



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, September 6, 2016
6:30 p.m.
AGENDA

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 2, 2016 (pp. 5-8)
- B. Project Budget Sheet and Consultant Services Agreement with Fehr & Peers – Traffic Circulation Master Plan Update, Project No. 16-04 (pp. 9-26)
- C. Wastewater Treatment Facility Monitoring Services with Luhdorff & Scalmanini for Extension of Contract (pp. 27-31)
- D. Water Resource Association (WRA) Chromium 6 and Storm Water Grant Agreements (pp. 32-50)
- E. Yolo-Solano Air Quality Management District (YSAQMD) Bike Train Grant Award (pp. 51-64)
- F. Walnut Park Shade Structure Installation Contract Award (pp. 65-67)
- G. RFP (Request for Proposal) for a Comprehensive Fee Study and Cost Allocation Plan (pp. 68-69)
- H. Replacement of Junction Box at East St. Headworks (pp. 70-72)
- I. League of California Cities 2016 Annual Conference Resolution (pp. 73-99)
- J. Well #6 Flow and Pump Test Retrieve Sample (pp. 100-101)

PRESENTATIONS

Presentation of Winters Police Department's Volunteer and Cadet Program by Officer Alan Pinette and Chaplain/VIP Robert Duvall

Presentation of Winters Police Department's Reserve Program by Officer Jose Hermosillo

DISCUSSION ITEMS

- 1. Planning Commission Appointment (pp. 102)
- 2. Parking Committee – Parking Consultant Recommendation (pp. 103-147)

3. Request for Release from Affordable Housing Obligation for the Winters Village East Condominiums (pp. 148-163)
4. Remodel North Side of Old Police Department into an Accessible Compliant Conference/Training/Overflow Room (pp. 164-166)
5. Memorandum of Understanding with the Yolo County DA's Office for a High Tech Crimes Unit (pp. 167-172)

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

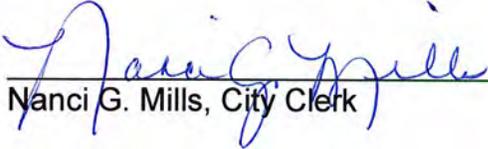
1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the September 6, 2016 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on September 1, 2016, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

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

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Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

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

Winters Library – 708 Railroad Avenue (Agenda Only)

City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on August 2, 2016

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

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren and Mayor Cecilia Aguiar-Curry
Absent: Council Member Pierre Neu
Staff: City Manager John Donlevy, Police Chief John Miller, Associate Planner Jenna Moser, Environmental Services Manager Carol Scianna, Building Official Gene Ashdown, and Management Analyst Tracy Jensen.

Council Member Harold Anderson led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested that Discussion Item #2, Planning Commission Appointment, be removed and postponed until Council Member Neu can participate in the final Planning Commission interview. He also requested that Discussion Item #3, Rancho Arroyo Detention Pond Expansion be removed until staff can obtain more information and perform public outreach. Motion by Council Member Biasi, second by Council Member Anderson to approve the agenda with said changes. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, and Mayor Aguiar-Curry
NOES: None
ABSENT: Council Member Neu
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Rebecca Fridae, 112 Liwai Village Court, was concerned about the planned removal of the Oak Trees at the Rancho Arroyo Detention

Pond and volunteered to be a committee member if needed. The one mitigation offered by the Carter Ranch developers was to keep the trees and she would like to see them stay.

Dave Adams, 711 Foxglove, said he was upset to learn about the planned removal of the grove of 20 trees for the financial convenience of the developers. These trees along the Rancho Arroyo Detention Pond provide habitat, morning and evening shade, aesthetic enhancement as well as property value enhancement. Dave provided several alternatives to avoid the removal of the trees and said they are an established amenity and should not be removed in order to accommodate the amenity in another neighborhood. The removal of these trees would be a significant change to our local environment.

Wally Pearce, P.O. Box 792, provided information to Council about a proposed one-half percent tax for the November ballot to benefit the seniors.

Jon Tice, 1041 Kennedy Drive, voiced his concern for the safety of those who live near the skate park site at Valley Oak & Grant and asked Council to look into it. Mayor Aguiar-Curry directed staff to put him in touch with representatives from PG&E.

Dr. Todd Cutler, Superintendent of the Winters Joint Unified School District greeted Council and welcomed new Council Members Biasi & Loren. School will be starting on August 10th and Measure R funds are being utilized to beautify the campuses. The School Board passed a \$17 million bond, which will be on the November ballot as Measure D. Mayor Aguiar-Curry indicated there was more funding available for the Home to School program and Dr. Cutler said the goal is to have every middle school and high school student have a learning device. Students will have internet access outside of school, which will include Yolo Housing. Dr. Cutler informed Council he would like to come back and give a presentation to Council.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 19, 2016
- B. Consideration of Permit Application to US Fish and Wildlife Service for the Yolo Habitat Conservation Plan
- C. Claim Against the City of Winters – Jim Ogando
- D. Street Closure Request by Winters Chamber of Commerce for Annual Earthquake Festival to be Held on August 26, 2016
- E. Amplified Sound Permit Application – Saint Anthony's Parish's Mexican Fiesta on September 18, 2016
- F. Resolution 2016-32, a Resolution of the City Council of the City of Winters – Liens on Property

City Manager Donlevy gave an overview. Council Member Anderson requested that Item D be taken separately. Motion by Council Member Anderson, second by Council Member Biasi to approve Items A,B,C,E,F. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, and Mayor Aguiar-Curry
NOES: None
ABSENT: Council Member Neu
ABSTAIN: None

Motion by Council Member Biasi, second by Council Member Loren to approve Item D. Motion carried with the following vote:

AYES: Council Members Biasi, Loren, and Mayor Aguiar-Curry
NOES: None
ABSENT: Council Members Anderson and Neu
ABSTAIN: None

DISCUSSION ITEMS

1. Second Reading and Adoption of *Ordinance 2016-09 - Fairfield Inn & Suites Rezone (Planned Development Overlay)*

Associate Planner Jenna Moser gave an overview. Motion by Council Member Anderson, second by Council Member Loren to waive the second reading and adopt Ordinance 2016-09, the rezone (Planned Development Overlay) for the construction of the Fairfield Inn & Suites Hotel based on the identified Findings of Fact, and find the project consistent with the I-505/Grant Avenue Planning Area Land Use Modifications Project and the Mitigated Negative Declaration adopted for this project on April 25, 2012. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, and Mayor Aguiar-Curry
NOES: None
ABSENT: Council Member Neu
ABSTAIN: None

2. Planning Commission Appointment

This item was removed from the agenda and will be brought back to Council at the September 6th City Council meeting.

