program.

PROJECT COMPATIBILITY WITH EXISTING ZONES AND PLANS

The Bikeway System Master Plan, as proposed, is consistent with the Winters General Plan, the Winters Circulation Master Plan, and the Putah Creek Nature Park Conceptual Master Plan.

NAME OF PERSON WHO PREPARED INITIAL STUDY



Randy Bloom
Community Development Director

trara/bamp_nfi.mem

CEQA INITIAL STUDY ENVIRONMENTAL CHECKLIST FORM

1. **Project title:** Winters Bikeway System Master Plan
2. **Lead agency name and address:** City of Winters, 318 First Street, Winters, CA 95694
3. **Contact person and phone number:** Randy Bloom, (530) 795-2101
4. **Project location:** Various sites throughout Winters
5. **Project sponsor's name and address:** See item #2
6. **General Plan designation:** Not applicable 7. **Zoning:** Not applicable
8. **Description of project:** The City of Winters is proposing to adopt the Winters Bikeway System Master Plan. The Master Plan recommends the development of a comprehensive bikeway system in Winters, comprised of Class I bike paths, Class II bike lanes, and Class III bike routes as well as pedestrian crossing improvements. The system effectively connects all residential neighborhoods with the major activity centers in the City, such as downtown, schools, parks, and the library.

The major components of the Master Plan are rehabilitation of the historic Southern Pacific Railroad Trestle, completion of the Putah Creek Pathway, bike lanes or routes on Main Street, Railroad Avenue, Third Street, Hemenway Street, and Moody Slough Road, and new programs to promote bicycling and bikeway safety.
9. **Surrounding land uses and setting:** The Bikeway System Master Plan's major components are adjacent to residential, commercial, institutional, and riparian park areas.
10. **Other public agencies whose approval is required:** The Sacramento Area Council of Governments and the California Department of Transportation.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Transportation/Circulation | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Geological Problems | <input type="checkbox"/> Energy and Mineral Resources | <input type="checkbox"/> Aesthetics |
| <input type="checkbox"/> Water | <input type="checkbox"/> Hazards | <input type="checkbox"/> Cultural Resources |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Noise | <input type="checkbox"/> Recreation |

ENVIRONMENTAL IMPACTS:

	<i>Potentially Significant Impact</i>	<i>Potentially Significant Unless Mitigation Incorporated</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
I. LAND USE AND PLANNING. Would the proposal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Conflict with general plan designation or zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be incompatible with existing land use in the vicinity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Affect agricultural resources or operations (e.g., impacts to soils or farmlands, or impacts from incompatible uses)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
II. POPULATION AND HOUSING. Would the proposal:				
a. Cumulatively exceed official regional or local population projections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Displace existing housing, especially affordable housing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III. GEOLOGIC PROBLEMS. Would the proposal result in or expose people to potential impacts involving:				
a. Fault rupture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Potentially Significant Unless Mitigation Incorporated</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
b. Seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Seismic ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Seiche, tsunami, or volcanic hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Landslides or mudflows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Erosion, changes in topography or unstable soil conditions from excavation, grading, or fill?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Subsidence of land?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Expansive soils?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Unique geologic or physical features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IV. WATER. Would the proposal result in:				
a. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Exposure of people or property to water related hazards such as flooding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen or turbidity?)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Changes in the amount of surface water in any water body?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Changes in currents, or the course or direction of water movements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Changes in quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Altered direction or rate of flow of groundwater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Impacts to groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Substantial reduction in the amount of groundwater otherwise available for public water supplies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Potentially Significant Unless Mitigation Incorporated</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
V. AIR QUALITY. Would the proposal:				
a. Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Expose sensitive receptors to pollutants?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Alter air movement, moisture, or temperature, or cause any change in climate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create objectionable odors?				
VI. TRANSPORTATION/CIRCULATION. Would the proposal result in:				
a. Increased vehicle trips or traffic congestion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Hazards to safety from design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Inadequate emergency access or access to nearby uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Insufficient parking capacity onsite or offsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Hazards or barriers for pedestrians or bicyclists?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Rail, waterborne or air traffic impacts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VII. BIOLOGICAL RESOURCES. Would the proposal result in impacts to:				
a. Endangered, threatened or rare species or their habitats (including but not limited to plants, fish, insects, animals, and birds)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Locally designated species (e.g., heritage trees)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Locally designated natural communities (e.g., oak forest, coastal habitat, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wetland habitat (e.g., marsh, riparian, and vernal pool)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Potentially Significant Unless Mitigation Incorporated</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
e. Wildlife dispersal or migration corridors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VIII. ENERGY AND MINERAL RESOURCES. Would the proposal:				
a. Conflict with adopted energy conservation plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Use nonrenewable resources in a wasteful and inefficient manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Result in the loss of availability of known mineral resources that would be of future value to the region and the residents of the State?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IX. HAZARDS. Would the proposal involve:				
a. A risk of accidental explosion or release of hazardous substances (including, but not limited to, pesticides, chemicals, or radiation)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Possible interference with an emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The creation of any health hazard or potential health hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Exposure of people to existing sources of potential health hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased fire hazard in areas with flammable brush, grass, or trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X. NOISE. Would the proposal result in:				
a. Increases in existing noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Exposure of people to severe noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XI. PUBLIC SERVICES. Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:				
a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Potentially Significant Unless Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
d. Maintenance of public facilities, including roads?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other governmental services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. UTILITIES AND SERVICE SYSTEMS. Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:

a. Power or natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Communications systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Local or regional water treatment or distribution facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Sewer or septic tanks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Storm water drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Solid waste disposal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Local or regional water supplies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIII. AESTHETICS. Would the proposal:

a. Affect a scenic vista or scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a demonstrable negative aesthetic effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Create light or glare?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIV. CULTURAL RESOURCES. Would the proposal:

a. Disturb paleontological resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Disturb archaeological resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have the potential to cause a physical change which would affect unique ethnic cultural values?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Restrict existing religious or sacred uses within the potential impact area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

		<i>Potentially Significant Impact</i>	<i>Potentially Significant Unless Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XV. RECREATION.	Would the proposal:				
a.	Increase the demand for neighborhood or regional parks or other recreational facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b.	Affect existing recreational opportunities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. MANDATORY FINDINGS OF SIGNIFICANCE.

a.	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b.	Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Authority: Public Resources Code Sections 21083 and 21087.

Reference: Public Resources Code Sections 21080(c), 21080.1, 21083, 21083.3, 21093, 21094, 21151; *Sundstrum v. County of Mendocino*, 202 Cal. App. 3d 296 (1988); *Leonoff v. Monterey Board of Supervisors*, 222 Cal. App. 3d 1337 (1990).

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DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on the attached sheet have been added to the project. A **NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

Signature

Randy Bloom

Date

10-9-98

Printed Name

Randy Bloom

For

**WINTERS BIKEWAY SYSTEM MASTER PLAN
ATTACHMENT TO ENVIRONMENTAL CHECKLIST FORM**

Land Use and Planning

The Bikeway System Master Plan is consistent with the Winters General Plan. The General Plan (Implementation Policy III.10) calls for the adoption of a bicycle system master plan as an implementation measure as a means of promoting bicycle travel as an alternative to automobile use. Aside from identifying potential bike lanes (or parking lanes) as part of all future street standards (except local streets), the General Plan emphasizes techniques to make downtown a 'pedestrian-oriented' place. Other relevant sections include Transportation and Circulation Goals and Policies to (a) restore the historic railroad trestle over Putah Creek, (b) utilize street design standards which promote pedestrian and bikeway travel and safety over speed and capacity, and (c) provide good bikeway and pedestrian connections to future schools. The Recreational and Cultural Resources Element includes (a) the development of a citywide network of pedestrian and bikeway pathways and equestrian trails. The pedestrian and bikeway pathway and trail system should be designed to link parks, schools, civic and major shopping and employment centers.

Population and Housing

The Master Plan will not alter the location, distribution, density, or growth rate of the human population in the area. Many of the proposed bikeway improvements are already adjacent to areas either fully developed or scheduled to be fully developed. The Master Plan will not adversely affect existing housing or produce a need for additional housing.

Geologic Problems

The Master Plan will not result in or expose people to potential geologic problems such as fault rupture, seismic ground failure, landslides, or subsidence of land.

Water

The Master Plan will not impact groundwater quantity and quality or damage any adjacent surface water bodies.

Air Quality

The Master Plan has the potential to improve air quality through a reduction in vehicle exhaust emissions that results from the increased number of bicyclists and pedestrians.

Transportation/Circulation

The Master Plan will not increase vehicle trips or traffic congestion. Instead, it may lower vehicle trips and traffic congestion by increasing the number of people who bicycle and walk to work, school, shops, and for pleasure.

Biological Resources

The Putah Creek Pathway is one of the major features of the Putah Creek Nature Park Conceptual Master Plan. The pathway or other components of the Bikeway System Master Plan will not threaten or impact any biological resources such as endangered species, locally designated species and natural communities, and wildlife habitats.

Energy and Mineral Resources

The Master Plan will not result in the use of substantial amounts of fuel or energy, nor will it produce a substantially increased demand for fuel or energy. Mineral resources will not be affected by the Master Plan.

Hazards

The Master Plan will not result in exposure of people to potential health hazards or create health hazards.

Noise

The Master Plan will not expose people to severe noise.

Public Services

The development of Class I and Class II bikeways will create additional recreational as well as transportation opportunities. Development and maintenance of these facilities may have a moderate effect upon government services for continued maintenance. Bikeway improvements in existing areas will need to be largely financed through grant programs. Continued maintenance of the bikeways would be incorporated into the existing city street maintenance program.

Utilities and Service Systems

The Master Plan will not result in a need for new systems or supplies, or substantial alterations to power, natural gas, communications, wastewater, storm drainage, and solid waste disposal utilities or services.

Aesthetics

The Master Plan will not result in the obstruction of a scenic vista or view open to the public, or create an aesthetically offensive site open to the public. In the case of the Putah Creek Pathway, the construction of the pathway will increase the public's access to scenic vistas and views at the Putah Creek Nature Park.

Cultural Resources

The Master Plan will not result in a significant impact on cultural resources.

Recreation

The Master Plan will increase recreational opportunities for bicyclists and pedestrians by adding new bikeways. Existing recreational facilities will not be impacted by the Master Plan.

Mandatory Findings of Significance

The Master Plan will not result in environmental effects causing substantial adverse effects on human beings, rare or protected plant/animal species and cultural resources either directly or indirectly, or through cumulative effects.

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City of Winters

BIKEWAY SYSTEM MASTER PLAN

Winters Bikeway System Master Plan

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Executive Summary

EXECUTIVE SUMMARY

SECTION 1: INTRODUCTION

The city of Winters is an ideal bicycle-friendly community. The land is flat, surrounded by lush agricultural fields of the Western Sacramento Valley and nestled by Putah Creek that flows from Lake Berryessa about nine miles West. This allows for multiple recreational bicycling opportunities for residents and visitors alike, and the location of Winters serves as a primary resting stop for bicyclists making the journey from Davis and beyond. Regional transportation includes Interstate 505 on the East side of the city, State Road 128 that doubles as Grant Avenue and cuts right through the middle of town, and Interstate 80 is about ten miles away.

One reason for enhancing the bicycling system in Winters is to provide safety and convenience for both residents and tourists. The city is small enough that residents can bike from point A to point B within 10-20 minutes, if going across town. Bicycling is a convenient way to get around town and is a logical and healthy alternative to automobile use. Therefore, safe and well-developed bicycle lanes are a priority to community vitality.

The city of Winters recognizes its ability to serve its community and the surrounding unincorporated areas by way of a safe well planned bikeway system. It sees an opportunity to enhance the livability of the community through the development of aesthetically pleasing corridors that encourage healthy modes of travel- walking and bicycling- and although does not discourage automobile use, it instead provides for all modes of travel in a safe and appropriate manner.

1.1.1 Vision

The purpose of this Bikeway System Master Plan update is to present a comprehensive compilation of the city's work previously done in community outreach plans and feasibility studies. Work has already been done to assess the need and visions of Winters' community members. One such example is the Grant Avenue/ SR 128/ Russell Blvd.- Complete Streets Concept Plan completed in December of 2010. The purpose of this project is to "improve safety, character, access and mobility along the corridor for all modes of travel" and represents an

Winters Bikeway System Master Plan

opportunity to implement one of Caltrans’ newest policies, DD-64-R1, the Complete Streets Policy Act of 2008. The goal of the Complete Streets concept is to provide safe and comfortable access for all travel modes. The Bikeway System Master Plans complements the Grant Ave/ SR 128/ Russell Blvd. – Complete Streets Concept Plan by supporting the identified projects. The Complete Streets Concept Plan encourages enhanced bicycle and pedestrian safety through contiguous sidewalks and Class I and Class II bicycle facilities, among other complete streets amenities. The Complete Streets Concept Plan suggested the city conduct a traffic analysis to evaluate the potential transportation impacts of modifying the corridor to reflect the plan’s findings.

In March 2012 a Traffic Analysis was completed which covered a project area totaling 140.1 acres in the eastern area of the City of Winters, the north and south sides of SR 128/ Grant avenue and the west side of and adjoining I-505. This was a long range study of 10 to 20 years that assessed environmental clearance of potential development projects. Much of the land alongside SR 128/ Grant Ave has yet to be developed. This presents an opportunity for the City of Winters to assess future needs and account for future traffic flows.

It is the responsibility of the Bikeway System Master Plan to incorporate long-term planning that reflects future needs of the Winters’ community. By incorporating the findings of the 2012 Traffic Analysis and the Complete Streets Concept Plan, this plan continues to support the development of a bikeway system that provides for connectivity and fluidity for all modes of traffic and creates a safe and inviting bikeway system to support long term use and a logical alternative to taking a drive to downtown or Steady Eddy’s.

By implementing the projects in the Bikeway System Master Plan the missing pieces to a complete bike and pedestrian friendly corridor will be filled in. It is the hope of any city that by providing the right infrastructure that residents will choose the healthier and cleaner option of riding their bicycle to nearby locations—and in a small town such as Winters this is a logical response to traffic congestion and air quality that also supports community vitality and local economic growth.

1.2 Priority Projects

Table 1: Snapshot of Priority Projects

Project Type	Segment	Existing Plan	Estimated Cost
Bike/ Pedestrian Upgrade	SR 128/Grant Ave. from Railroad Ave. to East Main Street	City of Winters Complete Streets- Grant Ave. Corridor Plan	TBD
Bike/ Pedestrian Upgrade	SR 128 from East Main Street and the I-505 interchange- Class I/II bike lanes and pedestrian	City of Winters Complete Streets- Grant Ave. Corridor Plan	TBD

Winters Bikeway System Master Plan

	facilities		
Bike/ Pedestrian Upgrade	SR 128 from the I-505 Interchange to El Rio Villa – Yolo Housing-Bike and Pedestrian Facilities	City of Winters Complete Streets- Grant Ave. Corridor Plan	TBD
Class I Trail	Putah Creek Pedestrian and Bike Bridge	Putah Creek Park Master Plan	\$850,000
Class I Trail	West Section of Main Street	City of Winters Grant Ave Corridor Plan	\$550,000

1.3 State of California Requirements

The city of Winters has adhered to the requirements of the California Transportation Department (Caltrans) contained in the Streets and Highways Code Section 891.2. To enhance the user-friendliness of this document the checklist and their corresponding page numbers are provided below:

**SACOG Checklist for Bicycle Master Plan Compliance with
California Streets and Highways Code 891.2.**

A city or county may prepare a bicycle transportation plan, which shall include, but not be limited to, the following elements:

Location/ Page #	Requirement
	(a) The estimated number of existing bicycle commuters in the plan area and the estimated increase in the number of bicycle commuters resulting from implementation of the plan.
	(b) A map and description of existing and proposed land use and settlement patterns which shall include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, and major employment centers.
	(c) A map and description of existing and proposed bikeways.
	(d) A map and description of existing and proposed end-of-trip bicycle parking facilities. These shall include, but not be limited to, parking at schools, shopping centers, public buildings, and major employment centers.
	(e) A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These shall include, but not be limited to, parking facilities at transit stops, rail and transit terminals, ferry docks and landings, park and ride lots, and provisions for transporting bicyclists and bicycles on transit or rail vehicles or ferry vessels.
	(f) A map and description of existing and proposed facilities for changing and storing clothes and equipment. These shall include, but not be limited to, locker, restroom, and shower facilities near bicycle parking facilities.
	(g) A description of bicycle safety and education programs conducted in the area included within the plan, efforts by the law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of the Vehicle Code pertaining to bicycle operation, and the resulting effect on accidents involving bicyclists.

Winters Bikeway System Master Plan

	(h) A description of the extent of citizen and community involvement in development of the plan, including, but not limited to, letters of support.
	(i) A description of how the bicycle transportation plan has been coordinated and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, programs that provide incentives for bicycle commuting.
	(j) A description of the projects proposed in the plan and a listing of their priorities for implementation.
	(k) A description of past expenditures for bicycle facilities and future financial needs for projects that improve safety and convenience for bicycle commuters in the plan area.

SECTION 2: EXISTING CONDITIONS and NEEDS ANALYSIS

This section presents a comprehensive picture of the existing bicycle network and bicycle facilities. By analyzing the current bicycle network via number of bicycle accidents and through a Needs Analysis, this section helps guide policymaking and prioritization of future bicycle improvements. Data was gathered mainly through the U.S. Census Data 2010 unless otherwise noted, window surveys, and various social networks through a simple google search were used to assess recreational use, in addition to speaking with local bicyclists and bicycle interest groups. Many of the assumptions about the community were derived from previous studies such as Grant Avenue Access Study, and are not explicitly noted. Best efforts were made to take into consideration work already done that embodied the community's vision of the future of Winters.

2.1 Existing Bicycle Network

Local

[Include Existing Bikeway Network Map Here]

- A map and description of existing bikeways, end-of-trip bicycle parking facilities, intermodal connections and parking facilities, and facilities for changing and storing clothes and equipment.

There is a Class I bike path along Railroad Avenue. There are Class II bike lanes on Main Street, East Main Street and Valley Oak Drive. Currently, there are no Class III bike routes.

Regional and Multi-modal Connections

The trails that lead into and out of Winters are heavily used by recreational bicyclists. Nearly every weekend a passerby will notice the group of cyclists making their way to Lake Berryessa or through the agricultural fields, making a stop in Winters for lunch or a quick break.

Winters Bikeway System Master Plan

- **Bike lanes** (shoulders) on County Roads 31 and 93A leading from Davis to within about one mile east of Winters.
- **Class I trail** along Russell Boulevard to within five (5) miles of Winters.
- **Bus Routes**
 - Yolobus Route 220 provides one morning, one mid-day, and one afternoon round trips, Monday- Saturday, between Davis, Winters, and Vacaville
 - Yolobus Route 220C provides one morning (Eastbound) and one afternoon (Westbound) trip, Monday-Friday between Winters and UC Davis.

2.2 Land Use

The primary land use types in the city of Winters are residential and commercial. The single largest land use is residential which encompasses approximately 934 acres (57%) of the total acreage of the city.

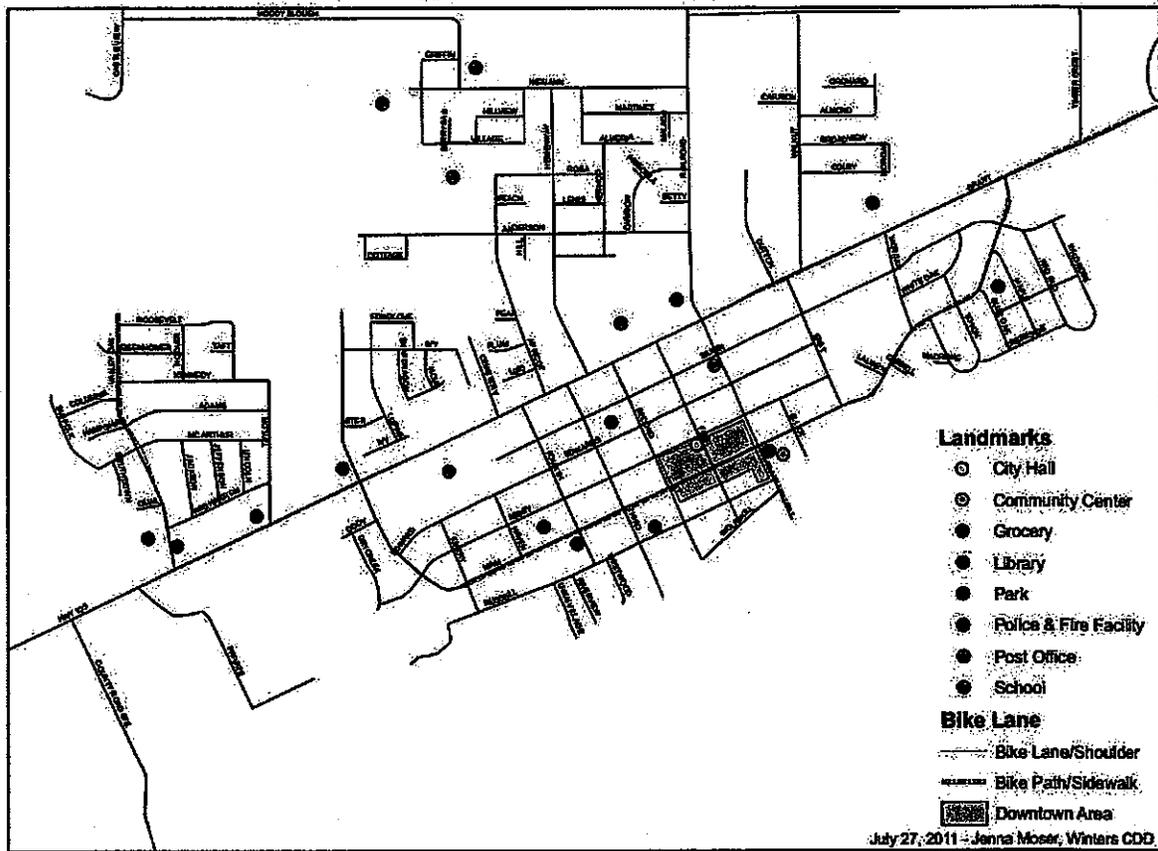
The majority of non-residential uses and employment centers are located along Railroad Avenue and East Grant Avenue. Residential density varies from mostly low to high near the downtown area. Non-residential uses are low in intensity. On the average, population density is low with an average household size of 2.44.

In Winters' General Plan there is a circulation map that highlights the Arterial Streets, Primary and Secondary Collector streets and identifies the number of lanes and traffic signals. This Bike Plan complements the community's vision for a circulation element by identifying projects that would increase connectivity throughout the city and update bikeway facilities to enhance the bicyclists experience when biking around Winters.

Figure 3 supports those assumptions by highlighting existing activity centers and other support facilities. Providing the essential signage, lane markings and bikeway facilities at these key locations will encourage bicycling by making it a viable and convenient option for residents.