3. Rancho Arroyo Detention Pond Expansion

This item was removed from the agenda to give staff the opportunity to perform public outreach and will be brought back to Council at a later date.

4. City Hall Conference Room Re-Model

Council Member Anderson recused himself due to a possible conflict of interest.

Building Official Gene Ashdown gave an overview. Council discussed interior walls, window options, tables and chairs price change, which was due to the reduction of furniture. Gene said if the occupancy limit goes over 49, another exit must be added. Mayor Aguiar-Curry asked why the entire building wasn't being considered for use and whether a small kitchenette could be added. She suggested to staff to contact PG&E or the USDA to possibly apply for a grant for community kitchens. She said she would like to see this re-model happen, but wants to do it right.

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

1. None
-

CITY MANAGER REPORT: The Community Center will be opened for fire evacuations due to the Cold Fire, which started around 4:30 this afternoon. City Manager Donlevy also noted it is sometimes tough to be a parent, friend and City Manager all at once.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:09 p.m. and asked that our firefighters stay safe at the outbreak of the Cold fire.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: September 6, 2016
FROM: John W. Donlevy, Jr., City Manager 
Alan L. Mitchell, City Engineer
SUBJECT: Project Budget Sheet and Consultant Services Agreement with Fehr & Peers –
Traffic Circulation Master Plan Update, Project No. 16-04.

RECOMMENDATION: Staff recommends the City Council (1) approve a Project Budget Sheet (PBS) for the Traffic Circulation Master Plan Update, Project No. 16-04; (2) authorize the City Manager to execute a Consultant Services Agreement with Fehr & Peers for the Traffic Circulation Master Plan Update, Project No. 16-04; and (3) authorize expenditures up to One-Hundred-Ten Thousand, Five-Hundred-Ninety dollars (\$110,590) for the Consultant Services Agreement.

BACKGROUND: In 1992, as part of the General Plan Update, the Circulation Master Plan was prepared by Wilbur Smith Associates. It includes an assessment of then-existing traffic conditions and, using a traffic modeling software, an analysis of future traffic conditions for various combinations of land-use and roadway improvements. The Plan provided a recommended circulation plan including projects with cost estimates, and roadway classifications and standards.

Subsequently, the City's on-call Traffic Engineering Consultant - Fehr & Peers has provided additional analysis and in 2002 developed a travel demand model (traffic model) to produce more reliable traffic forecasting to use with evaluating the traffic impacts of new development. They have also prepared traffic studies for specific development projects, including Winters Highlands, Callahan Estates, Hudson Ogando, and Creekside Estates, the PG&E Gas Training Facility, the I-505/Grant Ave. Planning Area, Burger King/Arco, and they also prepared the Grant Ave./Hwy. 128 Complete Streets Concept Plan and Grant Avenue Access Study.

DISCUSSION: Staff is preparing to update the Impact Fee Program (AB1600), which includes projects to expand the current public facilities to serve new development and to establish appropriate capital improvement facilities fees to pay for the cost of these facilities,

consistent with the goals and policies of the General Plan. The update of the Traffic Circulation Master Plan is needed in order to identify the transportation elements needed to serve new development, and identify the estimated costs for those elements, which will be used to set the impact fees the city will collect. In addition, the update of the Master Plan will result in a comprehensive plan that incorporates approved development, as well as future development through General Plan buildout. We currently have only the 1992 Plan plus numerous individual Traffic Studies and Reports, which will be melded into one document for future planning of the City's circulation system.

Staff recommends the City Council approve the attached PBS and authorize execution of the Agreement with F&P's, to move forward with the comprehensive, city-wide analysis to prepare the city for future development and to provide a safe and efficient road network.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The attached PBS includes funding in the amount of \$124,000, which cover consultant fees, project management, and CEQA. The funding is from Street Impact-Fund 411. The Consultant Agreement with F&P's is for a not to exceed amount of \$110,590.

Attachments: Project Budget Sheet
Consultant Agreement

TRAFFIC CIRCULATION MASTER PLAN UPDATE Project Budget Sheet

CIP#: 16-04
Last Updated:
Project Owner: Public Works
Project Manager: Alan Mitchell

MTIP #
Original Approval: September-16
Project Resource: Consultant

Description:

Update the City's Circulation Master Plan, dated May 19, 1992, to include LOS Policy, Travel Demands Forecasting, and Project Development for AB1600 Fee Program.

Authority:

General Plan Policy stipulates the City create and maintain a safe and efficient road network. The Master Plan provides analysis to develop the road network for future growth.

Budget:						
Item	%	Amount	Item	%	Amount	
Project Management		\$11,000	Design		\$0	
Traffic Consultant		\$111,000	Permits		\$0	
Pre-Design		\$0	Construction		\$0	
CEQA/NEPA		\$2,000	Contingency			
Project Total:					\$124,000	

Financing Schedule:		Project Start:	2016	Project Completion:	2017		
Phases: Data collection, Project Lists/Costs, Report							
Fund Code:	411						
Name:	Street Impact	Blank	Blank	Blank	Blank	Blank	FY Totals
Previous							\$ -
FY 15/16:							
FY 16/17:	\$ 124,000						\$ 124,000
FY 17/18:							\$ -
Fund Totals:	\$ 124,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,000

Recommended for Submittal
 Recommended for Approval
 Finance Department Approval
 City Manager Approval

Carol Scianna 8/25/16
 Carol Scianna, Public Works (date)
Alan Mitchell 8/29/16
 Alan Mitchell, City Engineer (date)
Shelly Gunby 8/29/16
 Shelly Gunby, Director of Finance (date)
 John Donlevy, City Manager (date)



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 16-004F&P**

THIS AGREEMENT is made at Winters, California, as of September ____, 2016 by and between the City of Winters ("the CITY") and (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 August 15, 2016. Consultant shall provide said services at the time, place, and in the manner specified by this 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 Cost Estimate included in Exhibit "A", but in no event shall total compensation exceed One-Hundred-Ten Thousand, Five-Hundred-Ninety dollars (\$110,590), 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 "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

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

EXECUTED as of day first above-stated.