Figure 3:

Existing Activity Centers & Other Support Facilities



Bicycle Parking

Bicycle parking includes bike racks and corrals.

- *Racks* are low cost devices that typically hold about eight bicycles, allow bicyclists to securely lock their frames and wheels, are secured to the ground, and are located in highly visible areas. Bike racks are most often found in commercial areas where regular commuters can take advantage of the multi-modal connections and feel safe in leaving their bicycle.
- *Bike corrals* can be found at schools, special events, and other locations, and typically involve a movable fencing system that can safely store numerous bicycles. Security is provided by either locking the enclosure or locating it near other activities so that it can be supervised.

A field review of Winters revealed bike racks for bicyclists at schools and in the major activity centers. Most of the racks at schools are in fenced corral areas, and appear to be used by students. Bike racks are also provided throughout the Downtown along Railroad Avenue and East Main Street. A key point to make is that Winters is often receiving requests from downtown

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businesses to replace a few car parking spots with bike parking facilities. This can be noted in front of Steady Eddy’s, Putah Creek Café, and around Rotary Park. Recently, there has also been installed a bicycle “fix-it” station where bicyclists can have access to tools appropriate to fix common bicycle problems.

2.3 Existing Bicycle Ridership

In a small town like Winters it is extremely difficult to assess the number of bicyclist.

Table 3 Demographics and Transportation	
Population (2010)	6,624
Land Area (estimated)	1,628 acres
Population per Square Mile	2,408
Estimated Winters Residents who Walk for Pleasure	4,410
Estimated Winters Residents who Bicycle for Pleasure	2,415
Current Bicycle Commute Mode Share (2000)	.0037%
Future Bicycle Commute Mode Share (2010)	2%
School-related Bicycle Commuters (2010)	170
Total Future Bicycle Commuters (2010)	250
Reduced Vehicle Trips/Year (2010)	100,000
Reduced Vehicle Miles/Year	180,000
Reduced ROG in lbs. (Year 2010)	706
Reduced Nox in lbs. (Year 2010)	453
Reduced PM10 in lbs. (Year 2010)	92

- The number of existing bicycle commuters in the plan area:
- Available bicycle count data

Winters Bikeway System Master Plan

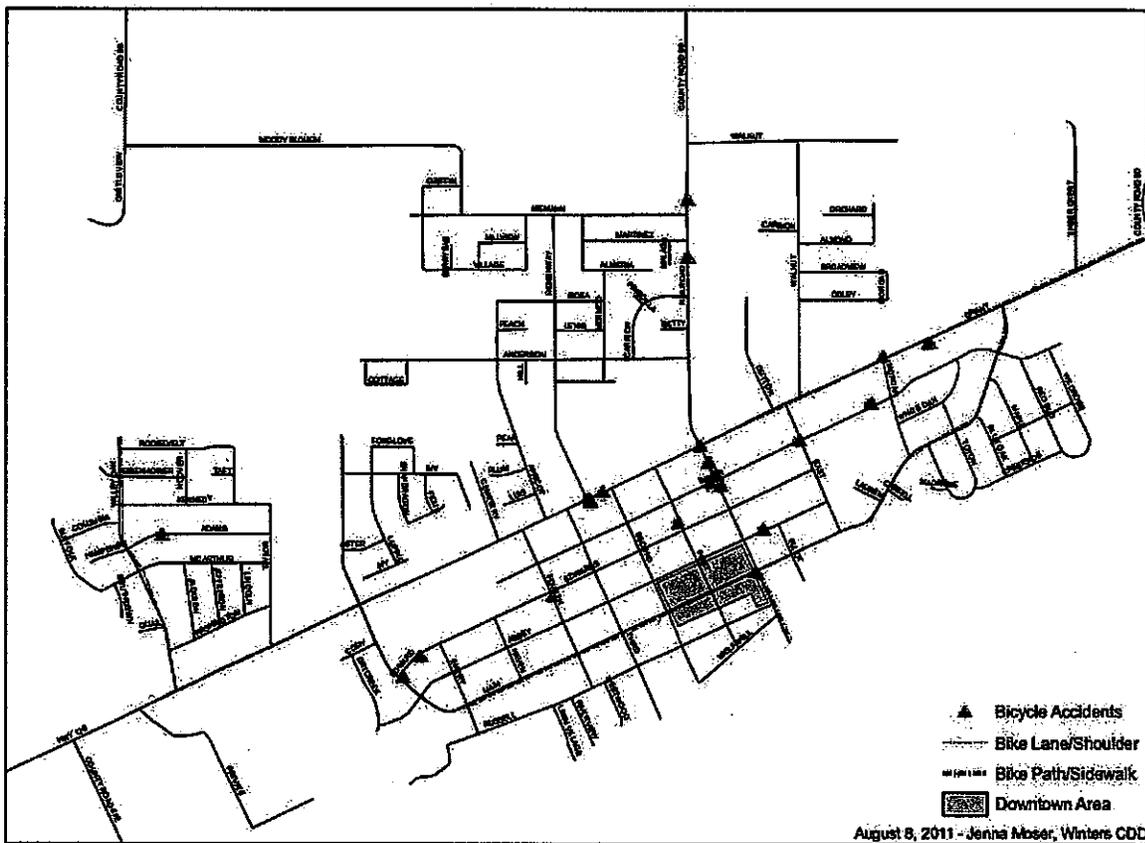
2.4 Bike Safety

Current Bicycle Collision Data

Bicycle versus vehicle accidents were studied from 1998 thru 2010, and analyzed by location. The most notable pattern was that 80% (9) of the accidents occurred on either Railroad Avenue or Grant Avenue. This pattern may be attributed to the high traffic volumes on these streets and the increased speeds in some instances. Winters had 21 accidents between 1998 and 2010, which is an average of just over 1.6 accidents per year. The following figure details the accident locations:

Figure 4:

Reported Bicycle Accidents 1998-2010



2.5 Needs Analysis

A Needs Analysis helps identify the types of improvements needed, justifies expenditures on improvements, and quantifies information needed for several funding sources. The latent 'need'

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for bicycle and pedestrian facilities – versus actual bicyclists and pedestrians – is difficult to quantify. Winters has a small population and area size (6,624 residents and 2.91 square miles of land according to the U.S. Census Bureau 2010). The city is small enough to be easily assessed, subjectively, however, it is more unlikely that a city as small as Winters will end up on state or nationwide data bases—an example is the Census Transportation Planning Products database that restricts analysis to cities with a population over 20,000. There are two types of cyclists: those that commute to a particular destination be it work or play and those that do it recreationally, and bike for miles upon miles for the scenery. If we want to increase ridership we must understand the riders.

Background

In early 1998, an advisory committee was formed to oversee the completion of the city's first Bikeway System Master Plan. The Plan received full public noticing, was placed on the Planning Commission and City Council agendas, and received review including open comment periods at four public meetings before being adopted on November 3, 1998.

In 2002, city staff updated the Bikeway System Master Plan to reflect bikeway projects that have been completed since 1998. A public hearing on the Bikeway System Master Plan was conducted at the November 19, 2002 City Council meeting. At the same meeting, the City Council approved the update to the Plan and re-affirmed the previously certified and approved Negative Declaration, which was adopted for the Bikeway System Master Plan in 1993. This update builds on the initial Bikeway System Master Plan.

In 2012, city staff once again updated the Bikeway System Master Plan to reflect bikeway projects that have been completed since 2002. Projects were added that coincide with Master Plans such as Putah Creek Master Plan, City of Winters' Complete Streets- Grant Ave. Corridor Plan, and the Morgan Street Area Circulation Study. Projects were prioritized according to the public outreach done for these studies and in addition, a short 20 day public comment period will be held from December 1st to December 20th of 2012, during which time a survey will also be circulated to ensure the community's satisfaction with the Bikeway System Master Plan. In January the plan will be presented to City Council.

Bicyclists are typically separated between experienced and casual riders. The U.S. Department of Transportation identifies thresholds of traffic volumes, speeds, and curb lanes where less experienced bicyclists begin to feel uncomfortable. For example, on an arterial with traffic moving between 30 and 40 miles per hour, less experienced (Class B) bicyclists require bike lanes while more experienced bicyclists (Class A) require a 14 or 15 foot wide curb lane.

Casual riders include those who feel less comfortable negotiating traffic. Others such as children and the elderly may have difficulty gauging traffic, responding to changing conditions, or moving rapidly enough to clear intersections. Other bicyclists, experienced or not, may be willing to sacrifice time by avoiding heavily traveled arterials and using quieter side streets. In

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some cases, casual riders may perceive side streets (or sidewalks) as being safer alternatives than major through routes, when in fact they may be less safe. Other attributes of the casual bicyclist include shorter distances than the experienced rider and unfamiliarity with many of the rules of the road.

The casual bicyclist will benefit from route markers, bike lanes, wider curb lanes, and educational programs. Casual bicyclists may also benefit from marked routes, which lead to parks, museums, historic districts, and other visitor destinations.

Experienced bicyclists include those who prefer the most direct, through route between origin and destination, and a preference for riding within travel lanes. Experienced bicyclists negotiate streets in much the same manner as motor vehicles, merging across traffic to make left turns, and avoiding bike lanes and shoulders due to gravel and glass. The experienced bicyclist will benefit from wider curb lanes and loop detectors at signals. The experienced bicyclist who is primarily interested in exercise will benefit from loop routes which lead back to the point of origin.

The Recreational and Commuting Biker

The purpose of reviewing the needs of a recreational or commuter bicyclist is twofold: (a) it is instrumental when planning a system which must serve both user groups and (b) it is useful when attempting to quantify future usage and benefits to justify expenditures of resources.

Recreational

The needs of recreational bicyclists must be understood prior to developing a system or set of improvements. While it is not possible to serve every neighborhood and every need, a good plan will integrate recreational needs to the extent possible. The following points summarize recreational needs:

- Recreational bicycling typically falls in to one of three categories: (1) exercise, (2) non-work destination such as a park or shopping, or (3) touring.
- Recreational users range from healthy adults to children to senior citizens. Each group has their own abilities, interests, and needs.
- Directness of route is typically less important than routes with less traffic conflicts, visual interest, shade, protection from wind, moderate gradients, or other features.
- People exercising or touring often (though not always) prefer a loop route rather than

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having to back-track

Commuter

Commuter bicyclists range from employees who ride occasionally to work to a child who walks to school. Millions of dollars have been spent attempting to increase the number of people who ride to work or school, with moderate success. Bicycling require shorter commutes, which runs counter to our land use and transportation policies which encourage people to live further and further from where they work. Access to transit helps extend the commute range of cyclists, but transit systems also face an increasingly dispersed live-work pattern which is difficult to serve. Despite these facts, Winters has a great potential to increase the number of people who ride to work or school because of (a) the small size of the city, (b) moderate density residential neighborhoods near employment centers, (c) a favorable topography and climate, and (d) a high percentage of work trips that are less than 15 minutes.

Key commuter needs are summarized below.

- Commuter walking or bicycling typically fall in to one of two categories: (1) adult employees, and (2) younger students.
- Commuter trips range from several blocks to 1 or more miles.
- Commuters typically seek the most direct and fastest route available, with regular adult commuters often preferring to ride on arterials rather than side streets.
- Commute periods typically coincide with peak traffic volumes and congestion, increasing the exposure to potential conflicts with vehicles.
- Having a place to safely store bicycles is of paramount importance to all bicycle commuters.
- Major commuter concerns include changes in weather (rain), riding in darkness, personal safety and security.
- Rather than be directed to side streets, most commuting cyclists would prefer to be given bike lanes or wider curb lanes on direct routes.

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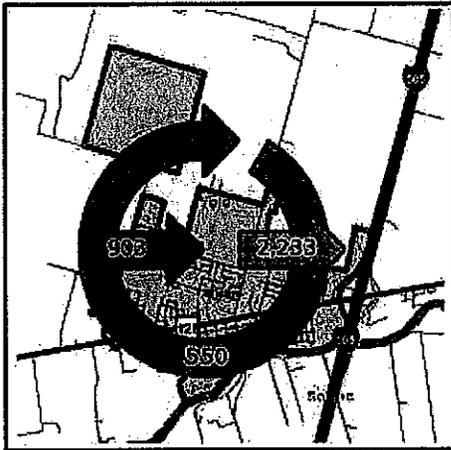
- Unprotected crosswalks and intersections in general are the primary concerns of all bicycle commuters.
- Many younger students use sidewalks for riding to schools or parks, which is acceptable in areas where pedestrian volumes are low and driveway visibility is high. Where on-street parking and/or landscaping obscures visibility, sidewalk riders may be exposed to a higher incidence of accidents. Older students who consistently ride at speeds over 10 mph should be directed to riding on-street wherever possible.
- Students riding the wrong-way on-street are common and account for many recorded accidents, pointing to the need for education.

A common term used in analyzing the demand or need for bicycle or pedestrian facilities is “mode split”. Mode split refers to the choice of transportation a person selects to move from home to work to shopping to other destinations. One major objective of any bicycle improvement is to increase the “split” or percentage of people who choose to ride rather than drive or be driven. Every saved vehicle trip or vehicle mile represents quantifiable reductions in air pollution.

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Where are people in Winters working? The U.S. Census Data 2010 reports there are a 1,453 people employed in Winters. 550 people are both employed in the city and live within city boundaries. The American Community Survey data, 2006-2010 5-Year Estimates on the “Means of Transportation to Work by Travel Time to Work for Workplace” (Appendix x) estimates that about 94 percent of residents in Winters are using a car, van or truck to get to their workplace and of those 94 percent, 42 percent of them took less than ten (10) minutes to get to their place of work. This clearly indicates ridership potential. Next steps include providing the infrastructure to encourage bicycling as well as identifying cultural attitudes that result in this behavior.

Inflow/Outflow Report

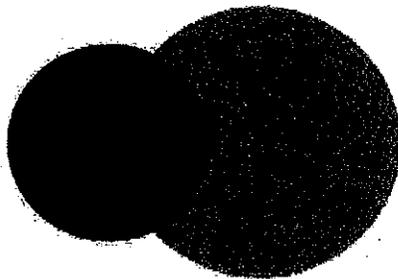


Inflow/Outflow Job Counts in 2010

Analysis Selection:

Note: Overlay arrows do not indicate directionality of worker flow between home and employment locations.

- ➔ Employed and Live in Selection Area
- ➔ Employed in Selection Area, Live Outside
- ➔ Live in Selection Area, Employed Outside



903 - Employed in Selection Area, Live Outside
 2,233 - Live in Selection Area, Employed Outside
 550 - Employed and Live in Selection Area

Inflow/Outflow Job Counts (All Jobs)

	2010	
	Count	Share
Employed in the Selection Area	1,453	100.0%
Employed in the Selection Area but Living Outside	903	62.1%
Employed and Living in the Selection Area	550	37.9%
Living in the Selection Area	2,783	100.0%
Living in the Selection Area but Employed Outside	2,233	80.2%
Living and Employed in the Selection Area	550	19.8%

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2010).

2.7 Key observations on existing bicycling conditions

- Winters is an ideal bicycling environment. The small size, climate, and topography mean that virtually all residents are within a few minutes bicycle ride of all destinations, whether they are for work or play.
- Grant Avenue (S.R. 128) running east-west through the heart of the City is part of a major route used by the bicycling community, especially cyclists from nearby Davis.

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Many of these cyclists stop in Winters for rest and food. Major routes for bicyclists include a loop with Russell Boulevard and Putah Creek Road in Solano County, westward towards Lake Berryessa, or northward along Railroad Avenue.

- Local bicyclists include experienced adult riders and younger school children. Virtually all destinations within Winters can be reached by bicycle within a ten minute ride, making it the ideal cycling community in many respects.
- The elementary school, intermediate, middle, and the high schools are located such that many students who walk or ride a bicycle must cross either Grant Avenue (S.R. 128), and/or Railroad Avenue. Observations of students also revealed a substantial number of bicyclists riding on the wrong side of the street and crossing major streets at unprotected locations.
- Local streets in Winters such as Baker Street, Edwards Street, Third Street, Fourth Street, and Apricot Avenue generally provide good bicycling alternatives to more heavily traveled roadways.
- Main Street in downtown Winters is already a relatively pedestrian – and bicycle – friendly area, with slower moving and lower traffic volumes. This could be supplemented by other improvements such as providing bike racks and lockers near destinations such as shops, the library, and City Hall.
- The Winters Joint Unified School District and the Winters Police Department have had a history of conducting bicycle education workshops for school children. The last event held was a bicycle rodeo in 2008. Since that time, no other formal bicycle safety or education programs have been held in Winters.
- Bus routes are an insufficient mode of transportation due to the limited availability and time constraints.

2.8 Opportunities and Constraints

Information on opportunities and constraints for bicyclists has come from a variety of sources, including field observations. Many general and site specific comments have been collected, which help to form an idea of the type of system and specific improvements that will be required. Comments can generally be summarized into the following statements:

Opportunities

- Quieter local streets offer an alternative to using Grant Avenue (S.R. 128) for most bicyclists.
- As a smaller city at the cross roads of several transportation corridors—including the major route to Lake Berryessa—the city has the opportunity to attract visitors to stop and visit the city en route to other destinations.
- The agricultural surroundings are close to most neighborhoods, and offer the excitement of off-road bicycling and hiking and views of Winters and its surroundings.

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- The parks and Community Center serves as major attractors to residents, especially children who have the opportunity to ride their bicycles to events from most neighborhoods.
- Proximity to all commercial, residential, and recreational venues make cycling an ideal mode of transportation.

Constraints

- There is a lack of adequate short and long-term secure bicycle parking
- The S.R. 128 over-crossing of I-505, while not technically in Winters, is a major constraint for any bicyclist entering or leaving Winters. The over-crossing is narrow and does not provide adequate width for bicyclists.
- The Railroad Avenue vehicle bridge, which crosses Putah Creek, that is also a narrow structure requiring bicyclists to share travel lanes with vehicles.
- Like streets in all cities and towns, there is some debris and gravel thrown by vehicles onto the right side of streets occasionally forcing bicyclists to ride in travel lanes.
- Another common phenomenon in Winters is younger bicyclists riding on the wrong side of the road, crossing at unmarked crossings, or riding at higher speeds on sidewalks. This typically points to the need to enhance education and enforcement.

These lists represent a summary and sample of opportunities and constraints in Winters, and should be updated as part of future plan revisions.

SECTION 3: PLAN DEVELOPMENT

4.1 Consistency with Existing Plans

As an element of the General Plan, the Bikeway System Master Plan has the comprehensive scope and jurisdictional authority required to coordinate and guide the provision of all Bikeway-related plans, programs, and projects. Many current planning efforts provide recommendations regarding one element or aspect of bikeway networks; the task of the Winters Bikeway System Master Plan is to ensure compatibility of all these blueprints, while attending to planning for areas of the city not already targeted by other studies. This Bikeway System Master Plan is consistent with the bike plans of the Sacramento Area Council of Governments and the Yolo-Solano Air Quality Management District. The studies or planning efforts listed below have been reviewed and consulted, studied for consistency, and where appropriate, folded into Winters' Bikeway System Master Plan:

Local

Winters General Plan Policy Document (1992 original w/ Housing Element Update 2002)

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Winters' General Plan was recently amended to extend the General Plan's horizon year from 2010 to 2018 and adopted the 2008-2013 Housing Element Update. The Circulation Plan element identifies Grant Avenue and Railroad Avenue as arterial streets and points out the interconnecting streets that, if developed thoughtfully, can offer residents a safer alternative to using an automobile. In addition, aesthetically pleasing bike routes can encourage residents to bike to downtown and other local destinations—rather than using an automobile.

The General Plan emphasizes efficiency in land use and encourages pedestrian convenience and discourages the use of an automobile as a form of transportation. The Winters' Bikeway System Master Plan is consistent with the goals of the General Plan.

Putah Creek Nature Park Conceptual Master Plan (2008)

This Plan identifies a paved 10-foot wide multi-use trail along the north side of Putah Creek between Railroad Street and I-505 to the east within the 100 foot setback limit from the creek; the trail's primary focus is pedestrians, but it will accommodate bicyclists as well. The trail will have connections into Winters at various locations including Creekside Way and East Street. The Plan also identifies the conversion of the historic Southern Pacific Railroad Trestle into a bikeway/pedestrian facility.

Grant Avenue/S.R. 128/Russell Blvd. Complete Streets Concept Plan

This Plan incorporates walkability and bikeability into one of Winters' main corridors. As discovered via community input: traffic calming mechanisms, travel lanes for bicyclists, pedestrians, and automobiles, landscape improvements, and roundabouts are encouraged in order to improve the safety and ease of travel for all roadway users. The Plan seeks to improve the overall safety, access, and mobility of the corridor by outlying a Plan that limits automobile travel lanes, supports Class I and Class II bicycle lanes and bicycle facilities and provides aesthetically pleasing landscape and design.

County

County of Yolo Bikeway Transportation Plan (Update 2011)

This Plan is prepared by the Yolo County Transportation Advisory Committee and is in accordance with the California Streets and Highways Code Section 891.2 and is intended to identify ways to enhance and expand the existing network of bicycle connections through efficiency and safety considerations. This plan identifies a future high priority Class II bike lane along Russell Boulevard (County Road 32) leading from Davis to Winters (or more precisely, from the County Road 93A junction to I-505). A potential Class III bike route is identified on Grant Avenue (S.R. 128) leading from Winters towards Lake Berryessa. A Class III bike route is identified leading north from Winters on County Road 29. This plan also encourages major end-of-trip developments such as bicycle parking, transport or clothes changing and storage facilities

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that cater to the needs of bicyclists. This is notably important for Winters since it is a prime stopping location for recreational bikers from Davis or elsewhere bicycling to recreational destinations such as Lake Berryessa. The plan discusses criteria for bicycle parking facilities and promotes coordination between county bus services and bicycle parking facilities—all taken into consideration within the Winters' Bikeway System Master Plan.

Regional

Sacramento Metropolitan Transportation Plan/ Sustainable Communities Strategy 2035. Sacramento Area Council of Governments (2012)

This Plan integrates land use and transportation planning according to the regional growth pattern and land use policies to envision an equitable and inclusive transportation system. The Sacramento Area Council of Governments strongly encourages complete streets and the development of more bicycle lanes and increased ease of access to pedestrian and bicycle friendly environments.

List of Relevant Studies

4.2 Public Involvement/ Community Outreach

SECTION 4: GOALS AND OBJECTIVES

The following goals and objectives are intended to guide bikeway planning, design, and implementation. This section was developed to provide specific direction on necessary actions involved in every step of implementing the Bikeway System Master Plan. The intention is to provide guidance and tangible goals with measurable objectives and complementary policies that guide implementation of the Bikeway System Master Plan. Over time, the plan seeks to provide for and encourage the development of an integrated system of bikeway facilities that allow for safety and convenience for all its users. In addition, these goals help to provide better air quality, efficient use of energy resources, reduced traffic congestion, and improved personal fitness.