CITY OF WINTERS, a municipal corporation

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

CONSULTANT

By: _____
David Robinson, Principal

REVIEWED AS TO FORM:

ATTEST:

By: _____
Ethan Walsh, City Attorney

By: _____
Nanci G. Mills, CITY CLERK

EXHIBIT "A"
CONSULTANT'S PROPOSAL
SCOPE OF WORK AND COST ESTIMATE FOR SERVICES

FEHR & PEERS

August 29, 2016

Mr. Alan Mitchell
City of Winters
318 First Street
Winters, CA 95694

RE: *Proposal to Update the City of Winters LOS Policy, Travel Demand Forecasting Model, and Development Impact Fee Schedule*

Dear Mr. Mitchell:

Fehr & Peers is submitting the following work scope and budget to update the City of Winters level of service (LOS) policy, travel demand forecasting model, and development impact fee schedule. The purpose of this effort will be to address the following objectives:

- Assess the City's existing LOS policy.
- Update the City's travel demand forecasting model with current land use and roadway information and future development assumptions.
- Conduct LOS analysis and identify future roadway improvement projects.
- Revise the City's Development Impact Fee Schedule based on updated development assumptions and identified roadway improvement projects.

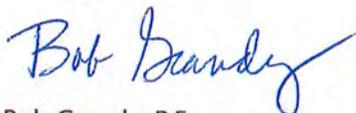
Exhibit A contains our detailed scope of work. This scope reflects the approach discussed with City staff during the August 10, 2016 coordination meeting. Exhibit B includes a cost estimate. We are prepared to complete the tasks in Exhibit A on a time-and-materials basis for a not-to-exceed amount of \$110,590.

With local schools now in session, we are prepared to begin work and conduct traffic counts immediately following notice to proceed. We will submit invoices on a monthly basis.

Please call if you have any questions or need additional information regarding this proposal.

Sincerely,

FEHR & PEERS



Bob Grandy, P.E.
Principal



David B. Robinson, P.E.
Principal

Mr. Alan Mitchell

August 29, 2016

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EXHIBIT A

Scope of Work

Proposal to Update the City of Winters LOS Policy, Travel Demand Forecasting Model, and Development Impact Fee Schedule

The following scope of work is based on updating the City of Winters level of service (LOS) policy, travel demand forecasting model, and development impact fee schedule. The purpose of this update will be to address the following objectives:

- Assess the City's existing LOS policy.
- Update the City's travel demand forecasting model with current land use and roadway information and future development assumptions.
- Conduct LOS analysis and identify future roadway improvement projects.
- Revise the City's Development Impact Fee Schedule based on updated development assumptions and identified roadway improvement projects.

Task 1 Existing Deficiency Assessment and LOS Policy Review

Data Collection and Traffic Operations Analysis

Fehr & Peers will collect peak period and daily traffic counts at key locations throughout the City of Winters. New intersection turning movements will be recorded during the AM (7-9 AM) and PM (4-6 PM) peak periods at study intersections one through six listed below. For study intersections seven through nine, we will utilize counts conducted for recent transportation studies in Winters, including the PG&E Gas Operations Technical Training Center Transportation Impact Study (December 2014). The analysis will include the following nine (9) study intersections:

1. Grant Avenue / Valley Oak Drive
2. Grant Avenue / Main Street
3. Railroad Avenue / Niemann Street
4. East Grant Avenue / Railroad Avenue
5. Railroad Avenue / Main Street
6. East Grant Avenue / East Main Street
7. East Grant Avenue / CR-90
8. East Grant Avenue / I-505 SB Ramps
9. East Grant Avenue / I-505 NB Ramps

Mr. Alan Mitchell

August 29, 2016

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Daily traffic volumes will be recorded for a 48-hour period during consecutive weekdays at the following twelve (12) study roadway segment locations:

1. Grant Avenue – CR-87E to Valley Oak Drive
2. Valley Oak Drive – Quail Court to Grant Avenue
3. Main Street – Aster Street to Grant Avenue
4. Main Street – Grant Avenue to Edwards Street
5. Niemann Street – Almeria Drive to Railroad Avenue
6. Railroad Avenue – North of Niemann Street
7. Grant Avenue – 2nd Street to 1st Street
8. Railroad Avenue – Anderson Avenue to East Grant Avenue
9. Railroad Avenue – Wolfskill Street to Putah Creek Road
10. East Grant Avenue – Morgan Street to East Main Street
11. East Main Street – East Grant Avenue to East Baker Street
12. East Grant Avenue – East Main Street to Timber Crest Road

Traffic count locations are depicted in Exhibit C. Study intersections are depicted in blue and study roadway segments are depicted in red.

We will analyze study intersection operations using procedures described in the *Highway Capacity Manual* (HCM) (Transportation Research Board, 2010) as implemented in the Synchro software program. For roadway segment operations, we will compare peak roadway segment traffic volume to generalized roadway segment capacity thresholds. Intersection analysis results will include vehicle delay and level of service (LOS) while roadway segment operations will include volume-to-capacity ratio and LOS. This analysis will identify existing deficiencies for the traffic impact fee update described in more detail in Task 4.

LOS Policy Matrix

Fehr & Peers will develop a matrix that matches varying LOS policy thresholds with conceptual transportation improvement projects and project costs (provided by the City engineer) necessary to satisfy each threshold. The purpose of this matrix will be to demonstrate the impact of local LOS policy on the scope and magnitude of planned transportation improvement projects. We will include actual and hypothetical LOS thresholds, including the existing LOS policy identified in the City of Winters General Plan as well as the LOS policy in the Yolo County Congestion Management Plan (CMP).

Using this matrix, we will work with City staff to identify potential modifications to the City's LOS policy, with the goal of developing an updated LOS policy that ensures desirable roadway operations as the City continues to grow.

Mr. Alan Mitchell
August 29, 2016
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Fehr & Peers will prepare a technical memorandum documenting the assessment and refinement of the City's LOS policy.

Task 2 Travel Demand Forecasting

Fehr & Peers will prepare an updated travel demand forecasting model for the City of Winters. The updated travel demand forecasting model will reflect 2016 base year conditions and a 2036 future year horizon. We will utilize the 2002 City of Winters Travel Demand Model as the basis for the model update, refining land use and transportation inputs as necessary to reflect Year 2016 and Year 2036 conditions. This process is described below.

Base Year Model Update

Building off of the 2002 City of Winters Travel Demand Model, Fehr & Peers will update the base year version of the model to represent Year 2016 conditions, both in terms of developed land uses and constructed roadways. Year 2016 land use conditions will be derived from the SACOG MTP/SCS 2012 base year model parcel file and adjusted based on collaboration with City staff to identify residential and employment growth that has occurred in the City between 2012 and 2016.