Goal I Planning & Guidance

Plan for the development of bikeway facilities and programs as a viable alternative to the automobile.

Objective I

Develop a tool to plan, design, and implement a bikeway system in Winters and ensure maintenance of both existing and new bicycling facilities.

Implementation Measures:

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Goal III Encouragement

Encourage a community culture that supports the use of bicycling as a main mode of transportation throughout the city.

Objective III

In addition to encouraging a bicycling community, the city should encourage bicycling by providing the appropriate bicycling infrastructure such as parking, signage, and lane markings.

Implementation Measures:

- 3.1 Develop and update a bikeway map for public distribution that shows existing and recommended bikeway routes.
- 3.2 Sponsor annual bikeway, running, and hiking events such as Bike to Work Day and adult safety courses in conjunction with regional efforts.
- 3.3 Promote use of bikeways as safe and convenient alternative mode of transportation.
- 3.4 Where appropriate, install traffic calming devices such as traffic roundabouts, channelization, pedestrian refuge islands, T-intersections, modified design for travel lanes, and reduction in street widths where significant through traffic impacts on low-density residential areas. These devices should only be installed where desired by residents and where demonstrated need exists and where compatible with access needs of emergency vehicles. Installation priority should consider equity between different neighborhoods.
- 3.5 Where appropriate, consider the addition of bicycle facilities such as storage, parking, or bike stations.
- 3.6 The city will create incentives for use of alternative modes of transportation during review of new development projects.

Goal IV Integration & Connectivity

Multi-modal integration of bikeways system and other alternative modes of transportation.

Objective IV

To create a transportation system that accounts for all its users.

Implementation Measures:

- 4.1 Encourage development concepts (such as mixed use projects) that have as a goal the reduction of the dependency of the automobile for short commute, shopping, and recreational trips.
- 4.2 Consider opportunities for including bikeway lanes on collectors where width of the street, traffic volumes, and service to major activity centers are appropriate.

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- 4.3 Create connections between bike lanes, pedestrian nodes, and other transportation nodes.
- 4.4 Develop a commuter system which provides direct routes between residential neighborhoods and regional employment centers, multi-modal terminals and schools.
- 4.5 Ensure that the citywide system serves all multi-modal facilities in Winters.
- 4.6 Amend parking ordinance to require adequate and appropriately located bikeway parking to meet demand.

Goal V Maintenance & Improvement of Existing System

Maximize efficient use of existing resources in Winters to improve safety and security of walking and bicycling.

Objective V

Improve the existing system to account for barriers to fill the gaps between interregional and local bicycle and pedestrian routes.

Implementation Measures:

- 5.1 Fix barriers that are potentially dangerous or inconvenient to the pedestrian or bicyclist.
- 5.2 Identify existing and proposed bike paths, lanes, and routes, and develop a citywide system to maximize use of extent feasible
- 5.3 Identify existing bikeway education programs and target future expansion as need warrants
- 5.4 Encourage commercial development to provide bike racks near entrances for employees and customers
- 5.5 Develop a bikeway network which balances the need for directness with concerns for safety and user convenience. Where needed, develop a dual system which serves both the experienced and inexperienced bicyclist, and separates bicyclists, pedestrians, and other recreational users.
- 5.6 Work with local and regional transit agencies to install bike lockers and racks where possible, and to maintain bike carriers on buses.
- 5.7 Improve the existing system to account for barriers to fill the gaps between interregional and local bicycle and pedestrian routes.
- 5.8 Encourage CalTrans to provide pedestrian/bikeway crossings at appropriate locations across Grant Avenue (S.R. 128). In cases where new development would benefit from such crossings, the private development may be requested/required to participate in the cost of the crossing.

Goal VI Quality of Life

Create a convenient and safe bikeway system that aims to reduce vehicle congestion, improve air quality and improve individual physical fitness.

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Objective VI

Develop a citywide bikeway system which meets the needs of commuter and recreational users through strategic facility placement and upkeep of existing and future bicycle facilities that encourages bicycling and walking as the main modes of transportation.

Implementation Measures:

- 6.1 Encourage the use of existing natural and manmade corridors such as creeks, railroad corridors, and other corridors for future bike path alignments.
- 6.2 Develop a recreational system which uses lower traffic volume streets, off-street bike paths, and serves regional historic and natural destinations
- 6.3 Develop a citywide system that is no further than one (1) mile from any residential neighborhood in Winters, and provides opportunities for local connections to the citywide system

Goal VII Safety and Education

Objective VII

To provide outreach and safety education to the community.

Implementation Measures:

- 7.1 Monitor bikeway related accident levels annually, and target a 40-50% reduction on a per capita basis over the next twenty (20) years.
- 7.2 Develop a comprehensive bikeway education program that is taught to all school children in Winters.
- 7.3 Incorporate bikeway safety curriculum into existing motorist education and training
- 7.4 Local streets shall be posted at a maximum speed of 25 miles per hour, except where a lower speed is dictated by safety and allowable by law.
- 7.5 Coordinate with the Winters Police Department to determine strategies of education and enforcement.
- 7.6 Develop a system for identifying, evaluating, reporting and responding to maintenance and safety problems on the existing bikeway system.
- 7.7 Develop education and maintenance programs which may be adopted by local jurisdictions.
- 7.8 Develop a unique and distinctive logo for the Winters Bikeway System and locate on citywide system along with appropriate directional and warning signs.

Goal VIII Implementation

Objective VIII

To follow through and complete the projects listed in this Master Plan, in a timely manner.

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Implementation Measures:

- 8.1 Examine the adopted land use elements to determine areas of potential growth and development in the city. Be aware of development projects that are submitted for review and examine possible impacts these developments might have along existing and proposed bikeway corridors, and require dedication of land and development of project when feasible.
- 8.2 Develop policies for new developments which ensure that the needs of non-motorized users are incorporated into new subdivisions, including providing access points to existing and proposed bikeway facilities, on-street bikeway facilities for bicyclists, and proper roadway crossings where new streets will cross existing and proposed bikeways.
- 8.3 Travel Demand Management (TDM) programs for employment sites of more than 20 employees may be used as a condition of project approval to mitigate traffic impacts. Voluntary TDM programs for all employers should be encouraged.
- 8.4 Require all new developments to provide curb and sidewalks on both sides of the street, except where prohibited by topography or safety considerations. Attention to sidewalk and parkway improvements should be prioritized in the Capital Improvement Program.
- 8.5 Enforce existing requirements for property owners to properly maintain sidewalks on their property.

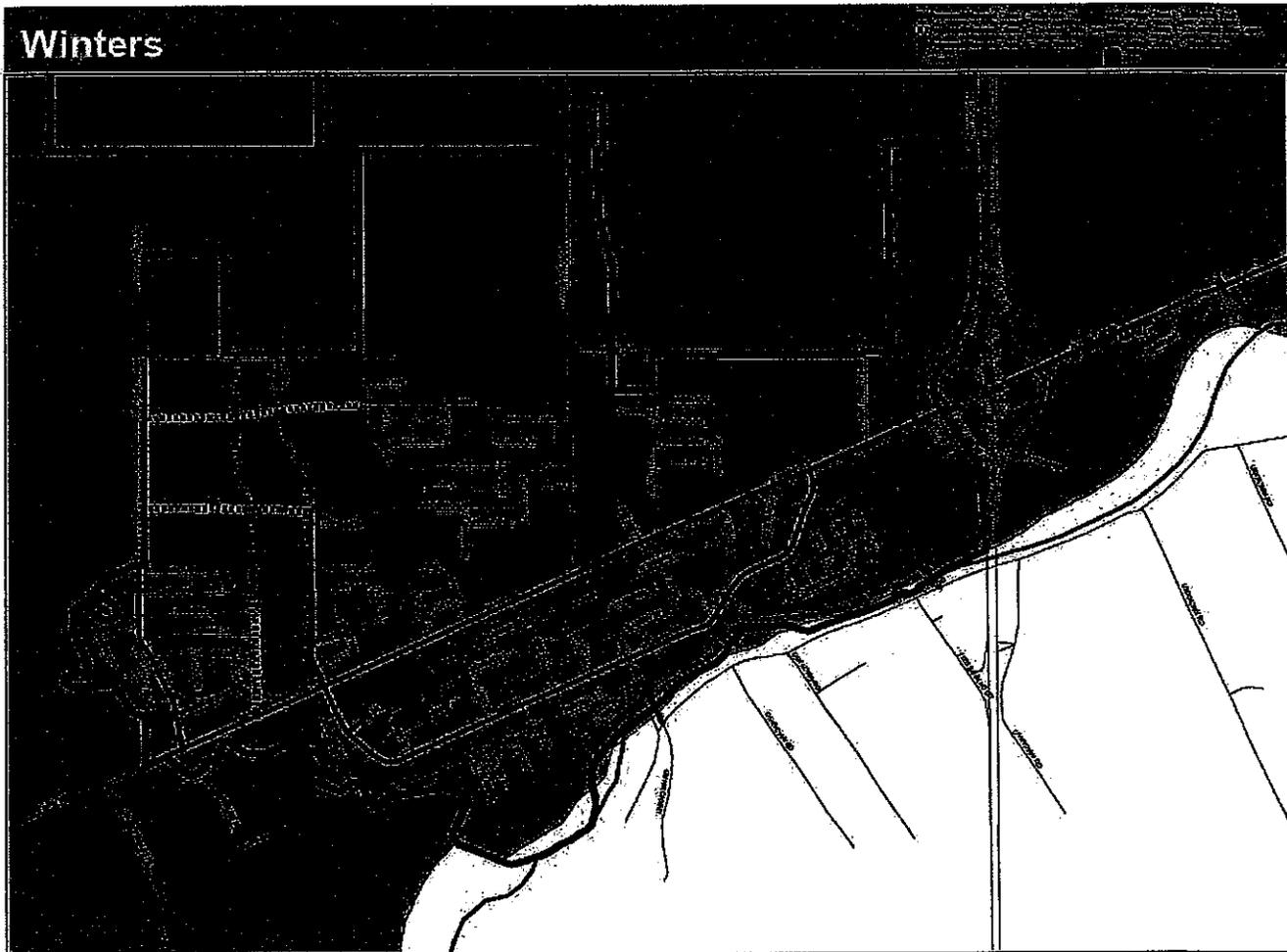
Goal IX Funding

- 9.1 Identify current regional, state, and federal funding programs, along with specific funding requirements and deadlines.
- 9.2 Encourage multi-jurisdictional funding applications.
- 9.3 Develop a prioritized list of improvements along with detailed cost estimates, and identify appropriate funding sources for each proposal.
- 9.4 Include bikeway improvements in the City's Capital Improvement Plans and Master Plans.
- 9.5 Recommend bike improvements or a donation into a transportation improvement fund for all major residential development projects with 100 new dwelling units or more.

SECTION 5: PROPOSED BIKEWAY PROJECTS AND SYSTEM

5.1 Key Objectives of the Bicycle Network

The recommended bikeway system consists of a system of routes connecting residential neighborhoods in Winters with the schools, parks, Community Center, library, downtown, and other destinations. The proposed system is shown in Figure.



The top five (5) fundable projects were selected by staff based on the orientation of funding programs and the planning criteria outlined in the Master Plan (coverage, connectivity, user groups, implementation, local input, funding sources). These projects are:

- 1) **SR 128 from East Main Street to I-505 Interchange- Class I/II bike lanes and pedestrian facilities**
- 2) **Bike/ Pedestrian Upgrade- SR 128/ Grant Ave. from Railroad Avenue to Main Street**
- 3) **SR 128 from the I-505 Interchange to El Rio Villa- Yolo Housing**
- 4) **Class I Trail- Putah Creek Pedestrian and Bike Bridge**
- 5) **Class I- West section of Main Street**

These five projects meet immediate needs in Winters, help overcome existing barriers, serve virtually all of the city's activity centers, and link all four quadrants of the community. Each project is presented on its own project sheet, which provides key information on the proposal

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including cost and location. The project sheets are designed to be used as a direct resource and addendum to funding applications.

5.2 Criteria for bicycle route selection and proposed level of improvement

A bikeway “system” is a network of bicycle routes that, for a variety of reasons, provide a superior level of service for bicyclists and/or are targeted for improvements by the city as a result of existing deficiencies. It is important to recognize that, by law, bicyclists are allowed on all streets and roads regardless of whether they are a part of the bikeway system. **The bikeway system is a tool that allows the city to focus and prioritize implementation efforts where they will provide the greatest benefit to the bicycling community.**

There is an established methodology for selecting a bikeway system for any community. The primary method is to receive input from the local bicycling community and local staff who are familiar with the best routes and existing constraints and opportunities. Input can be received through a variety of means, but typically is through the public workshop format. Surveys of bicyclists and the community as a whole can also serve a valuable role in this process as well.

The following criteria are typically used to develop a bicycle system:

1. Existing Bicycling Patterns
 - a. Connectivity
2. Traffic volumes and travel speeds
3. Amount of side friction (driveways, side streets)
4. Curb-to-curb width
5. Pavement condition
6. Access from residential areas
7. Number of destinations served
 - a. Schools
 - b. Parks
 - c. Employment centers
 - d. Multi-modal terminal at Rotary Park
8. Topography
9. Integration into the regional system
10. Adjacent land use
11. On-street parking
12. Accident data and safety concerns
13. Existing bottlenecks or constraints
14. Existing opportunities such as planned roadway improvements

The Winters bikeway system was relatively easy to develop because of the small size of the community, and the street grid pattern which offered several distinct through corridors which connected residential areas with activity centers such as downtown, schools, and parks. The bikeway plan is also aided through subdivision planning, which incorporates bike lanes

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throughout the projects, and the Complete Streets Plan which addresses key bike and pedestrian needs along the city's busiest corridor.

Once a bikeway system has been identified, the greatest challenge is to identify the segments that will offer the greatest benefit to bicyclists in the next five years. Aside from the criteria used in developing the system as a whole, selection of these top projects is based on (a) cost and construction feasibility given existing traffic, safety, and environmental constraints, (b) need and benefit, and (c) strength of the project as measured by specific funding criteria.

Finally, it is important to remember that the bikeway system and the top projects are flexible concepts that serve as guidelines to those responsible for implementation. The system and segments themselves will change over time as a result of changing bicycling patterns and implementation constraints and opportunities.

Table 6: SACOG Project List for Winters, CA

Project Type	Project Location	Segment	Existing Plan	Est. Cost
Class I Trail	Yolo County/City of Winters	From Yolo County Housing authority into the City of Winters- class I pedestrian/bicycle facility to provide connectivity		TBD
Pedestrian Upgrade	Grant Avenue (SR 128) /Morgan St Intersection	Pedestrian circulation & safety improvements	Morgan Street Area Circulation Study	\$250,000
Pedestrian Upgrade	Winters	New sidewalks on: Edwards St., Grant Ave., & Hemenway St.		\$188,506
Pedestrian Upgrade	Winters	Pedestrian improvements at multiple intersections: Railroad Ave/Main St, Railroad Ave/Abbey St, E Main St/Elliot St, Main St/First St, Main St/Second St	City of Winters Downtown Master Plan	\$500,000
Class I Trail	Winters	Putah Creek Pedestrian and Bike Bridge	Putah Creek Park Master Plan	\$850,000
Pedestrian Upgrade	Winters	Railroad Avenue to East Main Street	City of Winters Complete Streets- Grant Ave Corridor Plan	\$600,000
Bike/ Pedestrian Upgrade	Winters	SR 128 from East Main Street to I-505 Interchange- Class I/II bike lanes and pedestrian facilities.	City of Winters Complete Streets- Grant Ave. Corridor Plan	TBD
Bike/ Pedestrian Upgrade	Winters	SR 128/Grant Ave from Railroad Ave. to East Main Street- Sidewalk/Class I/II Bike Improvements	City of Winters Complete Streets- Grant Ave Corridor Plan	TBD
Bike/ Pedestrian Upgrade	Winters	SR 128 from the I-505 Interchange to El Rio Villa- Yolo Housing- Bike and Pedestrian Facilities	City of Winters Complete Streets- Grant Ave. Corridor Plan	TBD
Pedestrian Upgrade	Winters	Morgan Street Roundabout and Pedestrian Facilities	City of Winters Complete Streets- Grant Ave Corridor Plan	\$550,000
Class I	Winters	West section of Main Street	City of Winters Grant Ave	\$550,000

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Trail		Corridor Plan	
TOTAL (does not reflect those projects with costs to be determined)			\$3,988,506

5.3 Bicycle Parking and Other Support Facilities

Bike racks are provided at local schools in Winters, but overall the lack of safe and secure bicycle parking is a concern of bicyclists who may wish to ride to work or shops in town. Theft and vandalism of bicycles, especially now that bicycles are often worth in excess of \$500 or \$1,000 is a major impediment to bicycle riding. Bicycle parking includes standard bike racks, covered lockers, and corrals. A systematic program to improve the quality and increase the quantity of bicycle parking facilities is required in Winters. The proposed performance standards to supplement grant programs are presented in the following actions.

Standard 1:

Bike racks and lockers should be provided at all public destinations, including the bus station, community center, parks, schools, and City Hall. All bicycle parking should be in a safe, secure, covered area (if possible). Commuter locations should provide secure indoor parking, covered bicycle corrals, or bicycle lockers. A program to fund and install these facilities should be started immediately as a joint-agency project in Winters .

Standard 2:

All new commercial development or redevelopment in excess of 10,000 gross leasable square feet should be required to provide one approved bicycle rack per 30 employees. All bicycle racks should be located in safe, secure, covered areas, be anchored to the ground, and allow bicycles to lock both frame and wheels.

Standard 3:

Bicycle parking locations in downtown and other employment areas (such as parking lots) where centralized public covered bicycle parking identified in this plan (see Figure 4) should be installed. These facilities may charge a small user fee and/or be subsidized by nearby employers.

Standard 4:

A special program to construct bicycle corrals at all elementary, intermediate, middle, and high schools in Winters should begin immediately. These simple enclosed facilities are locked from the beginning to the end of school, and address the theft and vandalism concerns of students.

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Multi-modal Facilities

Yolo Bus, which provides bus service to Yolo County cities and communities, has a number of bicycle carriers on its buses. Winters is served by Yolo Bus every day and the buses that travel to the City frequently contain bicycle carriers. No new facilities are planned at this time.

SECTION 6: BICYCLE FACILITY DESIGN GUIDELINES

6.1 Design and Performance Standards

This section provides detail on the recommended design and operating standards for the Winters Bikeway System, along with implementation guidelines for on-street and off-street facilities.

Bicycle Design Standards and Classifications

National design standards for bikeways have been developed by the American Association of Highway and Transportation Officials (AASHTO) and the California Department of Transportation (Caltrans). The Caltrans Highway Design Manual, Chapter 1000: Bikeway Planning and Design serves as the official design standard for all bicycle facilities in California. Design standards in Chapter 1000 fall into two categories, mandatory and advisory. Caltrans advises that all standards in Chapter 1000 be followed, which also provides a measure of design immunity to the city. Not all possible design options are shown in Chapter 1000. For example, intersections, ramp entrances, rural roads and a variety of pathway locations are not specified in the Caltrans Highway Design Manual.

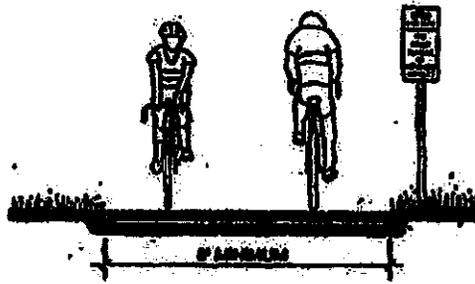
Key Operating and Design Definitions:

<i>Bicycle</i>	A device upon which any person may ride, propelled exclusively by human power through a belt, chain, or gears, and having either two or three wheels in tandem or tricycle arrangement.
<i>Class I Bikeway</i>	Variouly called a <i>bike path</i> or multi-use trail. Provides for bicycle travel on a paved right-of-way completely separated from any street or highway.
<i>Class II Bikeway</i>	Referred to as a <i>bike lane</i> . Provides a striped lane for one-way travel on a street or highway.
<i>Class III Bikeway</i>	Referred to as a <i>bike route</i> . Provides for shared use with pedestrian or motor vehicle traffic.

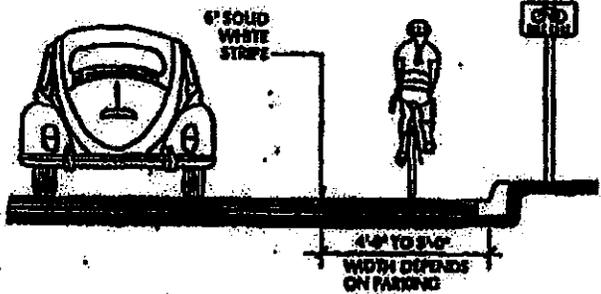
The following tables specify the requirements for Classes I, II, and III.

Figure 7:
Bike Paths, Lanes and Routes

BIKE PATH



BIKE LANE



BIKE ROUTE



Winters Bikeway System Master Plan

Table 7: Class I Bicycle Path Specifications

		Thickness	
Pavement Type:	Recycled Asphalt(1)	3"	7.5 cm
	Asphalt(1)	3"	7.5 cm
	Concrete	3"	7.5 cm
Sub-base:	Granite	4-6"	10-15 cm
	Gravel	4-6"	10-15 cm
Shoulders:	Decomposed Granite	4-6"	5-10 cm
Width:			
	Minimum	8'	2.5 cm
	Preferred	12'	3.5 cm
Shoulders:		2'-3'	75 cm – 1 m
Lateral Clearance		2'-3'	75 cm – 1 m
Vertical Clearance		8'	2.5 m
	W/Equestrians	12'	3.5 m
Striping (solid yellow line)		4"	8 cm
Signing		see MUTCD	
Cross Slope		2%	
Min. Separation from Roadway(2)		5'	
Design Speed		15-20 mph	
Maximum Superelevation		12%	
Maximum Grades		5%	
Barrier Posts		5' min. spacing	

(1) May be unsuitable for bike paths located in stream channels because of asphalt oils.

(2) Unless physical barrier provided.

Source: Caltrans Highways Design Manual, Chapter 1000

Table 8: Class II Bicycle Lane Specifications

Minimum Widths	Adjacent Parking	5'	1.6 m
	No Parking(1)	4'	1.25 m
	Combination Parking Lane(2)	11' – 12'	3.4 – 3.6 m
Striping	6" solid white stripe (outside)		
	4" solid white stripe (inside)		
Signing	R81 Bike Lane sign		
Beginning of all bike lanes			
Far side of all arterial crossings			
Major change of directions			
Maximum ½ mile intervals			
Pavement Markings	Bike Lane		Far side of intersection
	Directional Arrow		Far side of intersection
Dashed Lines	200' from intersection		

(1) Minimum of 3' between stripe and gutter joint.