We will review the trip generation and trip distribution components of the model and update any information as necessary.

We will compare the model's performance against performance targets provided in the *2010 California Regional Transportation Plan Guidelines* (CTC, 2010). This model validation compares the model's estimate of travel to observed volumes to ensure that the forecasting model is sensitive and accurate for its intended application.

Future Year Model Development

Fehr & Peers will update the City's future year model to represent Year 2036 land use and roadway conditions. Development of the future year model includes the following three components:

- Land Use Growth – We recommend developing buildout and market-level (Year 2036) land use forecasts. This market-level growth forecasts will be based on SACOG's MTP/SCS growth projections for the City of Winters.
- External Travel Estimation – We will use the SACOG MTP/SCS model to estimate travel characteristics external to the City of Winters.
- Transportation Network Sizing – Roadway sizing will be developed through an iterative process as described in Task 3 below.

Mr. Alan Mitchell

August 29, 2016

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We will prepare a technical memorandum summarizing the Travel Demand Model update effort, including base year model validation results and future year land use and transportation assumptions.

Task 3 Roadway Master Planning

Fehr & Peers will prepare a roadway master plan for the City of Winters. The roadway master plan will identify specific transportation improvement projects that address future circulation needs throughout the City. Previous transportation planning efforts, including the *City of Winters Circulation Master Plan (1992)*, *Grant Avenue Access Study (2006)*, and *Grant Avenue / SR 128 / Russell Boulevard Complete Streets Concept Plan (2010)*, among others, will inform the development of the roadway master plan concept.

We will use the updated travel forecasting model to assess future circulation needs within the City. We will test the effects of up to six (6) sets of roadway alternatives, evaluating the forecasted traffic volumes and roadway operations according to the updated LOS policy in Task 1.

The roadway master planning will include allowable development levels in the North Area to confirm roadway sizing (i.e., number of roadway travel lanes) and necessary right-of-way reservations. However, we will use the market-level growth forecasts from SACOG's MTP/SCS (outlined above) to develop the 20-year infrastructure needs to support the update to the City's development impact fee program, as discussed in Task 4. Using the updated travel forecasting model based on the market-level growth, we will test the effects of up to six (6) sets of roadway alternatives, evaluating the forecasted traffic volumes and roadway operations according to the updated LOS policy in Task 1.

Transportation improvement projects will be identified where forecasted future traffic volumes are expected to result in unacceptable roadway operations. Conceptual planning-level cost estimates as provided by the City engineer will be matched to the identified improvement projects.

We will prepare a City of Winters Circulation Master Plan document detailing the roadway master plan concept. The document will include an assessment of circulation needs, a description of the future circulation system, recommended roadway improvement projects, and the associated planning-level cost estimates for each improvement project.

Mr. Alan Mitchell

August 29, 2016

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Task 4 Development Impact Fee Schedule Update

Fehr & Peers will prepare an updated City of Winters Development Impact Fee Schedule. The updated fee schedule will apportion the costs of roadway improvement projects identified in Task 3 to anticipated land use development identified in Task 2.

We will conduct a nexus analysis to relate the needs for the identified transportation improvement projects to new development in the City. This analysis establishes a reasonable relationship between the proportion of expected vehicle trips and congestion levels attributable to new development and the necessary transportation improvement projects that will be funded by the development impact fee program. We will use the updated travel demand forecasting model to establish the portion of traffic from new development that will use the transportation system.

For each improvement project included in the fee program, the proportion of the project's need that can be attributed to new development will be applied to the estimated project costs. These costs will be summed across all projects to determine the fee per unit.

We will prepare a technical memorandum detailing the updated fee schedule and summarizing the process by which the updated fees were calculated.

Mr. Alan Mitchell

August 29, 2016

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Task 5 Meetings

We anticipate our participation in a variety of meetings that could include a kick-off meeting, focused technical meetings, and public hearings. We have budgeted attendance at up to five (5) meetings during this effort.

Schedule

We are prepared to complete Tasks 1 – 4 by the end of December 2016, including the following project milestones:

- Task 1 – Late September 2016
- Task 2 – Early November 2016
- Task 3 – Late November 2016
- Task 4 – Early December 2016

FEHR & PEERS

EXHIBIT B

Cost Estimate

Fehr & Peers will complete the tasks described in Exhibit A on a time-and-materials basis for a not-to-exceed amount of \$110,590. The following table summarizes estimated by task.

City of Winters - Model and Fee Program Update								
Task	Principal	Senior Associate	Senior Trans. Engineer	Trans. Planner	GIS/ Graphics	Admin. Support	Hours	Cost
	\$270	\$240	\$160	\$115	\$120	\$115		
Task 1: Existing Deficiency Assessment and LOS Policy Review	4	8	0	24	0	2	38	\$5,990
Task 2: Travel Demand Model Update	4	24	120	104	16	4	272	\$40,380
Task 3: Roadway Master Planning	4	24	40	80	48	4	200	\$28,660
Task 4: Fee Schedule Update	4	8	40	72	16	4	144	\$20,060
Task 5: Meetings	8	20	4	20	0	0	52	\$9,900
Total Hours	24	84	204	300	80	14	706	
Labor Cost								\$104,990
Intersection Turning Movement Counts (six intersections)								\$1,440
Roadway Segment Counts (twelve roadway segments)								\$2,160
Other Direct Cost (Travel, Printing, Reprographics, Phone, Communications, etc.)								\$2,000
Total Cost								\$110,590

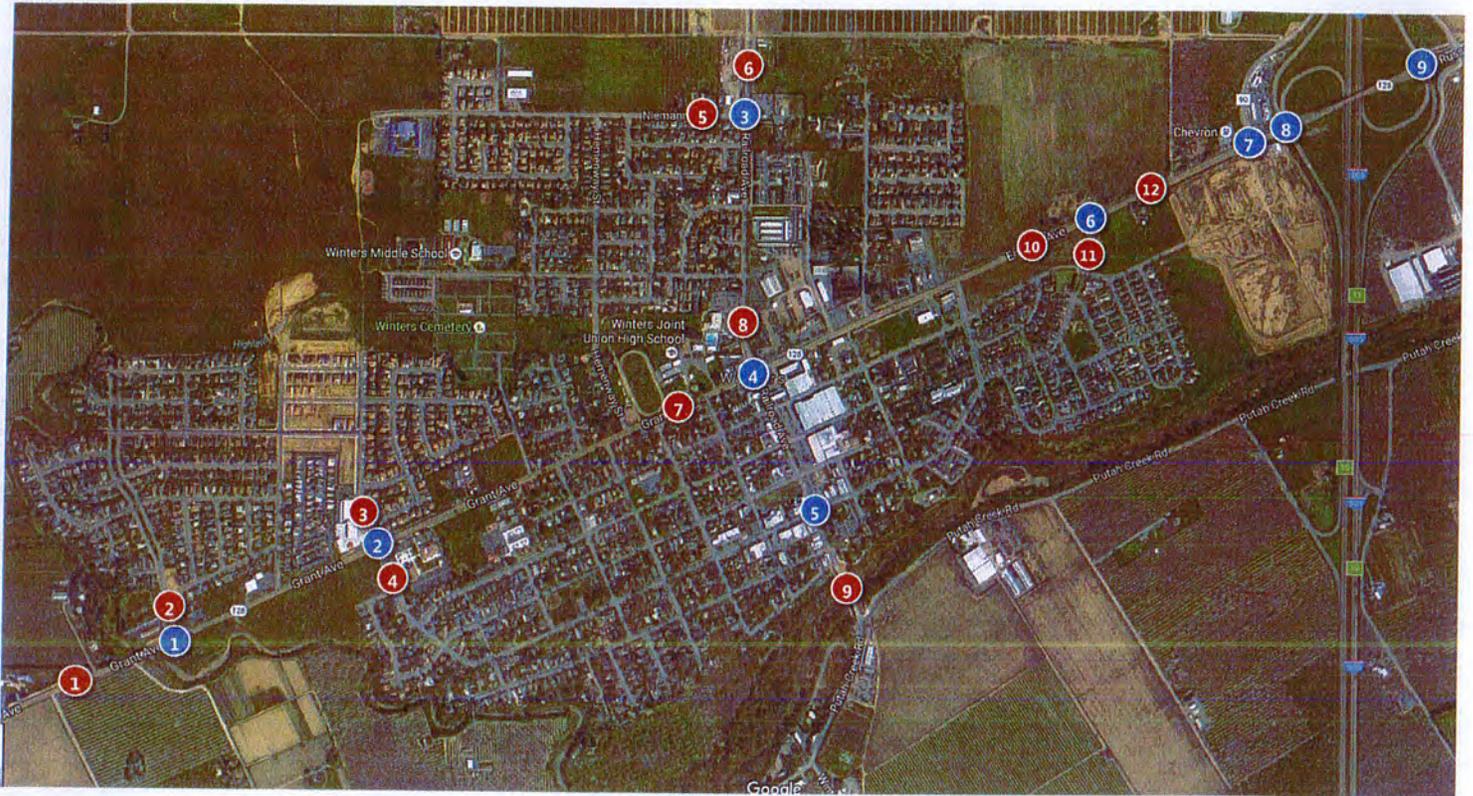


EXHIBIT C Traffic Count Locations

EXHIBIT "B"
GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation will be made during the term of this agreement, without thirty (30) days written notice (ten (10) days written notice for cancellation due to non-payment of premiums) to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

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

shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

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

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole reasonable 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 shall be a reasonable 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.

END



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Wastewater Treatment Facility Monitoring Services Luhdorff & Scalmanini for Extension of Contract

RECOMMENDATION: Extension of Service Agreement with Luhdorff & Scalmanini (L&S) for continued Wastewater Treatment Facility Monitoring Services in the amount not to exceed \$29,755.50

BACKGROUND: The City initiated a contract with L&S in October 2006 to provide the required groundwater monitoring at the Wastewater Treatment Facility. They have continued to provide reliable and efficient results and have stayed under budget for their services. In 2008 the City was required to add additional monitoring wells, which L & S assisted the City in completing the installation of the new wells and the subsequent necessary reporting. Two years later L&S petitioned the Regional Water Quality Board to install Hydrosleeves this technique enabled us to streamline the monitoring procedure, L & S were also successful in their request on behalf of the City for reduced monitoring from quarterly to semi-annual in 2012, which has further reduced costs to the City.

FISCAL IMPACT: Not to exceed \$29,755.50

July 19, 2016
File No. 15-1-089

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

**SUBJECT: SCOPE OF WORK AND BUDGET FOR HYDROGEOLOGIC SERVICES
(FISCAL YEAR 2016/17)
CITY OF WINTERS WASTEWATER TREATMENT FACILITY
YOLO COUNTY, CA**

Dear Ms. Scianna:

Per your request, Luhdorff and Scalmanini, Consulting Engineers (LSCE) has prepared this scope of work and budget for hydrogeologic services related to the City's Wastewater Treatment Facility (WWTF) for the fiscal year 2016/17 (July 1, 2016 to June 30, 2017).

The City presently operates the WWTF under the California Regional Water Quality Control Board's (RWQCB) *Waste Discharge Requirements* (WDRs) Order No. R5-2002-0136, adopted July 19, 2002, the revised *Monitoring and Reporting Program* (MRP REV 2) Order No. R5-2002-0136, adopted July 8, 2011 and effective July 1, 2011, and *Cease and Desist Order* No. R5-2007-0002 (CDO), adopted January 25, 2007.

The following scope of work is comprised of four tasks:

1. Project Administration
2. Groundwater Sampling
3. Semi-Annual Reporting
4. Contingency Fund

Task 2 includes four groundwater monitoring events in compliance with the WDRs and the revised MRP (REV 2). Quarterly monitoring events are planned for August and November 2016, and February and May 2017. Quarterly monitoring is planned for water level monitoring (in August, November, February, and May) and semi-annual monitoring is planned for groundwater quality monitoring (August and February).

Task 3 includes the preparation of two semi-annual monitoring reports (due August 1, 2016 and February 1, 2017) to be prepared in compliance with the WDRs and the revised MRP (REV 2).

Task 4 includes staff time to provide support services, on an as-needed basis, such as to avoid cumbersome budget amendment requests.

We propose to complete the work as scoped on a time and materials basis in accordance with LSCE's *Schedule of Fees for Engineering and Field Services (2016)*, a copy of which is attached. The tasks are detailed in the attached Project Cost Estimate.

Should the cost of services exceed our estimate, we will report the status of completed and completable work and further estimate additional requirements, including explanation of the need for further work, before proceeding.

We appreciate the opportunity to prepare this scope and budget to respond to your request.