(2) Rolled curb, 11'; vertical 12'.

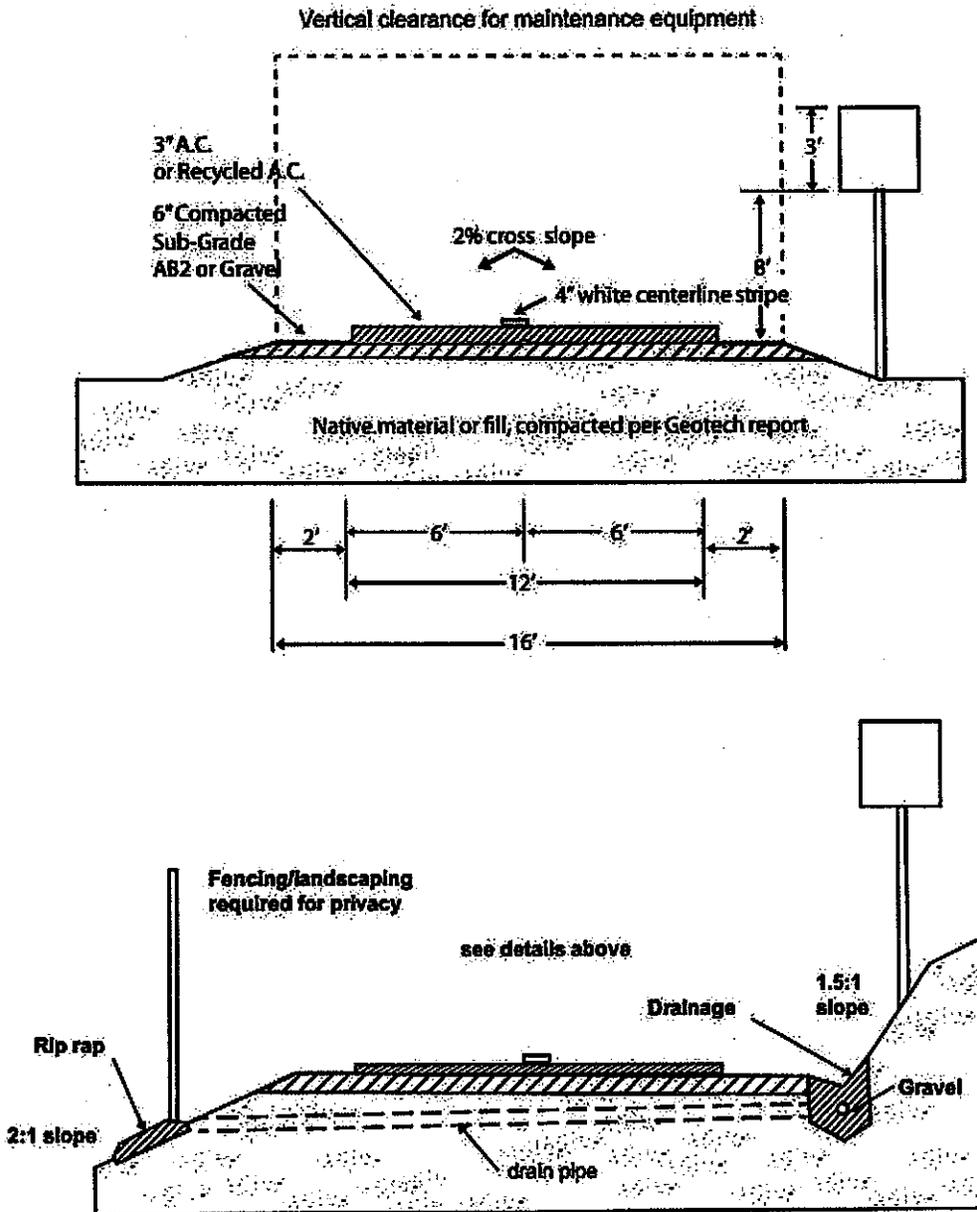
Source: Caltrans, Highway Design Manual, Chapter 1000, MUTCD.

6.2 General Design Recommendations

- A. All Class I bike paths should generally conform to the design recommendations in Table and Figure
- B. All Class II bike paths should generally conform to the design recommendations in Table and Figure .
- C. Multi-use trails and unpaved facilities that serve primarily a recreation rather than a transportation function and will not be funded with federal transportation dollars may not need to be designed to Caltrans standards.
- D. Class I bike path crossings of roadways require preliminary design review. A prototype design in presented Figure . Generally speaking, bike paths that cross roadways with ADTs over 20,000 vehicles will require signalization or grade separation. No bike paths or multi-use trails are proposed to cross Grant Avenue (S.R. 128) in Winters, which represents the only street that is close to these volumes.
- E. Landscaping should generally be low water, native vegetation.
- F. Lighting should be provided where the bike path will be used by commuters.
- G. Barriers at pathway entrances should be clearly marked with reflectors and ADA accessible (minimum 5 feet clearance).
- H. Bike path construction should take into account impacts of maintenance and emergency vehicles on shoulders and vertical requirements.
- I. Provide 2 feet wide unpaved shoulders for pedestrians/runners, or separate tread way where feasible. Direct pedestrians to right side of pathway with signing and stenciling.
- J. Provide adequate trailhead parking and other facilities such as restrooms, drinking fountains at appropriate locations.
- K. Sidewalk bike paths or pathways parallel to roadways should be discouraged, especially where there is heavy pedestrian traffic or numerous curb cuts, driveways, or side streets. Pathways may be located next to existing roadways if there is a minimum 5 feet setback or physical barrier.
- L. Intersection and interchange treatment. Caltrans provides recommended intersection treatments in Chapter 1000 including bike lane “pockets” and signal loop detectors. The Department of Public Works should develop a protocol for the application of these recommendations, so that improvements can be funded and made as part of regular improvement projects. Figure (class II bike lanes at intersections) and Figure (recommended Right Turn Channelization) provides details for recommended intersection treatments.
- M. Bike lane pockets (minimum 4 feet wide) between right turn lanes and through lanes should be provided wherever available width allows, and right turn volumes exceed 150 motor vehicles/hour.

6.3 Bike Lanes

Figure 8: Class I Bicycle Path Cross Section



6.4 Signage and Markings

**Figure 9:
Class I Bicycle Path Crossing Prototype**

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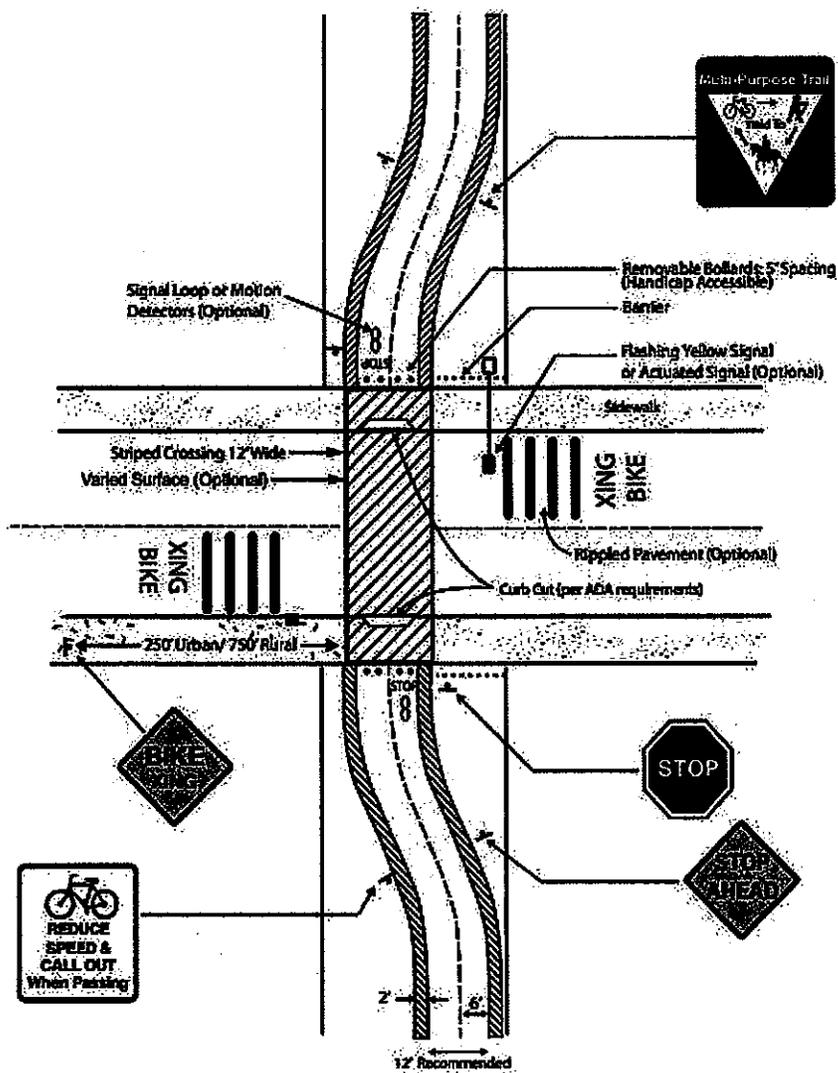
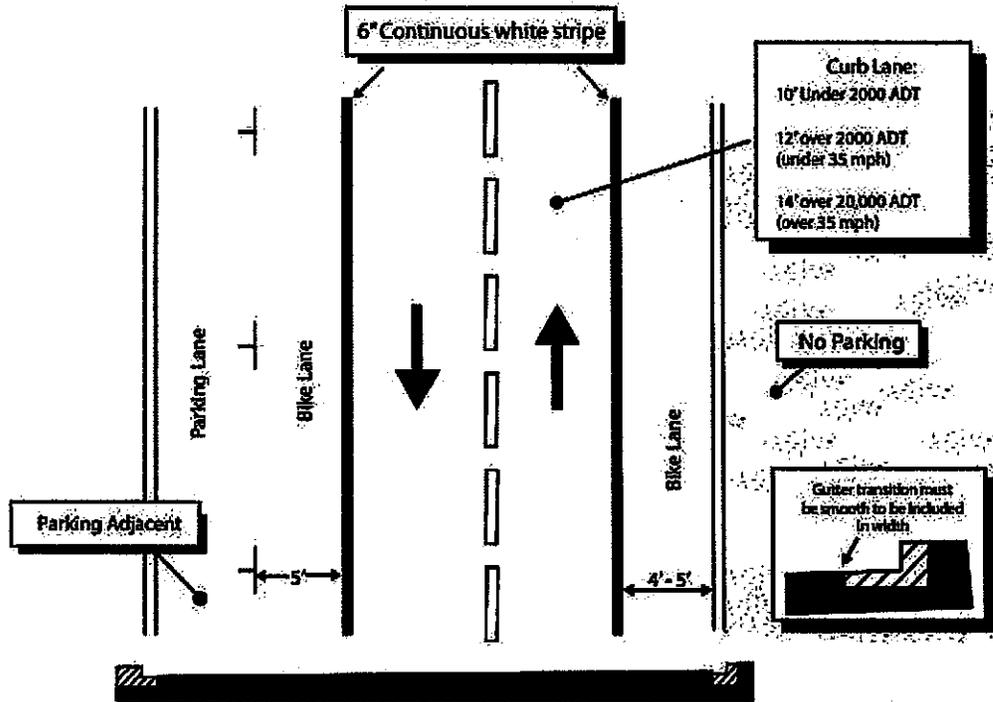


Figure 10:
Class II Bike Lane Cross Section

Winters Bikeway System Master Plan



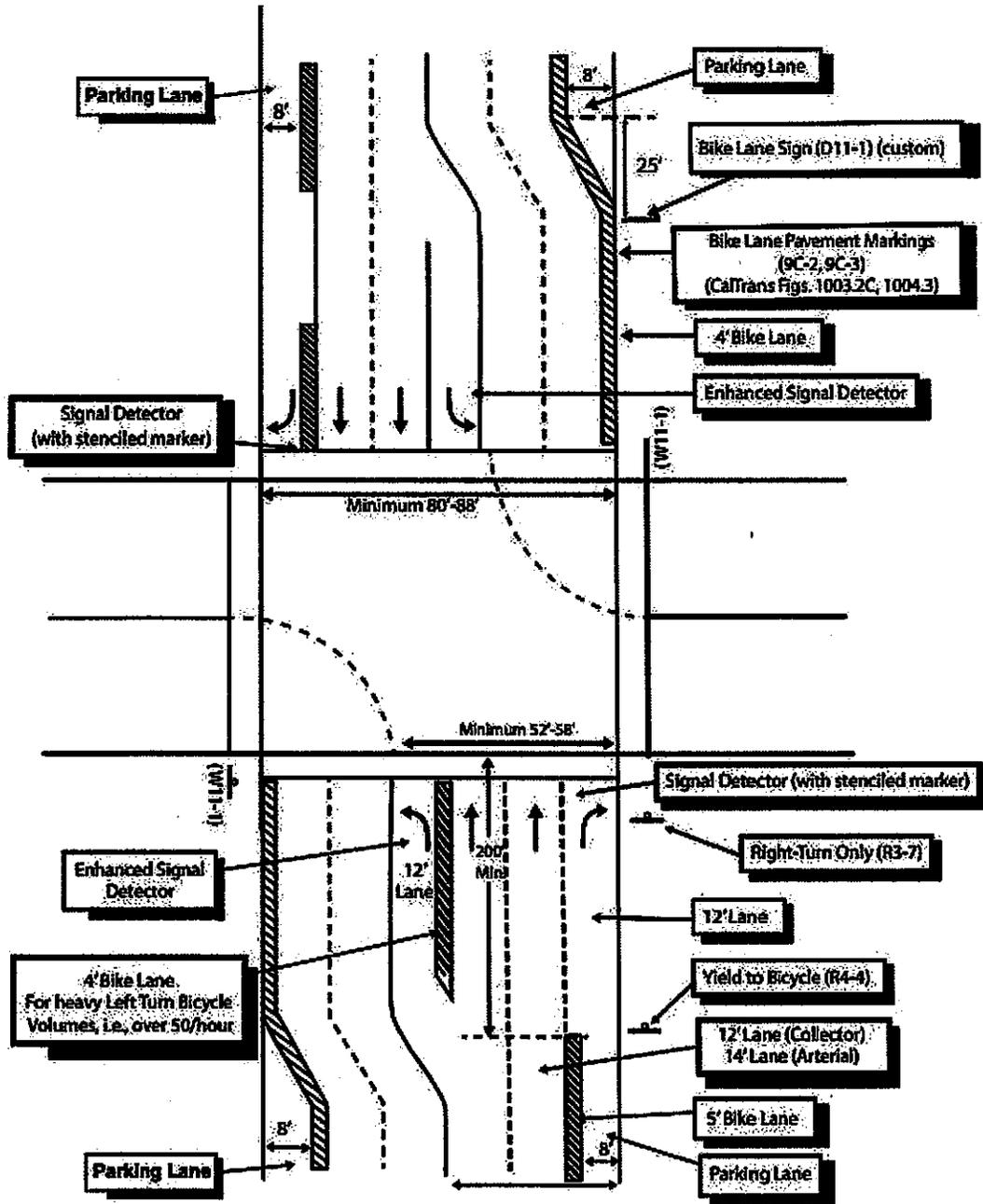
Minimum Street Widths to Accommodate Bike Lanes									
	2-Lanes/Parking			4-Lanes/Parking			6-Lanes/Parking		
	0	1	2	0	1	2	0	1	2
> 2,000	28'	35'	44'	48'	56'	62'	N/A	N/A	N/A
2,000 - 20,000 ADT	32'	41'	50'	56'	65'	74'	80'	89'	98'
20,000 + ADT Under 35 MPH	32'	41'	50'	56'	65'	74'	80'	89'	98'
20,000 + ADT Over 35 MPH	36'	45'	54'	60'	69'	78'	84'	93'	102'

Note: Assumes curb to curb with smooth gutter transition. Assumes no medians.

6.5 Treatments at Intersections

Figure 11: Bike Lane Intersection Design

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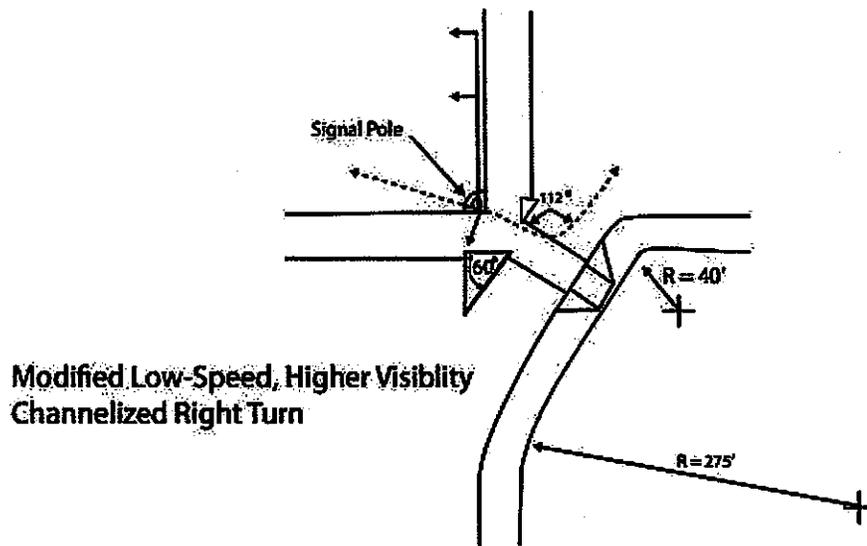
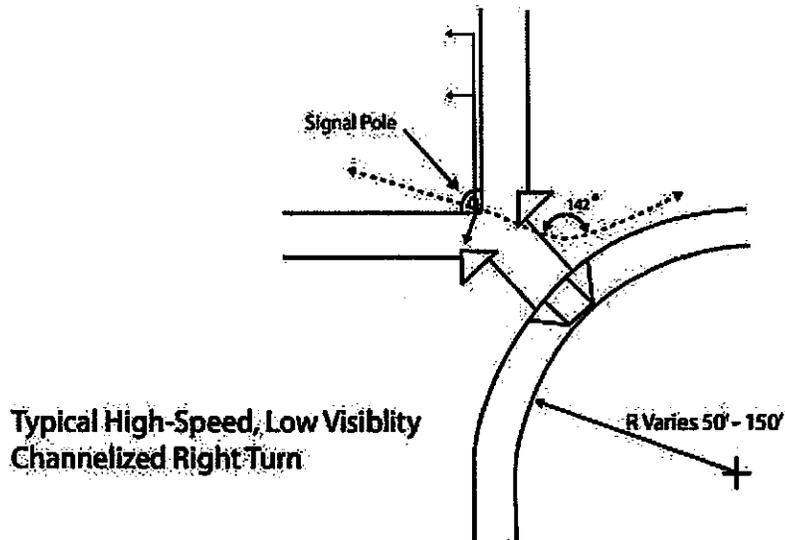


Figure: Recommended Right Turn Channelization

4.2.4 On-Street Bikeway Implementation Steps

The translation of a bikeway system map to actual improvements in the field is generally under the purview of the City's Department of Public Works (DPW). Aside from meeting specific

Winters Bikeway System Master Plan

roadway standards for motor vehicle traffic, the Department of Public Works must consider on-street parking, drainage, pedestrian movement, signals, traffic volumes and speeds, roadway capacity and level of service, mixture of trucks, maintenance, among a variety of items.

One goal of the Bikeway System Master Plan is to enhance bicycling conditions on the entire City street system. The following implementation steps are recommended for each proposed corridor, which may have roadway conditions (lane width, traffic volumes, etc.) that vary every block.

Perform a Preliminary Design Study

A preliminary design study of the top priority bikeway corridors is included in this plan. The recommendations must be reviewed and approved by the DPW, collecting the following information for review: (a) as-built plans (if available), (b) curb-to-curb widths, (c) total public right-of-way width, (d) lane configuration, (e) location of all surface utilities, (f) ADT volumes, and (g) posted speeds and average speeds. Some of this data collection work has been conducted as part of this plan.

Install Bike Lanes Where Feasible

Where an entire corridor has an existing curb lane of at least 17 feet and ADT volumes over 2,000 vehicles per day, select a Class II bike lane treatment. Streets with volumes under 2,000 vehicles per day do not require bike lanes and may be signed as Class III bike routes. Bike lanes must be able to be installed at minimum lengths of one half (½) mile, otherwise Class III bike route treatments should be selected. Where curb lanes are less than 17 feet, examine existing striping and on-street parking. Travel and parking lane standards are shown in Table 4 below.

Table 4 Actions to Install Bike Lanes (subject to approval of City Engineer)
1. Review current ADT and peak hour traffic volumes: eliminate unneeded travel lanes based on long term traffic volumes.
2. Review current turning movements. Remove continuous median turn lanes where turning movements are low.
3. Review current on-street parking. Consider the removal of on-street

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<p>Table 4</p> <p>Actions to Install Bike Lanes</p> <p>(subject to approval of City Engineer)</p>
<p>parking when peak demand is less than 20%.</p>
<p>4. Reduce all travel lanes to 12 feet. Where ADTs are between 5,000 and 10,000 ADT, consider reducing lanes to 11 feet. Where ADTs are under 5,000 vehicles, consider reducing travel lanes to 10 feet.</p>
<p>5. Reduce median turn lanes to 12 feet on arterials, 11 feet on collectors.</p>
<p>6. Complete bike lane striping and signing plan.</p>

Install Class III Bike Route

Where Class II bike lanes cannot be installed after the steps described above, or where ADT volumes are under 2,000 vehicles per day, a Class III route should be installed. Caltrans describes Class III bike routes as providing a continuous bikeway system on corridors where bike lanes are either not feasible or required. The decision to sign a bicycle route should be based on the advisability of encouraging bicycle travel in the corridor, based on existing usage by bicycles, comparative directness and comfort of the route compared to other alternative corridors, lower traffic volumes and speeds, wider curb lanes, presence of intersection control measures, a higher level of maintenance, surface imperfections or irregularities removed, and/or lack of on-street parking. While Caltrans only identifies signing for bike routes, maximizing the width of the curb lane is considered an essential element of this plan. Minimum curb lane widths are described in the Federal Highway Administration document “Selecting Roadway Design Treatments to Accommodate Bicycles” and in Table 5 below.

<p>Table 5</p> <p>Actions to Install Class III Bike Routes</p> <p>(subject to approval by City Engineer)</p>
<p>1. Review steps described in Table 1 for bike lanes concerning eliminating or reducing travel and parking lanes.</p>

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<p>Table 5 Actions to Install Class III Bike Routes (subject to approval by City Engineer)</p>
<p>2. Provide a minimum of 12 feet curb lane on all local and collector streets with adequate sight distance, an average mix of truck/bus traffic, average speeds under 30 mph, and ADTs under 10,000 vehicles per day (vpd).</p>
<p>3. Provide a minimum 14 feet wide curb lane on all local and collector streets with adequate sight distance, an average mix of truck/bus traffic, average speeds under 40 mph, and ADTs over 10,000 vpd.</p>
<p>4. Provide a minimum of a 15 feet wide curb lane on all collector and arterial streets with adequate sight distance, an average mix of truck/bus traffic, average speeds over 40 mph, and ADTs over 10,000 vpd.</p>

Where bike lanes or bike routes that meet the curb lane standards identified in Table cannot be met, an alternate route for less experienced bicyclists needs to be identified. The city may consider changing the primary route altogether to a street with less traffic, lower speeds, and/or more right-of-way.