Sincerely,

LUHDORFF AND SCALMANINI,
CONSULTING ENGINEERS



Vicki Kretsinger
Senior Principal Hydrologist



Till Angermann, P.G., C.Hg.
Principal Hydrogeologist



Barbara Dalgish, P.G.
Senior Hydrogeologist

BD/tea/vk

Subtask 1. Enclosures:

Project Cost Estimate

LSCE 2016 Schedule of Fees - Engineering and Field Services

PROJECT COST ESTIMATE

Client: City of Winters; Attn.: Ms. Carol Scianna
 Project: City of Winters WWTF WDRs/MRP Compliance - Fiscal Year 2016/17 (July 1, 2016 - June 30, 2017)
 File No: 15-1-089
 Estimate: BD/TEA/VK
 Date: July 19, 2016

Task	Billing Level Billing Rate (\$/hr)	Estimated Labor Hours					Labor Cost	Direct Cost ¹
		Senior Principal \$200	Principal \$198	Senior \$175	Staff \$130	Clerical \$69		
1. Project Administration		2	2	10	0	0	\$2,150.00	\$100.00
2. Groundwater Sampling (Four Events) ²		0	1	6	50	0	\$7,550.00	\$300.00
3. Semi-Annual Reporting (Two Reports) ³		4	4	30	8	4	\$7,366.00	\$250.00
4. Contingency Fund		0	0	0	0	0	\$0.00	\$2,000.00
Total LSCE Cost							\$19,716.00	

Outside Services

Admin. @ 15%

Laboratory Analysis ⁴	\$8,730.00	\$10,039.50
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Total Project Estimate \$29,755.50

1. Direct costs account for mileage, copies, postage, miscellaneous supplies, and incidentals.
2. Quarterly groundwater level monitoring and semi-annual groundwater quality sampling of nine wells per requirements set forth in the Revised MRP (July 8, 2011 REV 2); groundwater quality sampling planned to occur in Aug-2016 and Feb-2017.
3. Semi-annual reports due August 1, 2016 and February 1, 2017.
4. Analyses per requirements set forth in the Revised MRP (9 annual samples @ \$ 610.00 each; 9 semi-annual samples at \$360.00 each).
The estimated laboratory analytical cost is based on recent experience and not on an actual bid.



**LUHDORFF & SCALMANINI
CONSULTING ENGINEERS**

500 FIRST STREET WOODLAND, CALIFORNIA 95695

*SCHEDULE OF FEES - ENGINEERING AND FIELD SERVICES
2016*

Professional:*

<i>Senior Principal</i>	<i>\$200/hr.</i>
<i>Principal Professional</i>	<i>\$198/hr.</i>
<i>Project Manager</i>	<i>\$185/hr.</i>
<i>Senior Professional</i>	<i>\$175/hr.</i>
<i>Project Professional</i>	<i>\$135 to 168/hr.</i>
<i>Staff Professional</i>	<i>\$115 to 130/hr.</i>

Technical:

<i>Engineering Inspector</i>	<i>\$115 to 130/hr.</i>
<i>ACAD Drafting/GIS</i>	<i>\$115/hr.</i>
<i>Engineering Assistant</i>	<i>\$98/hr.</i>
<i>Technician</i>	<i>\$98/hr.</i>

Clerical Support:

<i>Word Processing, Clerical</i>	<i>\$69/hr.</i>
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<i>Vehicle Use</i>	<i>\$0.55/mi.</i>
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<i>Subsistence</i>	<i>Cost Plus 15%</i>
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<i>Groundwater Sampling Equipment (Includes Operator)</i>	<i>\$170.00/hr.</i>
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<i>Copies</i>	<i>.20 ea.</i>
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<i>Professional or Technical Testimony</i>	<i>200% of Regular Rates</i>
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<i>Requested Technical Overtime</i>	<i>150% of Regular Rates</i>
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<i>Outside Services/Rentals</i>	<i>Cost Plus 15%</i>
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<i>Services by Associate Firms</i>	<i>Cost Plus 15%</i>
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* Engineer, Geologist, Hydrogeologist, and Hydrologist



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager 
SUBJECT: Water Resource Association(WRA) Grant Agreements

RECOMMENDATION: Staff recommends the Council authorize City Manager to execute agreements with WRA for two grants as follows:

Storm Water Management Planning Project in the amount of \$15,000

Hexavalent Chromium (Cr6) Drinking Water Compliance in the amount of \$16,127.00

BACKGROUND: The City is a member of the WRA a regional group that addresses water related issues. We pay an annual membership fee of \$9400. Part of the annual fees members pay are budgeted for project grants, the amount available for these grants averages \$90,000/yr. Staff applied for and was awarded the Stormwater Grant in April 2014, we were unable to complete the tasks within that year and asked for an extension. In 2015, the WRA was working on much needed Subsidence Monitoring and extra funds were needed to complete this project, the City volunteered to delay our stormwater project in order to support the subsidence monitoring project. The original grant funds are now available and staff is planning to complete the Stormwater Management Plan this fiscal year. The scope of the grant is; to determine potential problem discharges, develop and implement public education plan with the goal of eliminating problem discharges and develop a Stormwater Management Plan.

This year staff also applied for assistance with our Cr6 compliance efforts, our request was approved. These grant funds will help the City offset our ongoing expenses in working with Kennedy Jenks to develop a strategy for meeting the compliance requirements.

The WRA has been very proactive in dealing with many water related issues. Recently with the Sustainable Groundwater Management Act the WRA is taking the lead in setting up a Groundwater Sustainability Agency (GSA) for our basin area. In many ways the WRA is a model agency for how to work successfully on regional water issues.

FISCAL IMPACT: Total for both grants is \$31,127

**WATER RESOURCES ASSOCIATION OF YOLO COUNTY
AGREEMENT WITH THE CITY OF WINTERS**

THIS AGREEMENT, effective on the 1st day of July 2016, is between the WATER RESOURCES ASSOCIATION OF YOLO COUNTY (WRA) and the CITY OF WINTERS (CITY) for the **City of Winters Hexavalent Chromium (Cr6) Drinking Water Compliance (PROJECT)**.

WITNESSETH:

WHEREAS, the Water Resources Association of Yolo County (WRA) requires Professional Services to identify projects and implement the goals of the Yolo County Integrated Regional Water Management Plan (IRWMP), the Westside-Sacramento IRWMP and the Sustainable Groundwater Management Act (SGMA).

WHEREAS, The City of Winters is under Notice of Violation with the State Water Resources Control Board (SWRCB) to reduce Cr6 levels in four of the City's five wells exceeding the new Cr6 Primary MCL. This is a new water quality regulation approved by the State of California in July 2014 with enforcement beginning in August 2015 for urban water supplies with sources in exceedance of the new regulations. The PROJECT will design a cost-effective Cr6 compliance strategy that meets the new CR6 regulation within the compliance schedule as described in Exhibit A.

WHEREAS, the WRA has identified the CITY as the appropriate lead partner to provide leadership for the implementation task;

WHEREAS, the CITY is qualified, and experienced to perform those services requested, directly or indirectly through subconsultants accepted by the WRA.

NOW, THEREFORE, in consideration of the mutual promises herein after set forth, the WRA and the CITY agree as follows:

1. SCOPE OF SERVICES

A. CITY will do all work described in the attached Exhibit A. The Scope of Work to be performed by the CITY will consist of the work and reporting requirements presented in Exhibit A.

B. CITY enters into this Agreement as an independent contractor and not as an employee of the WRA. All employees, agents, contractors, or subcontractors hired or retained by the CITY are employees, agents, contractors, or subcontractors of CITY and not of the WRA.

C. CITY'S decision to execute this Agreement is based upon independent investigation and research of the conditions affecting this Agreement and not upon any representations made by the WRA, its officers, employees, or agents.

2. TIME OF PERFORMANCE

The services of CITY are to be performed expeditiously to complete tasks no later than June 30, 2017.

3. EXTENSIONS OF TIME

CITY may, for good cause, request extensions of time to perform the services requested. Such extensions will be authorized in advance by the WRA in writing, and will be incorporated in written amendments to this Agreement.

4. COMPENSATION

A. CITY will be paid its hourly rate for all time spent in performing the work under this Agreement as described in Exhibit A and reimbursed for its costs for all subconsultants and materials required. The total amount of compensation is not to exceed **\$16,127.00**.

B. CITY will furnish the WRA with quarterly invoices by the 10th of the month following the close of the calendar quarter for all work performed during that preceding quarter. The invoice shall include a brief description of the work performed, the dates of the work, number of hours worked (if payment is based on time), and an itemization of any reimbursable expenditures in performing this Agreement, including subconsultants. The WRA shall pay the invoice within 30 days of its receipt if the invoice is accurately computed and deliverables received as described in Exhibit A.

C. There will be no compensation for extra or additional work or services by CITY unless approved in advance, in writing, by the WRA.

5. TERMINATION

This Agreement may be terminated, without cause, at any time by the WRA upon 30-days' written notice. In the event of any such termination, CITY will be compensated for the work performed to that time as provided for in this Agreement. Upon CITY'S receipt of such payment, all work created pursuant to this Agreement will be the property of the WRA.

6. CHANGES

The WRA or CITY may, from time to time, request changes in the scope of the services of CITY to be performed hereunder. Such changes, including any increase or decrease in the amount of CITY'S compensation and/or changes in schedule must be authorized in advance, in writing, and signed by both parties. Mutually agreed changes will be incorporated in written amendments to this Agreement, or the attached Scope of Work.

7. ASSIGNABILITY

CITY will not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the WRA; provided, however, that claims for money due or to become due CITY from the WRA under this Agreement may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary will be furnished promptly to the WRA.

8. CITY'S RECORDS

During the entire term of this agreement, and for not less than three (3) years thereafter, the CITY including all subcontractors providing services will maintain all its records pertaining to performance of this agreement relating to time and materials, including records of all its reimbursable expenses incurred in connection therewith, which will be maintained in accordance with generally accepted professional accounting principles consistently applied. The WRA will inform the CITY when it is no longer subject to a potential audit. The CITY will make such records available upon request by the WRA or its authorized representative for purposes of examination, audit or copying.

9. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, reports, documents, or other work products of CITY provided hereunder, will become the property of the WRA and will be delivered to WRA upon completion of the services authorized hereunder.

CITY may retain copies of its work products for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this agreement must first be approved in writing by WRA. WRA recognizes that all evaluations, reports and other work products are instruments of CITY'S services and are not designed for use by WRA except as intended by this agreement. However, WRA may make such use of these items as it deems fit, including copying, reproducing, republishing and distributing such items without compensation to CITY, but also without liability of CITY for problems that may arise from the use of such items outside the scope of this agreement.

10. LIABILITY OF CITY - NEGLIGENCE

The CITY will be responsible for performing the work in a safe and skillful manner and will be liable for its own negligence and the negligent acts of its employees and agents. The WRA will have no right of control over the manner in which the work is to be done, but only as to its outcome, and will not be charged with the responsibility of preventing risk to CITY or its employees, agents, contractors, or subcontractors.

11. INDEMNITY AND LITIGATION COSTS

The CITY will indemnify, defend, and hold harmless the WRA, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorney's fees arising out of or in connection with CITY'S negligent acts during and associated with implementation of this agreement, except such loss or damage that was caused by the negligence or misconduct of the WRA or its agents. This indemnification provision will survive the termination of this Agreement and/or the completion of the services to be provided by CITY pursuant to this agreement.

12. INSURANCE PROVISIONS

CITY will maintain in force at all times during the term and performance of this Agreement, the policies of insurance specified below. The insurance is to be placed with a current A.M. Best's rating of A:VII or better and that are admitted to do business and in good standing in California.

Minimum Scope of Insurance

Coverage will be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence for CG 001).
2. Insurance Services Office from number CA 0001 (Ed. 1/87) covering Automobile Liability, Codes 8 and 9 (non-owned autos and hired autos).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CITY will maintain limits not less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to the Project/location or the general aggregate limit will be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000 per accident for bodily injury or disease.
4. Worker's Compensation Insurance: As required by the State of California and Employer's Liability Insurance.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The WRA, its officers, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CITY; products and completed operations of the CITY; premises owned, occupied, or used by the CITY; or automobiles owned, leased, or borrowed by the CITY. The coverage will contain no special limitations on the scope of protection afforded to the WRA, its officers, officials, employees, and agents.

2. For any claims related to this Project, the CITY'S insurance coverage will be primary insurance as respects the WRA, its officers, employees, and agents. Any insurance or self-insurance maintained by the WRA, its officers, officials, employees, or agents will be excess of the CITY'S insurance and will not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties will not affect coverage provided to the WRA, its officers, officials, employees, or agents.
4. The CITY'S insurance will apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability for Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the WRA.

Verification of Coverage

CITY will furnish the WRA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the WRA before work commences. The CITY'S insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first written above.