Signage and Markings

All bikeway signing in Winters should conform to the signing identified in the Caltrans Traffic Manual and/or the Manual on Uniform Traffic Control Devices (MUTCD). These documents give specific information on the type and location of signing for the primary bike system. A list of bikeway signs from Caltrans and the MUTCD are shown in the following table () and typical signing for a school commute corridor is shown in figure __. A typical bike route sign is shown in Figure __.

Table 7: Recommended Signing and Marking

Recommended Signing and Marking

<u>Item</u>	<u>Location</u>	<u>Color</u>	<u>MUTCD Designation</u>
No Motor Vehicles	Trail entrances		R5-3

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Use Ped Signal/Yield to Peds	At crosswalks; where Sidewalks are being used	R9-5 R9-6
Bike Lane Ahead: Right Lane Bikes Only	At beginning of bike lanes	R3-16 R3-17
STOP, YIELD	At trail intersections with Red Roads & Coastal Rail Trails	R1-1 R1-2
Bicycle Crossing	For motorists at trail crossings	W11-1
Bike Lane	At the far side of all arterial Intersections	D11-1
Hazardous Condition	Slippery or rough pavement	W8-10
Turns and Curves	At turns and curves which exceed 20 mph design specifications	W1-1,2 W1-4,5 W1-6
Trail Intersections	At trail intersections where no STOP or YIELD required, or sight lines limited	W2-1, W2-2 W2-3, W2-4,W2-5
STOP Ahead	Where STOP sign is obscured	W3-1
Signal Ahead	Where signal is obscured	W3-3
Bikeway Narrows	Where bikeway width narrows or is below 8'	W5-4
Downgrade	Where sustained bikeway gradient is above 5%	W7-5
Pedestrian Crossing	Where pedestrian walkway crosses trail	W11A-2

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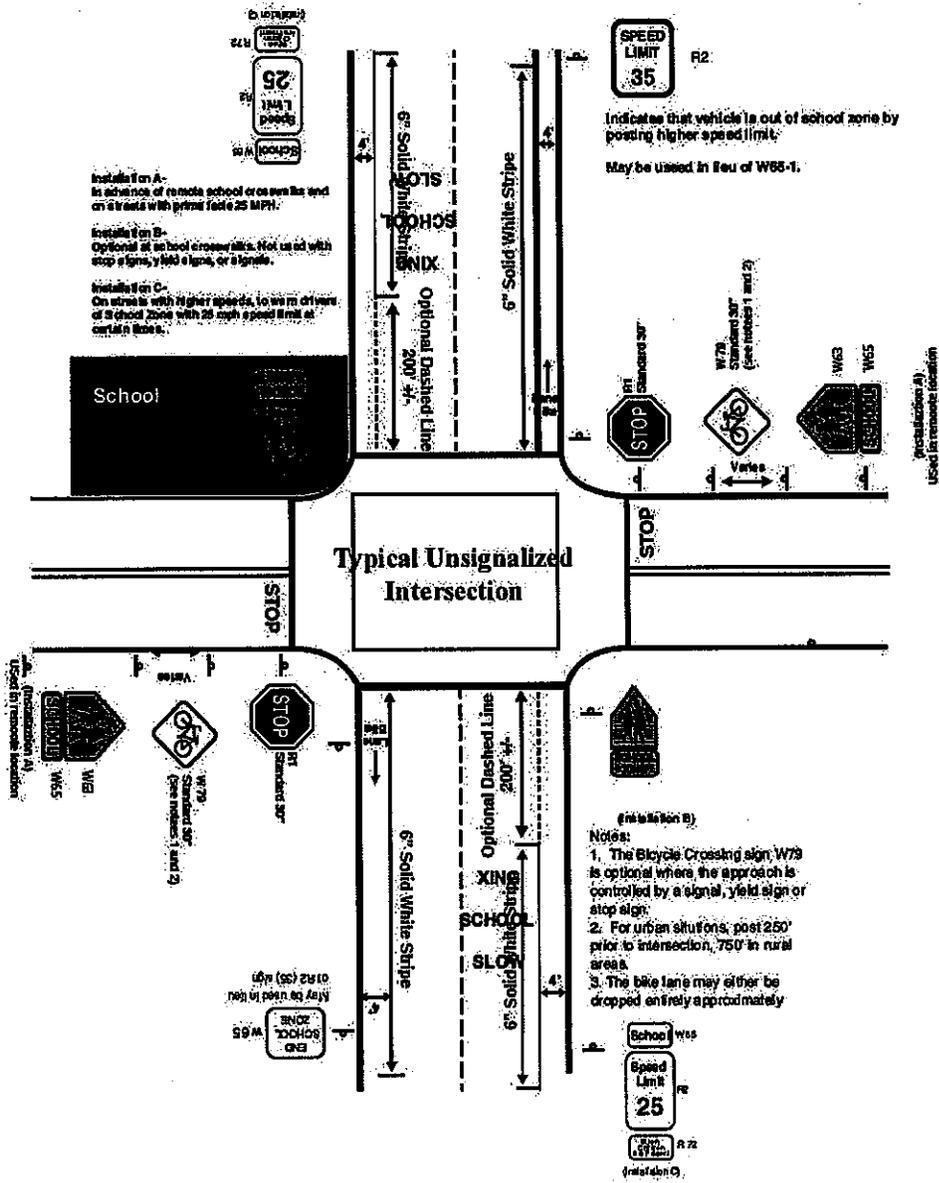
Railroad Crossing	Where trail crosses railway tracks at grade	W10-1
Directional Signs	At intersections where access to	D1-1b(r/l)
	Major destinations is available	D1-1(c)
Right Lane Must Turn Right	Where bike lanes ends before	R3-7
	Intersection	R4-4
Coastal Rail Trail	Trail logo: at all trail entrances, major intersections, major access points	n/a
Trail Regulations	All trail entrances	n/a
Multi-purpose Trail: Bikes	All trail entrances	n/a
Yield to Pedestrians		
Bikes Reduce Speed & Call Out Before Passing	Every 2,000 feet	n/a
Please Stay On Trail	In environmentally sensitive areas	n/a
Caution: Storm Damaged Trail	Storm damaged locations	n/a

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Trail Closed: No Entry Until Made	Where trail or access points	n/a
Accessible & Safe for Public Use	closed due to hazardous conditions	
Speed Limit Signs	Near trail entrances: where speed Limits should be reduced from 20 mph	n/a
Trail Curfew 10PM – 5AM	Based on local ordinance	n/a

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Figure: Signs and Markings within School Zones



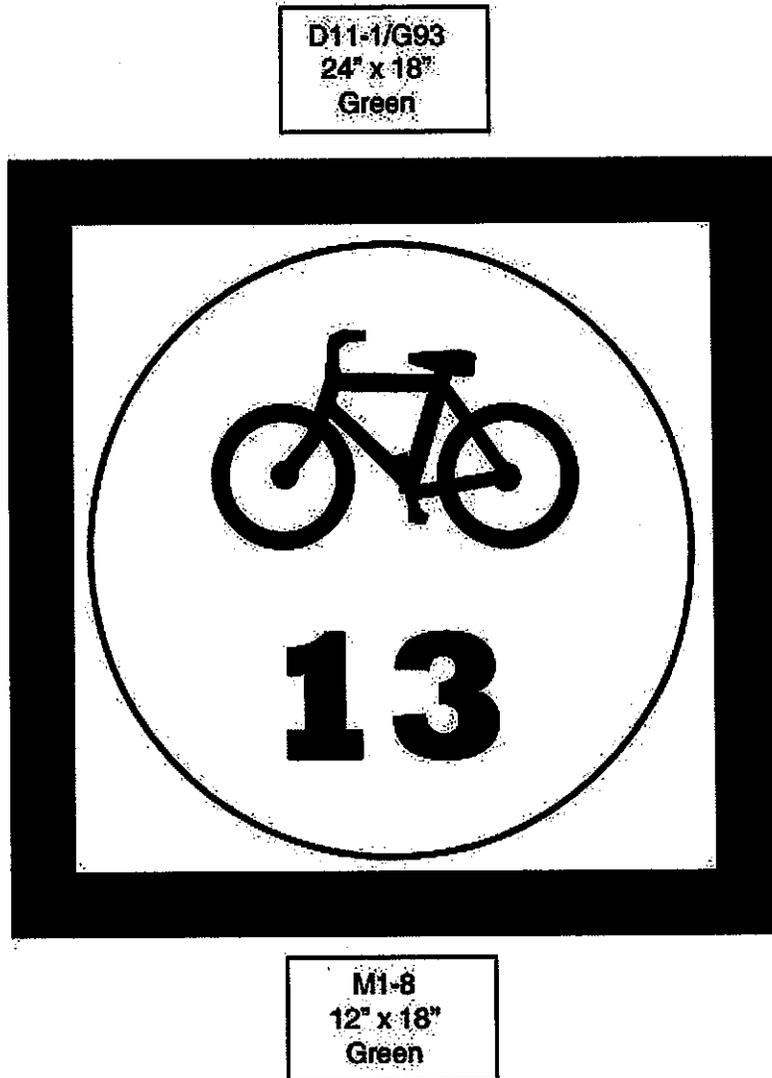
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Figure: Bike Route Sign



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Figure: Numbered Bike Route Sign



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Figure: Signing at Unsignalized Intersections

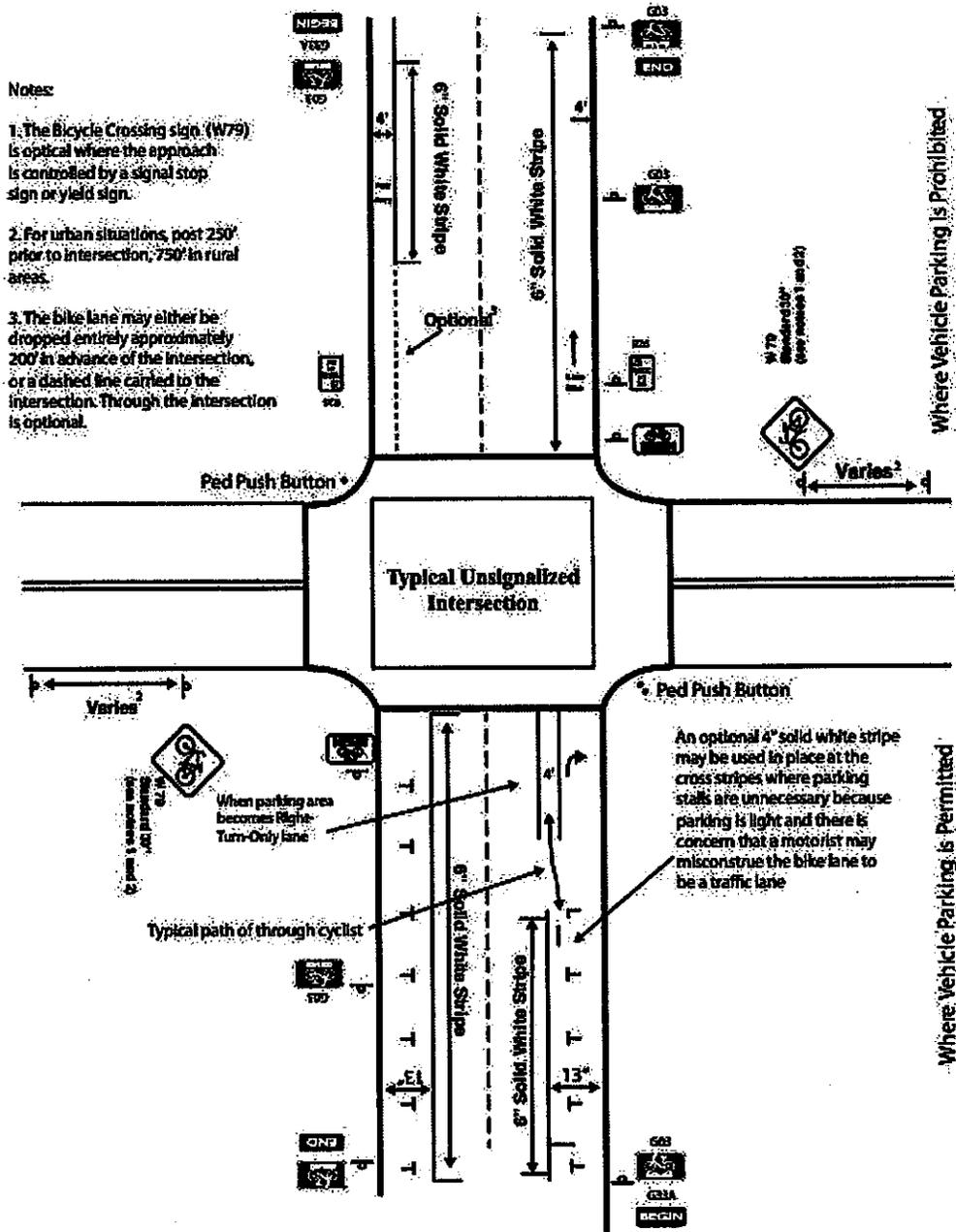


Figure: Signing at Signalized Intersections

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Figure: Warning Signs

Maintenance

The total annual maintenance cost of the primary bikeway system is estimated to be \$6,895 when it is fully implemented. All of the maintenance costs are associated with the proposed Putah Creek Pathway, as bike lanes and routes are assumed to be maintained as part of routine roadway maintenance. Class I bike path maintenance costs are based on \$10,335 per mile, which covers labor, supplies, and amortized equipment costs for weekly trash removal, monthly sweeping, and bi-annual resurfacing and repair patrols.

Table 8: Bikeway Maintenance Check List

<u>Item</u>	<u>Frequency</u>
Sign replacement/repair	1 – 3 years
Pavement marking replacement	1 – 3 years
Tree, shrub & grass trimming/fertilizing	5 months – 1 year
Pavement sealing/potholes	5 – 15 years (1)
Clean drainage system	1 year
Pavement sweeping	Weekly – monthly/as needed
Shoulder and grass mowing	Weekly/as needed
Trash disposal	Weekly/as needed
Lighting replacement/repair	1 year
Graffiti removal	Weekly – monthly/as needed
Maintain furniture	1 year
Fountain/restroom cleaning/repair	Weekly – monthly/as needed
Pruning	1 – 4 years
Bridge/tunnel inspection	1 year
Remove fallen trees	As needed
Weed control	Monthly/as needed
Remove snow and ice	Weekly/as needed
Maintain emergency telephones, CCTV	1 year
Maintain irrigation lines	1 year

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Irrigate/water plants

Weekly – monthly/as needed

(1) Annually in areas with snow.

Source: Trails for the 21st Century, 1993.

Education and Enforcement

Community and Employer Outreach

Without community support, a bicycle and pedestrian plan lacks the key resources that are needed to ensure implementation over time. While the City Public Works Department may be responsible for overseeing the design and construction of physical improvements, strategies for community involvement will be important to ensuring broad-based support – which translates into political support – which can help secure financial resources. Involvement by the private sector in raising awareness of the benefits of bicycling and walking range from small incremental activities by non-profit groups, to efforts by the largest employers in the City. Specific programs are described below.

5.1.1 Bicycle Donation Program

A fleet of lender bicycles available to employees to use as a commute alternative has proved successful in Portland and other U.S. cities. The bicycle may be purchased new or obtained from police auctions, repaired, painted and engraved with ID numbers, and made available free of charge to employees. Depending on demand, bicycles may be made available through reservations or on a rotating basis. The bicycles themselves should be lower-end heavy-duty bicycles that have minimal re-sale value. Employer’s responsibilities would be limited to an annual maintenance inspection and repairs as necessary. The objective of the program is to encourage employees to try bicycling to work as an alternative, without making a major investment. Employers may wish to allow bicycle commuters to leave 15 minutes early from work, or some other type of incentive to encourage use of the bicycles. It is recommended that the City of Winters be the first to try this program, and to encourage private employers to follow suit by offering TDM credits or subsidized purchases of bicycles.

5.1.2 Bicycle Clunker and Parts Program, Bicycle Repair Program

This program ties directly into the previous program by obtaining broken, stolen, or other bicycles and restoring them to working condition. The program’s dual mission is also to train young people (ages 12-18) how to repair bicycles as part of a summer jobs training effort. Bicycles are an excellent medium to teach young people the fundamentals of mechanics, safety, and operation. Young people can use these skills to maintain their own bicycles, or to build on related interests. The program is often staffed by volunteers from local cycling organizations and bicycle shops, who can help build an interest in bicycling as an alternative to driving. The

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seed money to begin this program often comes from a local private funding source. The proposal to this source should clearly outline the project objectives, operating details, costs, effectiveness evaluation, and other details. The bicycles themselves could be derived from unclaimed stolen bicycles from the police department, or from donated bicycles. The program will need to qualify as a Section 501C (3) non-profit organization to offer tax deductions.

5.1.3 Bicycle Facilities Map

Work with the Yolo-Solano Air Quality Management District, Parks & Recreation, the School District, Chamber of Commerce, and local businesses to produce bicycle/walking map that shows existing and recommended touring and commuting bicycle routes, access to regional bike routes, historic walking tours, and school commute routes.

5.1.4 Community Adoption

Programs to have local businesses and organizations “adopt” a pathway such as the Putah Creek Pathway have proven effective around the country, similar to the adoption of segments of the Interstate Highway System. Supporters would be identified by small signs located along the pathway, acknowledging their contribution. Support would be in the form of an annual commitment to pay for the routine maintenance of the pathway, which in general costs about \$10,335 per mile. This program may be administered by the Department of Public Works or other groups.

5.1.5 Bike Fairs and Races

The City is well positioned to capitalize on the growing interest in on-road and off-road bicycle races and criteriums. Given the City’s proximity to major bicycling centers such as Davis and location on existing major bicycling routes, the market for such events would be tremendous. Events would need to be sponsored by local businesses, and involve some promotion, insurance, and development of adequate circuits for all levels of riders. It is not unusual for these events to draw up to 1,000 riders, which could bring some needed off-season activity into the City.

The City can assist in developing these events by acting as a co-sponsor, and expediting and possibly underwriting some of the expense of – for example – police time. The City should also encourage these events to have races and tours that appeal to the less experienced cyclist. For example, in exchange for underwriting part of the costs of a race the City could require the event promoters to hold a bicycle repair and maintenance workshop for kids, and a tour of the route lead by experienced cyclists who could show less experienced riders how to safely negotiate city streets.

Winters Bikeway System Master Plan

5.1.6 Employer Incentives

Beyond programs described earlier such as the Bicycle Donation Program, employer incentives to encourage employees to try bicycling or walking to work include sponsoring bike fairs and races, providing bicycle lockers and shower facilities, and offering incentives to employees who commute by bicycle or walk by allowing for more flexible arrival and departure times. The City may offer incentives to employers to institute these improvements through air quality credits, lowered parking requirements, reduced traffic mitigation fees, or other means.

5.2 Bicycle and Pedestrian Safety Education Programs

The Winters Bicycle System Master Plan provides both physical recommendations (such as bike lanes) and program recommendations. Some of program recommendations, such as changes in zoning requirements for bicycle parking, have already been covered. This section covers future efforts to educate bicyclists and motorists, and efforts to increase the use of bicycles as a transportation alternative.

5.2.1 Education

The Winters Joint Unified School District, Police Department, and the Department of Public Works have a history of trying to improve safety conditions for bicyclists and pedestrians. Despite these efforts, the lack of education for both bicyclists, especially younger students, is a leading cause of accidents. For example, the most common type of reported bicycle accident in California involves a younger person (between 8 and 16 years of age) riding on the wrong side of the road in the evening hours. Studies of accident locations around California consistently show the greatest concentration of accidents is directly adjacent to elementary, middle, and high schools. Many less-experienced adult bicyclists are unsure how to negotiate intersections and make turns on city streets.

Motorist education on the rights of bicyclists and pedestrians is virtually non-existent. Many motorists mistakenly believe, for example, that bicyclists do not have a right to ride in travel lanes and that they should be riding on sidewalks. Many motorists do not understand the concept of “sharing the road” with bicyclists, or why a bicyclist may need to ride in a travel lane if there is no shoulder or it is full of gravel or potholes.

Existing education programs in schools are generally taught once a year to 3rd, 4th, and 5th graders. Curriculum is generally derived from established programs developed by groups such as the California State Automobile Association, and taught by members of the Winters Police Department. Budget cuts, demands on students’ time, and liability concerns limit the extent of bicycle education to school children. Formal adult bicycle education is non-existent.

Winters Bikeway System Master Plan

Expand Current Education Programs

Existing educational programs in Winters schools should be expanded and supported by a secure, regular funding source. A joint City/School District Safety Committee should be formed consisting of appointed parents, teachers, administrators, police, and public works staff whose task it is to identify problems and solutions, ensure implementation, and submit recommendations to the School Board or City Council.

Develop New Educational Program Materials and Curriculum.

Education materials should be expanded to promote the benefits of bicycling, the need for education and safety improvements, the most recent educational tools available in the country (including the use of low-cost safety videos), and directives to parents on the proper school drop-off procedure for their children. Educational pamphlets for children should be made more readable. Incentive programs to reward good behavior should be developed. Educational programs, and especially on-bike training, should be expanded to more grades and for more hours per year. Education curriculum should, at a minimum, cover the following lessons:

- On-bike training or bicycle ‘rodeos’
- How to adjust and maintain a bicycle
- Night riding (clothes, lights)
- Rules of the road
- Riding on sidewalks
- How to negotiate intersections
- Riding defensively
- Use of hand signals

A standard safety handbook format should be developed incorporating the best elements of those currently in use, and made available to each school on computer disks so they may be customized as needed. Each school should develop a circulation map of the campus and immediate environs to include in the handbooks, clearly showing the preferred circulation and parking patterns and explaining in text the reason behind the recommendations. This circulation map should also be a permanent feature in all school newsletters. Bicycle helmet subsidy programs are available in California, and should be used to provide low-cost approved helmets for all school children who ride bicycles.

Develop an Adult Education Program.

Establish an adult bicycle education program through the Public Works Department, or other City departments that (a) teaches adults how to ride defensively, (b) how to ride on a variety of city streets, and (c) encourages adults to feel more confident to ride to work or for recreation. Work with local bicycling groups who could provide the training expertise, and possibly lead organized bicycle training sessions, tours and rides.

Winters Bikeway System Master Plan

Educate Motorists

Educate motorists about the rights and characteristics of bicyclists through a variety of means including: (a) making bicycle safety a part of traffic school curriculum in Winters, (b) producing a brochure on bicycle safety and laws for public distribution, (c) enforcing existing traffic laws for both motorists and bicycles, (d) sending an official letter to the Department of Motor Vehicles recommending the inclusion of bicycle laws in the drivers license exam, and (e) install signs that read “Share the Road” with a bicycle symbol at least every 1,000 feet along all routes of the proposed primary system where bike lanes are not feasible, travel lanes are under 14 feet wide, and ADTs exceed 20,000.

Other Safety Improvements

In addition to the education actions listed above and the proposed bicycle and pedestrian system improvements, the following miscellaneous actions address a variety of needs and deficiencies.

Pedestrian Crossings

Pedestrian crossings are generally provided with crosswalks, warning signs, lighting, signals, and/or pavement treatments. Standards for the design, operation, and installation of pedestrian crossings have been developed by a variety of organizations such as Caltrans and AASHTO. The type and location of crossing improvements is often based on an evaluation of pedestrian volumes, spacing between crossings, traffic volumes, accident patterns, and other information. There has been a recent trend nationwide of removing unprotected mid-block crossings based on the notion that it gives pedestrians a false sense of security and leads to a higher accident rate.

The City should adopt minimum thresholds for pedestrian facilities that are applied city-wide. This includes minimum green time at signalized intersections based on street width, minimum distances between crosswalks on collectors and arterials, minimum sight clearance (including on-street parking restrictions), and minimum lighting standards.

School Commute Routes

Identifying and improving routes for children to walk or bicycle to school is one of the most cost effective means of reducing AM traffic congestion and addressing existing safety problems. Most effective school commute programs are joint efforts of the school district and city, with parent organizations adding an important element.

Develop School Commute Route Improvement Plan

Develop a tool that can be used to evaluate safety conditions on school commute corridors to determine if conditions are within acceptable bounds. This can be done using state or City accident data, surveys of parents on their school commute habits, surveys of students who walk or ride to school, and other sources. Develop specific thresholds by which meaningful

Winters Bikeway System Master Plan

comparisons can be made.

Develop a toolbox of measures that can be implemented by the school district and City to address safety problems. This may include maps of preferred school commute routes, warning signs, enhanced education, additional crossing guards, signal treatments (longer cycles, pedestrian activated buttons, etc.), enhanced visibility at key locations (lighting, landscaping abatement), crosswalks, bike lanes, and other measures.

Section 6: Implementation Strategy

6.1 Ranking and Phasing of Improvements

The recommended improvements and programs are expected to be developed over the 20-year lifespan of the plan, from 2012 through 2032 . The actual phasing of projects is directly linked to the availability of funding, which in turn is related to overall economic conditions in Winters, California, and the United States. Funding is also related to local, regional, state, and federal policy and the amount of funding that is made available to bicycle and pedestrian projects. Implementation is also expected to occur through local initiatives and possible use of impact fees, zoning requirements/bonuses, and/or tax increment financing.

The top projects were selected as part of the recently adopted “Complete Streets” plan for the City’s busiest thoroughfare, Grant Ave.

Placing bike lanes along roadways that are being reconstructed represents one of the most cost effective strategies for the City, and one that will be pursued on the Grant, Railroad, and Moody Slough Roadway projects to be constructed or re-constructed as part of future development. The incremental cost of providing bike lanes or other features is nominal on most roadway projects, and in fact may already be included but simply identified as a “shoulder” rather than a bike lane. Table 9 presents a list of scheduled roadway improvement projects in Winters.

<i>Roadway Project</i>	<i>Year Scheduled</i>
Grant/I505 Widening	2012
Railroad Avenue Widening	2014
Moody Slough Road Construction	2018

6.2 Cost Breakdown

Winters Bikeway System Master Plan

Table 9 presents a breakdown of the recommended projects, along with phasing, responsibility, funding sources, and total development cost. It is important to note that while many of the projects can be funded with federal, state, and regional transportation, safety, and/or air quality grants, others are recreational in nature and must be funded by local or private sources. These proposed improvements are scheduled to be implemented over the next 10 years, or as funding is available. It also presents a 'best case' scenario for Winters, providing a network of bicycle facilities within the next ten years. Some of the more expensive projects may take longer to implement.

6.3 Funding

There are a variety of potential funding sources including local, state, regional, and federal funding programs that can be used to construct the proposed bicycle and pedestrian improvements. Many of the federal, state, and regional programs are competitive, and involve the completion of extensive applications with clear documentation of the project need, costs, and benefits. Local funding for bicycle projects typically comes from Transportation Development Act (TDA) funding, which is prorated to each community based on population. Funding for many of the programs listed in Table 10 would need to be funded either with TDA, general fund (staff time), or possibly private grants. Table 10 presents a summary of available funding along with timing, criteria, and funding agency.

Table 11: Summary of Funding Programs

Funding Programs	Modes (Bicycle, Pedestrian-walkways, trails)	Trip Types (Commute/Transportation, Recreational)	Project Types (Construction, Non-construction, Both)
Federal Funding			
STP	Both	Transportation	Both
Transportation Enhancement Activities (SAFETEA-LU)	Both	Transportation	Construction
CMAQ (SAFETEA-LU)	Both	Transportation	Both
National Highway System (NHS)	Both	Transportation	Both
Federal Lands Highway Funds	Both	Transportation	Construction
Scenic Byways Program	Both	Transportation	Construction (Including planning design & development)
Bridge Repair & Replacement	Bicycle	Transportation	Construction
National Recreation Trails Fund	Both	Both	Both
Highway Safety Program	Both	Transportation	Non-Construction
Highway Safety & Development	Pedestrian	Transportation	Non-Construction
Recreational & Public Purposes Act	Both	Both (Primarily Recreational)	Construction
Schools & Roads Grants to States + sR25	Both	Transportation	Construction
Section 3 Mass Transit Capital Grants	Both	Transportation	Both
State Funding			
California Bikeways Act	Bikes	Transportation	Construction
Environmental Enhancement & Mitigation Program	Both	Transportation	Construction
Flexible Congestion Relief	Both	Transportation	Construction
Habitat Conservation Fund Grant Program	Both	Both	Construction
Kapiloff Land Bank Funds	Both	Transportation	Construction (Including land acquisition)

Winters Bikeway System Master Plan

Table 11 (continued): Summary of Funding Programs

Funding Programs	Modes (Bicycle, Pedestrian-walkways, trails)	Trip Types (Commute/Transportation, Recreational)	Project Types (Construction, Non-construction, Both)
Land & Water Conservation Fund	Both	Both	Construction (Including land acquisition)
Mello-Roos Community Facilities Districts	Both	Both	Both
Local Transportation Fund (LTF) TDA Article 3	Both	Transportation	Both
SACOG Funding			
Community Design	Both	Both	Both
Bike/Pedestrian Program Funding	Both	Both	Both
Local Funding			
YSAQMD	Both	Both	Both

SAFETEA-LU

Federal funding through the SAFETEA-LU (Transportation Equity Act for the 21st Century) program will provide the bulk of outside funding. SAFETEA-LU currently contains two major programs, STP (Surface Transportation Program) and CMAQ (Congestion Mitigation and Air Quality Improvement) along with other programs such as the National Recreational Trails Fund, Section 402(Safety) funds, Scenic Byways funds, and Federal Lands Highway funds.

SAFETEA-LU funding is administered through the state (Caltrans or Resources Agency) and regional governments (SACOG). Most, but not all, of the funding programs are transportation versus recreational oriented, with an emphasis on (a) reducing auto trips and (b) providing an inter-modal connection. Funding criteria often includes completion and adoption of a bicycle master plan, quantification of the costs and benefits of the system (such as saved vehicle trips and reduced air pollution), proof of public involvement and support, CEQA compliance, and commitment of some local resources. In most cases, SAFETEA-LU provides matching grants of 80 to 90 percent – but prefers to leverage other monies at a lower rate.

While Winters may have an uphill battle in securing federal dollars, the area is located near Sacramento and Davis – both well known bicycling areas. It will be critical to get the local state assemblyperson and senator briefed on these projects and working with Caltrans and the California Transportation Commission for these projects.

State

TDA Article III (SB 821)

Transportation Development Act (TDA) Article III funds are state block grants awarded annually to local jurisdictions for bicycle and pedestrian projects in California. These funds originate from the state gasoline tax and are distributed to local jurisdictions based on population.

AB 434

AB 434 funds are available for clean air transportation projects, including bicycle projects, in California. The Yolo-Solano Air Quality Management District administers these funds locally.

Bicycle Transportation Account

The state Bicycle Transportation Account (BTA) is an annual grant program available to cities and counties for funding bicycle projects that improve improve safety and convenience for bicycle commuters. For the 2003/2004 funding cycle, BTA will provide \$7.2 million to cities and counties.

Regional

The Yolo-Solano Air Quality Management District is a major potential source of funding for bicycle and pedestrian programs. The grants are generally in the \$10,000 to \$80,000 range and

are highly competitive based on a cost-benefit formula developed by the District. Funding priorities also change annually with the District, between bicycle and other projects such as transit.

Local

New Construction

Future road widening and construction projects are one means of providing bike lanes. To ensure that roadway construction projects provide bike lanes where needed, it is important that the review process meets the standards and guidelines presented in this master plan and the City's Circulation Element.

Impact Fees

Another potential local source of funding are developer impact fees, typically ties to trip generation rates and traffic impacts produced by a proposed project. A developer may reduce the number of trips (and hence impacts and cost) by paying for on- and off-site bikeway improvements which will encourage residents to bicycle rather than drive. Establishing a clear nexus or connection between the impact fee and the project's impacts is critical in avoiding a potential lawsuit.

Mello Roos

Bike paths, lanes, and pedestrian facilities can be funded as part of a local assessment or benefit district. Defining the boundaries of the benefit district may be difficult unless the facility is part of a larger parks and recreation or public infrastructure program with broad community benefits and support.

Other

Local sales taxes, fees, and permits may be implemented, requiring a local election. Volunteer programs may substantially reduce the cost of implementing some of the proposed pathways. Use of groups such as the California Conservation Corps (who offer low cost assistance) will be effective at reducing project costs. Local schools or community groups may use the bikeway or pedestrian project as a project for the year, possibly working with a local designer or engineer. Work parties may be formed to help clear the right-of-way where needed. A local construction company may donate or discount services. A challenge grant program with local businesses may be a good source of local funding, where corporations "adopt" a bikeway and help construct and maintain the facility.

6.4 Financing

Proposed improvements and programs to be developed over the next 10 years in Winters have been analyzed to determine the annual financing requirements, and to allow the City to budget its resources and target funding applications. It is important to note that the majority of funding is

expected to be derived from federal sources (SAFETEA-LU and its eventual successor). These funding sources are extremely competitive, and require a combination of sound applications, local support, and lobbying on the regional and state level. The financing sequence outlined in Table 11 provides a template for future funding applications and local allocations; unsuccessful applications will be “rolled-over” to the next year on this schedule.

The City of Winters striped Main Street, sections of East Main Street, and Valley Oak Drive for Class II bike lanes in the period of 2000-2001. The striping work was combined with overlay work that was occurring on some of the street segments. A grant through the Caltrans Bicycle Transportation Account funded a significant portion of the Class II striping for Main Street and Valley Oak Drive. It is estimated that the City spent \$5000 of its own funds (Gas Tax receipts, Transportation Development Act monies, etc.) for the Class II striping.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: February 5, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Contracts with Solano County Water Agency (SCWA) and BSK Associates for services provided to transplant Elderberry Bushes in preparation for Winters Rd/ Railroad Ave Bridge Replacement at Putah Creek Project (Car Bridge Project).

RECOMMENDATION: Staff recommends Council approve recently executed contracts with Solano County Water Agency in the amount of \$9978.00 to transplant elderberry bushes and BSK Associates in the amount not to exceed \$16,000 for support services related to the transplanting of elderberry bushes. The bushes are required to be transplanted in preparation for Car Bridge Project.

BACKGROUND: There are twelve elderberry bushes within the Car Bridge Project area that are required to be removed prior to construction of the Car Bridge. Elderberry bushes are only allowed to be transplanted during dormancy, November thru mid-February. The Car Bridge project is expected to go out to bid March 2013, in order to be ready to begin construction this summer the elderberry bushes needed to be moved during the current dormant period. Solano County the lead agency on the Bridge Project recently received funding confirmation from CalTrans, once staff received this notification they began finalizing details with SCWA and BSK to begin the transplant, however there was not sufficient time to bring the contract approval before council prior to their execution. The City chose to be the contracting agency for elderberry transplanting to expedite the process and ensure that the work could be completed this season. The elderberries will be transplanted within the City's recently established Conservation Easement. The funding for these two contracts will be a part of the City's local match for the Car Bridge Project

FISCAL IMPACT: Not to exceed \$25,978

COPY



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 002-13**

THIS AGREEMENT is made at Winters, California, as of January 23, 2013, by and between the City of Winters ("the CITY") and Solano County Water Agency "(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 January 22, 2013 Consultant shall provide said services at the time, place, and in the manner specified by the Agreement 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 \$9978.00 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: [Signature]
John W. Donlevy, Jr., City Manager

CONSULTANT
By: [Signature]

ATTEST:
By: [Signature]
Nanci G. Mills, CITY CLERK

EXHIBIT A

1/22/13

Solano County Water Agency

Costs

No.	Task	Contractor	Labor	Equipment	Supplies/ fuel
1	Prune and tie back elderberries				
	Rich, Duc		\$ 1,000		
	pickup			\$ 50	\$ 20
	chainsaws, rope			\$ 60	\$ 20
	straw				\$ 10
2	Locate planting sites				
	Rick		\$ 120		
3	Staging equipment		\$ 500		
	Flatbed truck and equipment trailer			\$ 100	
	ASV, tree spade, 4 in 1 bucket, pallet forks				
	compact excavator				
	6x6 flatbed truck				
	314 excavator (3 moves)	\$ 250			
	Transplant supplies: wire baskets, burlap, tie rope				\$ 550
4	Access grading				
	Rick		\$ 400		
	Takeuchi			\$ 150	\$ 30
5	Elderberry Removal/transplanting				
	Rich, Rick, Duc, Mark		\$ 1,750		
	314 Excavator	\$ 250		\$ 1,000	\$ 50
	Compact excavator			\$ 150	\$ 25
	ASV/tree spade/bucket/forks			\$ 400	\$ 40
6	Equipment return	\$ 250			
			\$ 500		
	Subtotal				\$ 7,675
	Contingency				\$ 2,303
	Total				\$ 9,978

Exhibit "B" Provided by Consultant

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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 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 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, advise, 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.



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 001-13**

THIS AGREEMENT is made at Winters, California, as of Jan 18 2013, by and between the City of Winters ("the CITY") and BSK Associates "(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 January 18, 2013 Consultant shall provide said services at the time, place, and in the manner specified by the Agreement 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 \$16,000.00 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: [Signature]
John W. Donlevy, Jr., City Manager

CONSULTANT

By: [Signature]
KURT BALASEK
BSK SACRAMENTO BRANCH MANAGER

ATTEST:

By: [Signature]
Nanci G. Mills, CITY CLERK

January 18, 2013

Ms. Carol Scianna
City of Winters,
318 First Street
Winters, CA 95694

Dear Ms. Scianna;
BSK Associates (BSK) is pleased to provide the following scope of services in support of the City of Winters' Car Bridge Elderberry Transplant project. The City's Valley Elderberry Mitigation Area, within Winters Putah Creek Nature Park will receive the plants moved from the bridge footprint, in accordance with the agreements with Solano County and the US Fish and Wildlife Service.

Proposed Tasks:

- Review available Solano County documents, including consultant's report(s), Biological Opinion, and other correspondence
- Review the North Bank Trail Improvement Project (NBTIP) Vegetation Plans
- Assess consistency with NBTIP Short- and Long-Term Management Plan (Plans)
- Develop mitigation locations with City staff
- Coordinate with Solano County and its consultants as necessary to move the plants to the locations determined by the City
- Monitor and document transplantation activities
- Coordinate with Sacramento Valley Conservancy staff, and consultants as needed, to meet the requirements of the Plans
- Submit necessary documentation and reports to the US Fish and Wildlife Service
- Other support activities as requested by the City

BSK will complete those proposed tasks on a time and materials basis, not to exceed \$16,000.

BSK is committed to supporting the City meeting its environmental permitting needs. We look forward to working with you and assisting the City on this project. Please contact me if you have any questions or comments.

Sincerely,

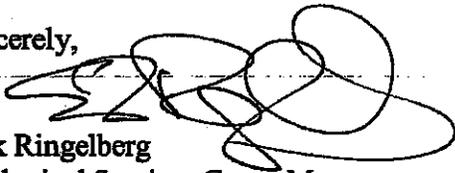

Erik Ringelberg
Ecological Services Group Manager

Exhibit "B" Provided by Consultant

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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 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 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: Tuesday, February 5, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Aaron McAlister, Fire Chief
SUBJECT: Ambulance Company Leases- Public Safety Facility

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute lease agreement with Medic Ambulance Company and American Medical Response (AMR) in order for them to co-locate with the Fire Department in the Public Safety Facility.

BACKGROUND:

It was recently discovered that Winters is not within the exclusive zone with the balance of Yolo County. With this determination, Winters became an "open market" for additional ambulance service providers. A second provider, Medic Ambulance petitioned the Sacramento Sierra Valley EMS Authority to provide service in Winters and was subsequently approved.

Medic Ambulance approached the Winters Fire Department about a collaborative arrangement for co-locating in the Public Safety Facility. Staff indicated, subject to Council approval, this would be viable scenario and work began on the concept. In January 2013, City Council endorsed the concept and Medic Ambulance began serving the Winters Community under a temporary lease agreement.

Medic and AMR now serve Winters on rotating 24 hour days. Medic has the odd days and AMR have the even days. With these developments, AMR now dedicates a unit to the Winters Community as an enhanced service. Staff engaged AMR about the same facility sharing arrangements as Medic and they indicated an interest.

Medic Ambulance works 24 hour shifts and will be occupying the building for 24 hour

blocks. This includes dormitory and full locker room (shower) availability for Medic Ambulance Crews. AMR staffs slightly differently. They utilize a 12 hour shift model and will swap out personnel accordingly. They will therefore not be utilizing the dormitory and showers.

Staff is recommending a nominal rent in order to recover some costs that may be involved with the ambulance crew residing at the FD. Some additional energy costs could be anticipated with two additional persons in the facility. Staff is recommending monthly rent in the amount of \$250 for Medic Ambulance and \$150 for AMR. Each company will occupy the building approximately 15 days per month. With the staffing pattern of AMR, it is not anticipated they will be occupying to the extent of Medic and this has been compensated for in the rent amount.

The lease agreements are month to month. Later this year, Yolo County will be bringing the regulatory arm of Emergency Medical Services back within Yolo County. This will lead to a Request for Proposal process. With this in mind, short term, flexible lease arrangements are provided for. The Assistant City Attorney prepared the lease documents. They provide assurances for liability, workers compensation coverage so as to minimize the City's exposure to any liability that could arise from this arrangement.

These arrangements represent a significant enhancement to the services available to Winters Residents. Response times for Advanced Life Support have been reduced from 18 minutes to less than five for incidents within the City limits. It is in the best interest of the community to enter into collaborative arrangements with these private providers in order to improve service.

FISCAL IMPACT:

These leases will provide approximately \$400 monthly to the City General Fund. Expenses may rise slightly due to the additional utilities that could be consumed from the additional staff occupying the building.

ATTACHMENTS:

1. Resolution
2. Lease with Medic Ambulance Company
3. Lease with AMR

Resolution No. 2013-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING
THE CITY MANAGER TO EXECUTE ADOPTING/APPROVING LEASE
AGREEMENTS WITH MEDIC AMBULANCE SERVICE, INC. COMPANY AND
AMERICAN MEDICAL RESPONSE, INC. FOR THE USE OF A BAY AND OTHER
SPACE AT THE PUBLIC SAFETY FACILITY

WHEREAS, the City of Winters desires to have an ambulance located in the City for service to the City of Winters and the surrounding fire district; and,

WHEREAS, the City's Fire Department negotiated and has reached an agreement with two companies that who desire to locate ambulances in the Public Safety Facility, on alternating days; and,

WHEREAS, the City Council of the City of Winters desires to enter into these agreements as having an ambulance located in the City of Winters will improve response time and benefit the general health and welfare of Winters residents; approves of the collaborative efforts made to improve services in the community,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that the City Manager shall be authorized to execute agreements withdoes hereby approve the agreements with Medic Ambulance Service, Inc. Company and American Medical Response, Inc., which lease agreements shall proceed on a month to month basis for the purpose of locating an ambulance in the City of Winters Public Safety Facility providing total rent to the City in the amount of \$400 monthly; and

BE IT FURTHER RESOLVED that the City Attorney shall be authorized to make clarifying and conforming changes to the agreements provided that the total rental amount does not change; and

BE IT FURTHER RESOLVED that should either Medic Ambulance Service, Inc. or American Medical Response, Inc. choose to not execute a lease agreement, such decision shall not affect the City's ability to enter into a lease agreement with the other company. John Donlevy, City Manager is authorized to sign and execute said agreement and any amendments on behalf of the City of Winters.

DULY AND REGULARLY ADOPTED this 5th day of February, 2013, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

CITY OF WINTERS

Cecilia Aguiar Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk

AMBULANCE LEASE

This Ambulance Lease ("Lease") is dated this ____ day of February, 2013, and is by and between the CITY OF WINTERS, a municipal corporation of the State of California ("City") and MEDIC AMBULANCE SERVICE, INC., a California corporation ("Medic"), individually a "party" and collectively the "parties."

WHEREAS, Medic is a California corporation that provides emergency paramedic ambulance services within the boundaries of the City of Winters and surrounding areas; and

WHEREAS, City owns certain real property and improvements located in the City of Winters at 700 Main Street, commonly known as the "Public Safety Facility" (the "Facility"); and

WHEREAS, City currently owns, maintains, and operates the Facility; and

WHEREAS, Medic desires to stage an ambulance at the Facility pursuant to this Lease for Emergency Medical Services; and

WHEREAS, City desires to enter into this Lease so that City residents will be able to gain access to ambulance services in a more timely manner than presently exists; and

WHEREAS, City agrees to lease a portion of the Facility to Medic, and Medic agrees to lease said portion of the Facility from City on the terms and conditions herein stated.

WHEREFORE, the parties hereby agree as follows:

1. Lease and Description of Premises. Subject to the terms, conditions, and covenants set forth in this Lease, City hereby leases to Medic the use of one parking spot inside the apparatus bay, use of one dormitory room, and access to common use in the Facility (together the "Premises"). The Premises are more particularly described in **Exhibit A**. The Facility is located at 700 Main Street in the City of Winters.
2. Tenancy Period. This Lease shall be on a month-to-month basis, commencing on February 6, 2013.
3. Termination.
 - (a) Termination Without Cause. This Lease may be terminated by either party without cause upon one (1) month written notice to the other party.
 - (b) Termination for Cause. If Medic is in default of its rent obligation (as set forth in Section 5) or any other amount due and owing for a period of ten (10) days after written notice of such default from City, or if Medic fails or neglects to perform any of the other covenants or agreements contained in this Lease, and such default continues for a period of twenty (20) days or more after City notifies Medic in writing of such default, and Medic fails to correct the default within said applicable time period, then City may terminate this Lease. If City is in default of any of its covenants or agreements contained in this Lease, and such failure and neglect continues for

Medic Ambulance Lease

a period of twenty (20) days or more after Medic notifies City in writing of City's default, and City fails to correct the default within said applicable time period, then Medic may terminate this Lease.

(c) Return of Premises to City. Upon termination of this Lease (whether by early termination, mutual cancellation, or expiration), Medic shall turn over to City the Premises in good and serviceable condition, damage by the elements and ordinary wear and tear excepted. If Medic fails to turn over the Premises to City, City shall have the right to pursue all remedies allowed under the law to cause Medic to surrender the Premises.

(d) Holdover Tenancy. If Medic, with City's express consent, remains in possession of the Premises after the expiration or earlier termination of the term, or after the date in any notice given by City to Medic terminating this Lease, such possession by Medic shall be deemed to be a holdover month-to-month tenancy terminable on 30 days' notice given at any time by either party. During such holdover month-to-month tenancy, the rent required to be paid hereunder shall be increased by 50% over the rent of the last month prior to the expiration or earlier termination of the Lease, or such other amount as may be mutually agreed upon by the parties. Medic shall pay such rent and all other sums required to be paid hereunder monthly on or before the first day of each month. All other provisions of this Lease except those relating to the term shall apply to the month-to-month tenancy.

(e) No expiration or termination of this Lease (except as expressly provided herein), and no repossession of the Premises or any part thereof, shall relieve Medic of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, or repossession, and City may, at its option, sue for and collect all rent and other charges due hereunder at any time when such charges accrue. If City commences any suit for the repossession of the Premises, for the recovery of rent, or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Medic to be kept or performed, and a breach can be established, Medic shall pay to City reasonable expenses incurred in connection therewith, including reasonable attorneys' fees.

4. Assignment and Subletting. Medic shall not assign, convey, mortgage, pledge, encumber, or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it, allow any transfer of or any lien upon City's interest by operation of law, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Medic and its designated employees.

5. Rent.

(a) Medic shall pay to City as rent for the Premises Two Hundred Fifty Dollars (\$250.00) per month. The parties understand that such rental amount is for Medic's use of the Premises on every odd day of each month, for a 24-hour consecutive period each odd day. If the parties desire to change this arrangement so that Medic leases the Premises on other days, or leases other parts of the Facility, the parties shall meet to negotiate a different rental amount. Medic shall deliver payment to City on or before the fifth (5th) day of the month for the month for which rent is due. Payment for any partial month shall be pro-rated accordingly.

Medic Ambulance Lease

(b) Rent shall be adjusted annually every July 15 based upon the increase in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-San Jose area for Urban Wage Earners and Clerical Workers. In no event shall the annual rent adjustment for CPI exceed eight percent (8%). Should this CPI index no longer be published, a similar index shall be substituted by City.

(c) All rent shall be paid, without any offset, counterclaim, or deduction whatsoever, at City of Winters, 318 First Street, Winters, CA 95695.

(d) Included in Medic's monthly rent is payment for utilities (water, sewer, gas, and electric services) supplied to the Premises as well as telephone services and cable television services. Should Medic desire additional utility services beyond that already provided by City at the Premises, Medic shall be solely responsible for the provision and payment of such services.

(e) Medic recognizes and understands that this Lease may create a possessory interest subject to property taxes levied on such interest. Medic agrees to pay, as and when due, all lawful taxes, assessments, fees, or charges from which it is not exempt, which at any time may be levied by the state, county, City or any tax or assessment levying body upon any interest in this Lease or on any possessory right that Medic may have in or to the property, or improvements or fixtures thereon, by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, and equipment used by it, or related to its operations or the hiring and employment of agents and employees, provided or used by it, in, about, or for the operation and maintenance of the Premises.

6. Use of the Premises.

(a) Medic shall be permitted to use the Premises to, at all times, store one ambulance in a bay at the Facility. Medic's employees assigned to the Premises shall also be permitted to park their personal vehicles at the Facility. Medic shall also be permitted to use one dormitory (as designated by City) at the Premises, equipped with two beds, for its staff to occupy while at the Facility. Additional terms and conditions related to the use of the Premises are contained in **Exhibit B**, attached hereto and incorporated herein.

(b) Medic shall not, directly or indirectly, use or suffer the Premises (or any part thereof), or any improvements or fixtures to be constructed thereon, to be used in violation of any federal, state, or local laws, rules, regulations, or ordinances. Further, Medic shall not use or suffer the Premises of any part thereof, or any improvements or fixtures to be constructed thereon, to be used for any purpose or purposes inconsistent with those for which the Premises is hereby leased, without first obtaining the express written consent of City, consent to be issued upon a finding by City that such use of facilities will be consistent with the purpose of this Lease, or are required by circumstances not anticipated at the time of execution hereof but are determined by the City to be reasonable. This remedy shall be in addition to any others afforded by law or by this Lease.

(c) Medic and those acting by, through, or under Medic, shall not improperly store, handle, treat, use, release, dispose of, discharge, or produce any hazardous substances or hazardous waste, or any pollutant, contaminant, or toxic substance as those terms are defined in

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or as may be regulated or governed by any federal, state, or local laws or ordinances intended to protect health, safety, or the environment. Medic shall be responsible for remediating and cleaning up any and all such hazardous substances, pollutants, contaminants, or toxins. Medic agrees to release, to defend with counsel acceptable to City, indemnify, and to hold City harmless from and against any and all claims, expense, loss, or liability suffered by City by reason of Medic's breach of any of the provisions of this Section or any claims by Medic's employees, agents, contractors, visitors, or assigns, if permitted under this Lease caused by, related to, or arising from such breach. The indemnity contained in this Section shall survive the expiration or earlier termination of this Lease. The parties recognize that no adequate remedy at law may exist for Medic's breach of this Section. Accordingly, City may obtain specific performance of any provision of this Section.

(d) Medic shall not commit, or suffer to be committed, any waste upon the Premises; nor shall Medic maintain, or suffer to be maintained, any nuisance or any other act or thing that may disturb the enjoyment or the use of any other property or public streets adjacent to the Premises.

(e) Medic understands and accepts the City's continued and concurrent use of the Facility as an operational apparatus storage facility, a training site for firefighter and police personnel, an emergency response facility, and other functions or uses consistent with emergency fire and police preparedness and responses.

7. Compliance with Governmental Rules and Regulations.

(a) Medic shall, at its sole cost and expense, comply with all requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, purposes, and operations, and shall faithfully observe in the use of the Premises and in the conduct of its operations all the municipal, state, and federal statutes now in force or that may hereafter be in force.

(b) Medic and City hereby incorporate the provisions of **Exhibit B**, attached hereto, and agree to abide by its guidelines.

(c) City shall have the right to make such other rules and regulations as in the reasonable judgment of City may from time to time be necessary for the safety, appearance, care, and cleanliness of the Premises and the surrounding neighborhood, the safety and well-being of the users of the Premises, and for the preservation of good order therein.

8. Condition of the Premises.

(a) City represents that to the best of its knowledge, there are no existing hazardous substances located upon the Premises. Medic agrees to accept the Premises, including the land, the building, and improvements thereon, in an "as is" condition. No promise of City to alter, remodel, repair, or improve the Premises, or any of the buildings or improvements located thereon, and no representation respecting the condition of the Premises or the buildings or improvements thereon, have been made by City to Medic, other than as is specifically set forth in this Lease.

(b) Except with respect to a termination resulting from damage or destruction, at the termination of this Lease, Medic shall return and surrender the Premises in as good a condition as when Medic took possession, ordinary wear and tear and loss by fire or other casualty not caused by the negligence of Medic or its agents, contractors, or employees excepted. If Medic fails to comply with the previous sentence, City may restore the Premises to the condition the Premises were in when Medic took possession, and Medic shall pay the cost thereof on demand.

9. Maintenance of the Premises.

(a) Medic hereby acknowledges that City shall have no obligation to provide security measures for the benefit of the Premises. Medic assumes all responsibility for the protection and security of Medic, its agents, employees, and invitees, Medic's property, and of Medic's agents, employees, and invitees from acts of third parties. Nothing herein contained shall prevent Medic, at its sole option, from providing security protection for the Premises or Facility or any part thereof.

(b) Medic shall, at Medic's sole cost and expense, keep the Premises and each part thereof in good order, condition, and repair during the term of this Lease. Medic shall give to City prompt written notice of any damage to, or defective condition in, any part or appurtenance of the Premises' plumbing, electrical, heating, air conditioning, or other systems serving, located in, or passing through the Premises. If any damage results from any act or neglect of Medic or its agents, contractors, or employees, City may, at City's option, repair such damage, and Medic shall promptly thereupon pay to City the total cost of such repair.

(c) City and City's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, and insuring Medic's compliance with the terms and conditions of this Lease. City shall provide all keys to the Premises to Medic.

10. Alterations to Premises.

(a) Any alteration or improvement to the Premises made by Medic shall only be undertaken after seeking and obtaining prior written approval from City. All alterations and improvements made by Medic shall be at the sole cost and expense of Medic. Medic shall be solely responsible for designing, constructing, installing, and obtaining permits for any alterations or improvements.

(b) Medic shall keep the Premises free and clear from any and all liens, claims, and demands for work performed and shall post the appropriate Notice of Non-responsibility for any alteration work authorized by this Section 10. If because of any act or omission of Medic, its employees, agents, contractors, or subcontractors, any mechanic's lien, charge, or order for the payment of money shall be filed against City, or against all or any portion of the Premises, the improvements, or any portion thereof, Medic shall, at its sole cost and expense, cause the same to be discharged of record within thirty (30) days after the filing thereof, and Medic shall indemnify and save harmless City against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom.

(c) All alterations, fixtures, or equipment installed by Medic shall become the property of the City upon expiration or termination of this Lease.

Medic Ambulance Lease

11. Nondiscrimination.

During the term of this Lease, Medic agrees as follows:

(a) Medic shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry, or national origin. Medic shall, in all solicitations or advertisements for employees placed by or on behalf of Medic, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry, or national origin.

(b) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises, or any part thereof, and the Lease itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessors, or vendees of the Premises, or any part thereof.

12. Indemnification. Medic shall be solely responsible for, and shall indemnify, defend (by counsel reasonably acceptable to the City Attorney) and hold City, its officers, directors, agents, employees, volunteers, and any other person acting for or on behalf of City (the "Indemnified Parties") harmless from and against any and all costs, claims, losses, damages, causes of action, and liability that may arise by reason of any occurrence attributable to or arising out of Medic's exercise of, or failure of, performance pursuant to this Lease, including without limitation, any claim or cause of action for injury to or death of any person or damage to any property arising out of any such occurrence during the term of this Lease except for the extent that such cost, claim, loss, damage, action, or liability was caused by the sole negligence or willful misconduct of any of the Indemnified Parties. City shall have no liability to Medic, and Medic waives all claims against City arising from, or in any way related to, occurrences within the scope of the above indemnity set forth in this Section 12, except to the extent caused by the sole negligence or willful misconduct of an Indemnified Party.

13. Insurance.

During the term of this Lease, Medic, at its sole cost and expense, shall maintain in force and effect and shall provide to City a certificate that there is in effect:

(a) Occurrence version commercial general liability insurance or equivalent form with a limit of not less than two million dollars (\$2,000,000.00). Said policy shall designate City as an additional insured.

(b) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each accident shall be maintained. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

(c) Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) each accident.

Medic Ambulance Lease

Medic's insurance shall be with insurers licensed to do business in the State of California and reasonably acceptable to City. Additionally, Medic shall furnish City will properly executed certificates of insurance and endorsements or copies of insurance policies that evidence all insurance required in this Section 13 and that such insurance may not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to City and Medic.

14. Abandonment. Medic shall not vacate or abandon the Premises at any time during the term of this Lease; and if Medic shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law or otherwise, City shall have the right to immediate possession of the Premises, and any improvements or fixtures thereon. All personal property of Medic, in such event, shall be removed within thirty (30) days. All personal property of Medic that is not so removed within such period of time shall be deemed to be abandoned, at the option of City, and title to any such personal property shall pass to City. For purposes of this Lease, Medic shall be deemed to have abandoned the Premises if Medic fails to use, operate, and/or maintain the Premises in accordance with this Lease for a period of thirty (30) consecutive days. The provisions of this Section shall not apply during any period that the Premises is undergoing renovations or repair due to any damage to or destruction of the improvements, provided Medic is diligently pursuing such renovations or repairs pursuant to plans approved by City.

15. Condemnation. If title to the entire Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, or conveyed in lieu of condemnation, this Lease shall automatically terminate as of the date possession is required to be delivered to the condemner. If only a portion of the Premises is taken and the Premises is thereby rendered unsuitable for the conduct of Medic's business, either party may terminate this Lease as of the date when possession of the portion of the Premises so taken is delivered to the condemning authority. In the event of any taking, City shall be entitled to receive the entire amount of any award relating to the Premises, including all real property improvements thereon, and Medic shall be entitled to an award to recover damages resulting from the taking of its personal property, if any, diminution in value of its operation, and leasehold value. Notwithstanding the foregoing, City agrees that it shall not acquire Medic's leasehold interest by eminent domain during the term of this Lease.

16. Other Provisions.

(a) Assignment. Medic shall not assign, transfer, lease, or in any manner dispose of this Lease without the prior written consent of City.

(b) Covenants and Conditions. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term of this Lease. Should Medic default in the performance of any covenant, conditions, or agreement contained in this Lease, then this Lease shall terminate and the Premises shall revert to City.

(c) Attorneys' Fees. If any action or other proceeding arising out of this Lease is commenced by either party to this Lease concerning the Premises, then as between City and Medic, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in

Medic Ambulance Lease

the action or other proceeding by the prevailing party.

(d) Entire Agreement. The provisions of this Lease constitute the entire agreement between City and Medic with respect to the Premises, and neither party is relying on any representation, whether oral or written, that is not contained herein.

(e) Binding on Successors. The rights, duties, and obligations of this Lease shall be binding upon the heirs, successors, and assigns of the parties.

(f) Severability. If any provision of this Lease is held invalid or unenforceable, such invalidity shall not affect other provisions of this Lease. The provisions of this Lease are severable.

(g) Waiver. The waiver by any party of any breach of any term, condition, or provision of this Lease shall not be deemed to be a waiver of such term, condition, or provision, or any waiver of a subsequent breach of the same, or any other term, condition, or provision.

(h) Recitals. The recitals set forth at the beginning of this Lease are incorporated herein by reference.

(i) Captions. The captions, titles, and headings in this Lease shall have no effect on the interpretation of this Lease or any part thereof.

(j) Amendments. Any addendum or modification to this Lease shall be in writing and signed by the respective authorized representative of both City and Medic and when so executed shall become a part of this Lease.

(k) Venue. City and Medic agree that if any legal action is taken to interpret or enforce the terms and conditions of this Lease, such actions shall be filed with the proper court in the County of Yolo.

(l) Force Majeure. Except as otherwise in this Lease, if the performance of any act required by this Lease by either City or Medic is prevented or delayed by reason of any act of God, strike, act of terrorism, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

17. Notices. All notices, demands, requests, consents, or approvals that may be or are required by this Lease shall be communicated in writing by either party and shall be delivered to the following address:

CITY: City of Winters
 Fire Chief
 700 Main Street
 Winters, CA 95695

Medic Ambulance Lease

MEDIC: Medic Ambulance Service, Inc.
Attn: Rodolfo Manfredi, President
506 Couch Street
Vallejo, CA 94590

If the notice cannot be delivered personally, a copy of the notice may be delivered by mail. Delivery shall be deemed given when such notice is enclosed in a sealed envelope, with postage thereon fully prepaid, that is addressed to a party on one of the above addresses and that envelope is deposited in a United States Post Office mailbox or such notice is sent by reputable overnight delivery service.

18. Authorized Signatory. The person signing this Lease on behalf of Medic affirmatively represents that he or she has the requisite legal authority to enter into this Lease on behalf of Medic and to bind Medic to the terms and conditions of this Lease. The persons executing this Lease on behalf of Medic understands that City is relying on this representation in entering into this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year set forth below.

CITY: City of Winters

By: _____
John Donlevy, City Manager

MEDIC: Medic Ambulance Service, Inc.

By: _____
Rodolfo Manfredi, President

EXHIBIT A

DESCRIPTION OF PREMISES

Pursuant to the Lease, Medic shall lease the following spaces within the Facility (collectively the "Premises"):

- Upstairs dormitory in the Facility identified as Bedroom Number 5, on a non-exclusive basis, as specified further in the Lease and detailed in Exhibit B
- One space in the apparatus bays for Medic's ambulance, such space to be determined by the City of Winters
- Parking spots at the Facility for Medic's employees
- Day room and kitchen
- Other common areas within the Facility

EXHIBIT B

CITY OF WINTERS AND MEDIC AMBULANCE SERVICE, INC. CO-HABITATION AT THE POLICE-FIRE FACILITY

This document explains, and offers guidance regarding, Medic's leasing of space at the City of Winters Public Safety Facility. While the City of Winters' police and fire departments and Medic all offer emergency services to the public, they may have different operational needs and different organizational cultures. These guidelines were drafted with those needs and differences in mind. Successful co-habitation will require all personnel to be tolerant and respectful of the differences of others.

Lease Arrangement

The City of Winters and Medic have entered into a lease agreement at the Winters Public Safety. Medic, in addition to leasing sufficient space to shelter one ambulance, will also lease (on a non-exclusive basis) one bedroom (identified as Bedroom 5) with two beds for its staff. The parties understand that Medic's staff shall occupy the bedroom only on odd days, with the day beginning at 8 a.m. and ending at 7:59 a.m. the following day. Should Medic's employees be able and willing to occupy the bedroom every day, the Lease shall be amended to increase the rent specified in Section 5. Medic's staff shall also have access to, and use of, bathrooms, kitchen, physical fitness room, dining room, the office, and other common areas in the Facility.

Medic understands that on days its staff is at the Facility, Medic shall have exclusive use of the bedroom but that Winters staff will store items in the additional storage areas in Bedroom Number 5.

The exact location of Medic's ambulance in the apparatus bay shall be based on operational needs and may change from time to time.

Space shall be made available within the Facility for Medic's storage of ambulance medical supplies. City shall make kitchen and bathroom facilities, supplies, and equipment available to Medic's personnel. City shall also make vehicle cleaning facilities available to Medic for its ambulance. City gas, diesel, oil, and other vehicle supplies shall not be provided to Medic unless Medic needs such supplies in an emergency.

City's medical supplies shall not be used to restock Medic's ambulance; nor will City's vehicles be stocked with Medic's supplies. Critical medical items may be borrowed with permission as the need arises, but reimbursement for the borrowed item(s) shall occur promptly.

Training

City staff and Medic staff are encouraged to attend each other's training sessions if and when appropriate provided that such training does not involve a high safety risk (such as, but not limited to, operations involving heights, pressurized devices, or flammable environments).

Personnel Matters

Medic and City personnel shall each make themselves aware of, and abide by, each other's policies regarding sexual harassment, drug and alcohol-free workplace, rules of conduct, code of ethics, and safety. Actions by a party's employee that are in violation of the other party's policy shall be reported to the Fire Chief or Medic's Vice President of Operations. The Fire Chief or Vice President of Operations shall then address the issue with the employee and advise their respective supervisor of the event.

Miscellaneous

Medic personnel shall conform to City work day schedules with regard to station maintenance and performance of chores. City shall inform its personnel that the Medic's work schedule is different from theirs.

Physical Fitness Facilities

Physical fitness facilities shall be made available to on-duty Medic personnel. Medic personnel are expected to return such facilities to at least the same condition found at the beginning of their workout. Medic personnel shall abide by all policies and procedures that may apply to this space.

Chain of Command and Communication

Supervisors from one party shall have no direct authority over employees or supervisors of the other party regarding operational issues. Minor operational issues should be resolved at the Fire Captain and EMT/Paramedic level. Major operational issues should be taken up the respective chain of command.

The Winters Fire Department is responsible for the condition of the facility, all matters of safety at the facility, and maintaining acceptable behavior in the workplace. The Fire Captain/Career Firefighter will thus have direct authority over Medic's personnel in matters related to safety, acceptable behavior, and condition of the Facility. Issues that the on duty crew cannot resolve or that are recurring shall be taken to Medic's Field Supervisor. If employees of either party have concerns about station matters or duties, they should discuss them with their supervisors.

Prior to, or shortly after, move-in, the Fire Chief and Medic's Vice President of Operations shall meet to discuss matters of living together, such as how to fairly distribute and monitor station maintenance duties.

Dispatching Procedures

Fire department and Medic's dispatching procedures shall remain basically unchanged.

Medic Ambulance Lease

Station Maintenance

Station maintenance duties shall be determined, and reduced to writing, during the pre move-in meeting (or whenever such meeting shall occur). The written duties may be updated from time to time by City and Medic as different needs arise or conditions change. Regardless, Medic shall at all times be expected to maintain the leased bedroom and common facilities it uses in an orderly and sanitary manner. Medic shall at all times comply with, and shall maintain the Premises in accordance with, City's maintenance standards.

AMR AMBULANCE LEASE

This Ambulance Lease ("Lease") is dated this ____ day of February, 2013, and is by and between the CITY OF WINTERS, a municipal corporation of the State of California ("City") and AMERICAN MEDICAL RESPONSE, INC., a Delaware corporation with an address of 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833 ("AMR"), individually a "party" and collectively the "parties."

WHEREAS, AMR is a Delaware corporation that provides emergency paramedical ambulance services within the boundaries of the City of Winters and surrounding areas; and

WHEREAS, City owns certain real property and improvements located in the City of Winters at 700 Main Street, commonly known as the "Public Safety Facility" (the "Facility"); and

WHEREAS, City currently owns, maintains, and operates the Facility; and

WHEREAS, AMR desires to stage an ambulance at the Facility pursuant to this Lease for Emergency Medical Services; and

WHEREAS, City desires to enter into this Lease so that City residents will be able to gain access to ambulance services in a more timely manner than presently exists; and

WHEREAS, City agrees to lease a portion of the Facility to AMR, and AMR agrees to lease said portion of the Facility from City on the terms and conditions herein stated.

WHEREFORE, the parties hereby agree as follows:

1. Lease and Description of Premises. Subject to the terms, conditions, and covenants set forth in this Lease, City hereby leases to AMR the use of one parking spot inside the apparatus bay and access to common use in the Facility (together the "Premises"). The Premises are more particularly described in **Exhibit A**. The Facility is located at 700 Main Street in the City of Winters.
2. Tenancy Period. This Lease shall be on a month-to-month basis, commencing on February 6, 2013.
3. Termination.
 - (a) Termination Without Cause. This Lease may be terminated by either party without cause upon one (1) month written notice to the other party.
 - (b) Termination for Cause. If AMR is in default of its rent obligation (as set forth in Section 5) or any other amount due and owing for a period of ten (10) days after written notice of such default from City, or if AMR fails or neglects to perform any of the other covenants or agreements contained in this Lease, and such default continues for a period of twenty (20) days or more after City notifies AMR in writing of such default, and AMR fails to correct the default within said applicable time period, then City may terminate this Lease. If City is in default of any

AMR Ambulance Lease

of its covenants or agreements contained in this Lease, and such failure and neglect continues for a period of twenty (20) days or more after AMR notifies City in writing of City's default, and City fails to correct the default within said applicable time period, then AMR may terminate this Lease.

(c) Return of Premises to City. Upon termination of this Lease (whether by early termination, mutual cancellation, or expiration), AMR shall turn over to City the Premises in good and serviceable condition, damage by the elements and ordinary wear and tear excepted. If AMR fails to turn over the Premises to City, City shall have the right to pursue all remedies allowed under the law to cause AMR to surrender the Premises.

(d) Holdover Tenancy. If AMR, with City's express consent, remains in possession of the Premises after the expiration or earlier termination of the term, or after the date in any notice given by City to AMR terminating this Lease, such possession by AMR shall be deemed to be a holdover month-to-month tenancy terminable on 30 days' notice given at any time by either party. During such holdover month-to-month tenancy, the rent required to be paid hereunder shall be increased by 50% over the rent of the last month prior to the expiration or earlier termination of the Lease, or such other amount as may be mutually agreed upon by the parties. AMR shall pay such rent and all other sums required to be paid hereunder monthly on or before the first day of each month. All other provisions of this Lease except those relating to the term shall apply to the month-to-month tenancy.

(e) No expiration or termination of this Lease (except as expressly provided herein), and no repossession of the Premises or any part thereof, shall relieve AMR of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, or repossession, and City may, at its option, sue for and collect all rent and other charges due hereunder at any time when such charges accrue. If City commences any suit for the repossession of the Premises, for the recovery of rent, or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of AMR to be kept or performed, and a breach can be established, AMR shall pay to City reasonable expenses incurred in connection therewith, including reasonable attorneys' fees.

4. Assignment and Subletting. AMR shall not assign, convey, mortgage, pledge, encumber, or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it, allow any transfer of or any lien upon City's interest by operation of law, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than AMR and its designated employees.

5. Rent.

(a) AMR shall pay to City as rent for the Premises One Hundred Fifty Dollars (\$150.00) per month. The parties understand that such rental amount is for AMR's use of the Premises on every even day of each month, for a 24-hour consecutive period each even day. If the parties desire to change this arrangement so that AMR leases the Premises on other days, or leases other parts of the Facility, the parties shall meet to negotiate a different rental amount. AMR shall deliver payment to City on or before the fifth (5th) day of the month for the month for which rent is due. Payment for any partial month shall be pro-rated accordingly.

AMR Ambulance Lease

(b) Rent shall be adjusted annually every July 15 based upon the increase in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-San Jose area for Urban Wage Earners and Clerical Workers. In no event shall the annual rent adjustment for CPI exceed eight percent (8%). Should this CPI index no longer be published, a similar index shall be substituted by City.

(c) All rent shall be paid, without any offset, counterclaim, or deduction whatsoever, at City of Winters, 318 First Street, Winters, CA 95695.

(d) Included in AMR's monthly rent is payment for utilities (water, sewer, gas, and electric services) supplied to the Premises as well as telephone services and cable television services. Should AMR desire additional utility services beyond that already provided by City at the Premises, AMR shall be solely responsible for the provision and payment of such services.

(e) AMR recognizes and understands that this Lease may create a possessory interest subject to property taxes levied on such interest. AMR agrees to pay, as and when due, all lawful taxes, assessments, fees, or charges from which it is not exempt, which at any time may be levied by the state, county, City or any tax or assessment levying body upon any interest in this Lease or on any possessory right that AMR may have in or to the property, or improvements or fixtures thereon, by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, and equipment used by it, or related to its operations or the hiring and employment of agents and employees, provided or used by it, in, about, or for the operation and maintenance of the Premises.

6. Use of the Premises.

(a) AMR shall be permitted to use the Premises to, at all times, store one ambulance in a bay at the Facility. AMR's employees assigned to the Premises shall also be permitted to park their personal vehicles at the Facility. Additional terms and conditions related to the use of the Premises are contained in **Exhibit B**, attached hereto and incorporated herein.

(b) AMR shall not, directly or indirectly, use or suffer the Premises (or any part thereof), or any improvements or fixtures to be constructed thereon, to be used in violation of any federal, state, or local laws, rules, regulations, or ordinances. Further, AMR shall not use or suffer the Premises of any part thereof, or any improvements or fixtures to be constructed thereon, to be used for any purpose or purposes inconsistent with those for which the Premises is hereby leased, without first obtaining the express written consent of City, consent to be issued upon a finding by City that such use of facilities will be consistent with the purpose of this Lease, or are required by circumstances not anticipated at the time of execution hereof but are determined by the City to be reasonable. This remedy shall be in addition to any others afforded by law or by this Lease.

(c) AMR and those acting by, through, or under AMR, shall not improperly store, handle, treat, use, release, dispose of, discharge, or produce any hazardous substances or hazardous waste, or any pollutant, contaminant, or toxic substance as those terms are defined in or as may be regulated or governed by any federal, state, or local laws or ordinances intended to protect health, safety, or the environment. AMR shall be responsible for remediating and

cleaning up any and all such hazardous substances, pollutants, contaminants, or toxins. AMR agrees to release, to defend with counsel acceptable to City, indemnify, and to hold City harmless from and against any and all claims, expense, loss, or liability suffered by City by reason of AMR's breach of any of the provisions of this Section or any claims by AMR's employees, agents, contractors, visitors, or assigns, if permitted under this Lease caused by, related to, or arising from such breach. The indemnity contained in this Section shall survive the expiration or earlier termination of this Lease. The parties recognize that no adequate remedy at law may exist for AMR's breach of this Section. Accordingly, City may obtain specific performance of any provision of this Section.

(d) AMR shall not commit, or suffer to be committed, any waste upon the Premises; nor shall AMR maintain, or suffer to be maintained, any nuisance or any other act or thing that may disturb the enjoyment or the use of any other property or public streets adjacent to the Premises.

(e) AMR understands and accepts the City's continued and concurrent use of the Facility as an operational apparatus storage facility, a training site for firefighter and police personnel, an emergency response facility, and other functions or uses consistent with emergency fire and police preparedness and responses.

7. Compliance with Governmental Rules and Regulations.

(a) AMR shall, at its sole cost and expense, comply with all requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, purposes, and operations, and shall faithfully observe in the use of the Premises and in the conduct of its operations all the municipal, state, and federal statutes now in force or that may hereafter be in force.

(b) AMR and City hereby incorporate the provisions of **Exhibit B**, attached hereto, and agree to abide by its guidelines.

(c) City shall have the right to make such other rules and regulations as in the reasonable judgment of City may from time to time be necessary for the safety, appearance, care, and cleanliness of the Premises and the surrounding neighborhood, the safety and well-being of the users of the Premises, and for the preservation of good order therein.

8. Condition of the Premises.

(a) City represents that to the best of its knowledge, there are no existing hazardous substances located upon the Premises. AMR agrees to accept the Premises, including the land, the building, and improvements thereon, in an "as is" condition. No promise of City to alter, remodel, repair, or improve the Premises, or any of the buildings or improvements located thereon, and no representation respecting the condition of the Premises or the buildings or improvements thereon, have been made by City to AMR, other than as is specifically set forth in this Lease.

(b) Except with respect to a termination resulting from damage or destruction, at the termination of this Lease, AMR shall return and surrender the Premises in as good a condition as

when AMR took possession, ordinary wear and tear and loss by fire or other casualty not caused by the negligence of AMR or its agents, contractors, or employees excepted. If AMR fails to comply with the previous sentence, City may restore the Premises to the condition the Premises were in when AMR took possession, and AMR shall pay the cost thereof on demand.

9. Maintenance of the Premises.

(a) AMR hereby acknowledges that City shall have no obligation to provide security measures for the benefit of the Premises. AMR assumes all responsibility for the protection and security of AMR, its agents, employees, and invitees, AMR's property, and of AMR's agents, employees, and invitees from acts of third parties. Nothing herein contained shall prevent AMR, at its sole option, from providing security protection for the Premises or Facility or any part thereof.

(b) AMR shall, at AMR's sole cost and expense, keep the Premises and each part thereof in good order, condition, and repair during the term of this Lease. AMR shall give to City prompt written notice of any damage to, or defective condition in, any part or appurtenance of the Premises' plumbing, electrical, heating, air conditioning, or other systems serving, located in, or passing through the Premises. If any damage results from any act or neglect of AMR or its agents, contractors, or employees, City may, at City's option, repair such damage, and AMR shall promptly thereupon pay to City the total cost of such repair.

(c) City and City's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, and insuring AMR's compliance with the terms and conditions of this Lease. City shall provide all keys to the Premises to AMR.

10. Alterations to Premises.

(a) Any alteration or improvement to the Premises made by AMR shall only be undertaken after seeking and obtaining prior written approval from City. All alterations and improvements made by AMR shall be at the sole cost and expense of AMR. AMR shall be solely responsible for designing, constructing, installing, and obtaining permits for any alterations or improvements.

(b) AMR shall keep the Premises free and clear from any and all liens, claims, and demands for work performed and shall post the appropriate Notice of Non-responsibility for any alteration work authorized by this Section 10. If because of any act or omission of AMR, its employees, agents, contractors, or subcontractors, any mechanic's lien, charge, or order for the payment of money shall be filed against City, or against all or any portion of the Premises, the improvements, or any portion thereof, AMR shall, at its sole cost and expense, cause the same to be discharged of record within thirty (30) days after the filing thereof, and AMR shall indemnify and save harmless City against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom.

(c) All alterations, fixtures, or equipment installed by AMR shall become the property of the City upon expiration or termination of this Lease.

11. Nondiscrimination.

During the term of this Lease, AMR agrees as follows:

(a) AMR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry, or national origin. AMR shall, in all solicitations or advertisements for employees placed by or on behalf of AMR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry, or national origin.

(b) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises, or any part thereof, and the Lease itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessors, or vendees of the Premises, or any part thereof.

12. Indemnification. AMR shall be solely responsible for, and shall indemnify, defend (by counsel reasonably acceptable to the City Attorney) and hold City, its officers, directors, agents, employees, volunteers, and any other person acting for or on behalf of City (the "Indemnified Parties") harmless from and against any and all costs, claims, losses, damages, causes of action, and liability that may arise by reason of any occurrence attributable to or arising out of AMR's exercise of, or failure of, performance pursuant to this Lease, including without limitation, any claim or cause of action for injury to or death of any person or damage to any property arising out of any such occurrence during the term of this Lease except for the extent that such cost, claim, loss, damage, action, or liability was caused by the sole negligence or willful misconduct of any of the Indemnified Parties. City shall have no liability to AMR, and AMR waives all claims against City arising from, or in any way related to, occurrences within the scope of the above indemnity set forth in this Section 12, except to the extent caused by the sole negligence or willful misconduct of an Indemnified Party.

13. Insurance.

During the term of this Lease, AMR, at its sole cost and expense, shall maintain in force and effect and shall provide to City a certificate that there is in effect:

(a) Occurrence version commercial general liability insurance or equivalent form with a limit of not less than two million dollars (\$2,000,000.00). Said policy shall designate City as an additional insured.

(b) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each accident shall be maintained. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

(c) Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) each accident.

AMR's insurance shall be with insurers licensed to do business in the State of California

and reasonably acceptable to City. Additionally, AMR shall furnish City will properly executed certificates of insurance and endorsements or copies of insurance policies that evidence all insurance required in this Section 13 and that such insurance may not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to City and AMR.

14. Abandonment. AMR shall not vacate or abandon the Premises at any time during the term of this Lease; and if AMR shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law or otherwise, City shall have the right to immediate possession of the Premises, and any improvements or fixtures thereon. All personal property of AMR, in such event, shall be removed within thirty (30) days. All personal property of AMR that is not so removed within such period of time shall be deemed to be abandoned, at the option of City, and title to any such personal property shall pass to City. For purposes of this Lease, AMR shall be deemed to have abandoned the Premises if AMR fails to use, operate, and/or maintain the Premises in accordance with this Lease for a period of thirty (30) consecutive days. The provisions of this Section shall not apply during any period that the Premises is undergoing renovations or repair due to any damage to or destruction of the improvements, provided AMR is diligently pursuing such renovations or repairs pursuant to plans approved by City.

15. Condemnation. If title to the entire Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, or conveyed in lieu of condemnation, this Lease shall automatically terminate as of the date possession is required to be delivered to the condemnor. If only a portion of the Premises is taken and the Premises is thereby rendered unsuitable for the conduct of AMR's business, either party may terminate this Lease as of the date when possession of the portion of the Premises so taken is delivered to the condemning authority. In the event of any taking, City shall be entitled to receive the entire amount of any award relating to the Premises, including all real property improvements thereon, and AMR shall be entitled to an award to recover damages resulting from the taking of its personal property, if any, diminution in value of its operation, and leasehold value. Notwithstanding the foregoing, City agrees that it shall not acquire AMR's leasehold interest by eminent domain during the term of this Lease.

16. Other Provisions.

(a) Assignment. AMR shall not assign, transfer, lease, or in any manner dispose of this Lease without the prior written consent of City.

(b) Covenants and Conditions. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term of this Lease. Should AMR default in the performance of any covenant, conditions, or agreement contained in this Lease, then this Lease shall terminate and the Premises shall revert to City.

(c) Attorneys' Fees. If any action or other proceeding arising out of this Lease is commenced by either party to this Lease concerning the Premises, then as between City and AMR, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or other proceeding by the prevailing party.

AMR Ambulance Lease

(d) Entire Agreement. The provisions of this Lease constitute the entire agreement between City and AMR with respect to the Premises, and neither party is relying on any representation, whether oral or written, that is not contained herein.

(e) Binding on Successors. The rights, duties, and obligations of this Lease shall be binding upon the heirs, successors, and assigns of the parties.

(f) Severability. If any provision of this Lease is held invalid or unenforceable, such invalidity shall not affect other provisions of this Lease. The provisions of this Lease are severable.

(g) Waiver. The waiver by any party of any breach of any term, condition, or provision of this Lease shall not be deemed to be a waiver of such term, condition, or provision, or any waiver of a subsequent breach of the same, or any other term, condition, or provision.

(h) Recitals. The recitals set forth at the beginning of this Lease are incorporated herein by reference.

(i) Captions. The captions, titles, and headings in this Lease shall have no effect on the interpretation of this Lease or any part thereof.

(j) Amendments. Any addendum or modification to this Lease shall be in writing and signed by the respective authorized representative of both City and AMR and when so executed shall become a part of this Lease.

(k) Venue. City and AMR agree that if any legal action is taken to interpret or enforce the terms and conditions of this Lease, such actions shall be filed with the proper court in the County of Yolo.

(l) Force Majeure. Except as otherwise in this Lease, if the performance of any act required by this Lease by either City or AMR is prevented or delayed by reason of any act of God, strike, act of terrorism, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

17. Notices. All notices, demands, requests, consents, or approvals that may be or are required by this Lease shall be communicated in writing by either party and shall be delivered to the following address:

CITY: City of Winters
Fire Chief
700 Main Street
Winters, CA 95695

AMR: American Medical Response, Inc.
Attn: _____

AMR Ambulance Lease

2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

If the notice cannot be delivered personally, a copy of the notice may be delivered by mail. Delivery shall be deemed given when such notice is enclosed in a sealed envelope, with postage thereon fully prepaid, that is addressed to a party on one of the above addresses and that envelope is deposited in a United States Post Office mailbox or such notice is sent by reputable overnight delivery service.

18. Authorized Signatory. The person signing this Lease on behalf of AMR affirmatively represents that he or she has the requisite legal authority to enter into this Lease on behalf of AMR and to bind AMR to the terms and conditions of this Lease. The persons executing this Lease on behalf of AMR understands that City is relying on this representation in entering into this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year set forth below.

CITY: City of Winters

By: _____
John Donlevy, City Manager

AMR: American Medical Response, Inc.

By: _____

EXHIBIT A

DESCRIPTION OF PREMISES

Pursuant to the Lease, AMR shall lease the following spaces within the Facility (collectively the "Premises"):

- One space in the apparatus bays for AMR's ambulance, such space to be determined by the City of Winters
- Parking spots at the Facility for AMR's employees
- Day room and kitchen
- Other common areas within the Facility

EXHIBIT B

CITY OF WINTERS AND AMERICAN MEDICAL RESPONSE, INC. CO-USE OF THE POLICE-FIRE FACILITY

This document explains, and offers guidance regarding, AMR's leasing of space at the City of Winters Public Safety Facility. While the City of Winters' police and fire departments and AMR all offer emergency services to the public, they may have different operational needs and different organizational cultures. These guidelines were drafted with those needs and differences in mind. Successful co-use of the Facility will require all personnel to be tolerant and respectful of the differences of others.

Lease Arrangement

The City of Winters and AMR have entered into a lease agreement at the Winters Public Safety. AMR, in addition to leasing sufficient space to shelter one ambulance, will also have access to, and use of, bathrooms, kitchen, physical fitness room, dining room, the office, and other common areas. The parties understand that AMR's staff shall occupy the Facility only on even days, with the day beginning at 8 a.m. and ending at 7:59 a.m. the following day. Should AMR's employees be able and willing to occupy the Facility every day, the Lease shall be amended to increase the rent specified in Section 5.

The exact location of AMR's ambulance in the apparatus bay shall be based on operational needs and may change from time to time.

Space shall be made available within the Facility for AMR's storage of ambulance medical supplies. City shall make kitchen and bathroom facilities, supplies, and equipment available to AMR's personnel. City shall also make vehicle cleaning facilities available to AMR for its ambulance. City gas, diesel, oil, and other vehicle supplies shall not be provided to AMR unless AMR needs such supplies in an emergency.

City's medical supplies shall not be used to restock AMR's ambulance; nor will City's vehicles be stocked with AMR's supplies. Critical medical items may be borrowed with permission as the need arises, but reimbursement for the borrowed item(s) shall occur promptly.

Training

City staff and AMR staff are encouraged to attend each other's training sessions if and when appropriate provided that such training does not involve a high safety risk (such as, but not limited to, operations involving heights, pressurized devices, or flammable environments).

Personnel Matters

AMR and City personnel shall each make themselves aware of, and abide by, each other's policies regarding sexual harassment, drug and alcohol-free workplace, rules of conduct, code of ethics, and safety. Actions by a party's employee that are in violation of the other party's

AMR Ambulance Lease

policy shall be reported to the Fire Chief or AMR's Vice President of Operations. The Fire Chief or Vice President of Operations shall then address the issue with the employee and advise their respective supervisor of the event.

Miscellaneous

AMR personnel shall conform to City work day schedules with regard to station maintenance and performance of chores. City shall inform its personnel that the AMR's work schedule is different from theirs.

Physical Fitness Facilities

Physical fitness facilities shall be made available to on-duty AMR personnel. AMR personnel are expected to return such facilities to at least the same condition found at the beginning of their workout. AMR personnel shall abide by all policies and procedures that may apply to this space.

Chain of Command and Communication

Supervisors from one party shall have no direct authority over employees or supervisors of the other party regarding operational issues. Minor operational issues should be resolved at the Fire Captain and EMT/Paramedic level. Major operational issues should be taken up the respective chain of command.

The Winters Fire Department is responsible for the condition of the facility, all matters of safety at the facility, and maintaining acceptable behavior in the workplace. The Fire Captain/Career Firefighter will thus have direct authority over AMR's personnel in matters related to safety, acceptable behavior, and condition of the Facility. Issues that the on duty crew cannot resolve or that are recurring shall be taken to AMR's Field Supervisor. If employees of either party have concerns about station matters or duties, they should discuss them with their supervisors.

Prior to, or shortly after, the execution of this Lease, the Fire Chief and AMR's Vice President of Operations shall meet to discuss any additional matters, such as how to fairly distribute and monitor station maintenance duties.

Dispatching Procedures

Fire department and AMR's dispatching procedures shall remain basically unchanged.

Station Maintenance

Station maintenance duties shall be determined, and reduced to writing, during the pre move-in meeting (or whenever such meeting shall occur). The written duties may be updated from time to time by City and AMR as different needs arise or conditions change. Regardless, AMR shall at all times be expected to maintain the common facilities it uses in an orderly and

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sanitary manner. AMR shall at all times comply with, and shall maintain the Premises in accordance with, City's maintenance standards.

1. Strategic Goal Setting

Cross training of staff

..... possibly police and fire (cost recovery)

- Economic Development
- Downtown Business/I-505 Business district
- Housing - variety of housing stock
- Senior Housing
- Services we provide
- Employee retention (career development)
- Fiscal sustainability
- Jobs housing balance

Partnerships

- School
- Chamber
- College Dist. (Solano, Davis)
- Non-Profits
- Realtors

Community Center

Railroad Ave. Corridor (Downtown Master Plan)

Sports Park

Basketball Standards (City Park)

Extension of Putah Creek Trail (to El Rio Villa)

Custom Homes

Consolidation of Corporation Yard

Traffic Circulation

Usage of Unused Facilities (Old Police and Fire Buildings)

Good Public Relations (within and outside)

Update General Plan

Social Media/City Website

Communication

IT

Youth Employment (RISE)

12,500

Senior Center

Volunteerism

Economic Development

- Downtown
- Jobs housing
- Downtown I-505
- Hotel
- Community Center
- Railroad Ave. Corridor
- Business Friendly Customer Service
- Grant Ave. design Guidelines
- Planning Resources
- Partnership with Chamber
- Lake Berryessa Gateway - Regional Recreation
- Business Improvement District
- Broadband/Social Media
 - Marketing
 - Energy
 - Ag Hub

Community Development

- Housing (variety/custom homes/12,500)
- Business development
- General Plan Update
- Police/Fire (corresponding personnel)

Partnerships

- Youth Employment
- Shared Services
- Volunteerism
- Service Organization
- County/Regional
- Chamber/realtors

Services

- Community Center
- Parks – Putah Creek
- Sports Park
- Utilities (water, sewer, garbage)
- P.R.
- Shared Services
- Fund Services (Sustainability)
- Police/Fire

Fiscal Well Being

- 50% Cash
- 25% Unrestricted Funds
- Sustainability
- Employee retention, training, career development
- Cost recovery