**WATER RESOURCES ASSOCIATION OF
YOLO COUNTY**

P.O. Box 8624
Woodland, CA 95776
(530) 666-2733

CITY OF WINTERS

318 First Street
Winters, CA 95694
(530) 795-4910

By: *Cecilia Aguiar-Curry*
Cecilia Aguiar-Curry
Chair

By: _____
John Donlevy
City Manager

Date: 8/22/16

Date: _____

EXHIBIT A

City of Winters Hexavalent Chromium (Cr6) Drinking Water Compliance Project WRA Project Fund Budget Allocation Fiscal Year 2016-2017

Project Title:

City of Winters Hexavalent Chromium (Cr 6) Drinking Water Compliance

Project Scope:

The City is under Notice of Violation with the SWRCB Division of Drinking Water to reduce Cr6 levels in four of the City's five wells exceeding the new Cr6 Primary MCL. This is a new water quality regulation approved by the State in July 2014 with enforcement beginning in August 2015 for urban water suppliers with sources in exceedance of the new regulations. The City is requesting funds to design a cost-effective Cr6 compliance strategy that meets the new Cr6 regulation within the compliance schedule.

Staff has been working with consultants to develop and evaluate different options in addressing Cr6 compliance. Staff will be presenting these options to the City Council and making a recommendation at the September 6, 2016 meeting. Once the Council has made a decision with their preferred option, the City will begin the preliminary design and CEQA compliance phase for the preferred project. The WRA project funds will be utilized for preliminary engineering and CEQA related work phases.

Project tasks:

The City of Winters will work with consultants to prepare a comprehensive Cr6 Compliance Plan:

- Present options and make recommendation to City Council for preferred project
- Finalize Plan and Schedule for implementation (including Funding/Financing)
- Develop details for preliminary engineering
- Determine CEQA requirements for the project and begin implementation

Project Schedule:

The above Scope of work will begin August 1, 2016 and be completed no later than June 30, 2017.

Project Budget (WRA/Local = Total): \$ 16,127/\$108,873= \$125,000

The overall work product developed from this grant will be the preliminary design for a comprehensive Cr6 Compliance Project. Primary elements of the plan are listed as tasks below with estimated budgets for each.

EXHIBIT A

Task 1) *Present options and make recommendation to City Council*

This task includes two, two-hour meetings to discuss options with staff to receive input in preparation for presentation to City Council which includes all options and recommendation on the best strategy for implementation of the City's preferred Cr6 compliance plan.

Budget = \$3,000

Task 2) *Finalize Plan and Schedule for implementation*

This task includes completion of city –wide plan for Ch6 compliance which will most likely include construction of new well, diverting part of existing water supply to non-potable for irrigation use and satellite treatment /storage facilities and developing a timeline

Budget = \$4,000

Task 3) *Develop details for preliminary engineering*

Provide specific details that will enable the City to develop engineering specifics to enable the City to go out to bid for project components.

Budget = \$4,300

Task 4) *Determine CEQA requirements for the project and begin implementation*

The City staff and City consultant team will research what specific CEQA requirements will be required as part of the project and begin first phase or work.

Budget = \$4,827

**WATER RESOURCES ASSOCIATION OF YOLO COUNTY
AGREEMENT WITH THE CITY OF WINTERS**

THIS AGREEMENT, effective on the 1st day of July 2016, is between the WATER RESOURCES ASSOCIATION OF YOLO COUNTY (WRA) and the CITY OF WINTERS (CITY) for the **City of Winters Storm Water Management Planning Project (PROJECT)**.

WITNESSETH:

WHEREAS, the Water Resources Association of Yolo County (WRA) requires Professional Services to identify projects and implement the goals of the Yolo County Integrated Regional Water Management Plan (IRWMP) and the Westside-Sacramento IRWMP. The City of Winters' PROJECT will develop a comprehensive storm water management plan in accordance with the State of California requirements as described in Exhibit A.

WHEREAS, such water conservation efforts will help both cities reduce water use and achieve mandatory water conservation targets, such as those currently required by the State Water Resources Control Board and will provide additional water supply flexibility in times of shortage while achieving statewide priorities by potentially leaving more water in the Sacramento River during droughts after the two cities move predominately to surface water supplies;

WHEREAS, the WRA has identified the CITY as the appropriate lead partner to provide leadership for the implementation task;

WHEREAS, the CITY is qualified, and experienced to perform those services requested, directly or indirectly through subconsultants accepted by the WRA.

NOW, THEREFORE, in consideration of the mutual promises herein after set forth, the WRA and the CITY agree as follows:

1. SCOPE OF SERVICES

A. CITY will do all work described in the attached Exhibit A. The Scope of Work to be performed by the CITY will consist of the work and reporting requirements presented in Exhibit A.

B. CITY enters into this Agreement as an independent contractor and not as an employee of the WRA. All employees, agents, contractors, or subcontractors hired or retained by the CITY are employees, agents, contractors, or subcontractors of CITY and not of the WRA.

C. CITY'S decision to execute this Agreement is based upon independent investigation and research of the conditions affecting this Agreement and not upon any representations made by the WRA, its officers, employees, or agents.

2. TIME OF PERFORMANCE

The services of CITY are to be performed expeditiously to complete tasks no later than June 30, 2017.

3. EXTENSIONS OF TIME

CITY may, for good cause, request extensions of time to perform the services requested. Such extensions will be authorized in advance by the WRA in writing, and will be incorporated in written amendments to this Agreement.

4. COMPENSATION

A. CITY will be paid its hourly rate for all time spent in performing the work under this Agreement as described in Exhibit A and reimbursed for its costs for all subconsultants and materials required. The total amount of compensation is not to exceed **\$15,000.00**.

B. CITY will furnish the WRA with quarterly invoices by the 10th of the month following the close of the calendar quarter for all work performed during that preceding quarter. The invoice shall include a brief description of the work performed, the dates of the work, number of hours worked (if payment is based on time), and an itemization of any reimbursable expenditures in performing this Agreement, including subconsultants. The WRA shall pay the invoice within 30 days of its receipt if the invoice is accurately computed and deliverables received as described in Exhibit A.

C. There will be no compensation for extra or additional work or services by CITY unless approved in advance, in writing, by the WRA.

5. TERMINATION

This Agreement may be terminated, without cause, at any time by the WRA upon 30-days' written notice. In the event of any such termination, CITY will be compensated for the work performed to that time as provided for in this Agreement. Upon CITY'S receipt of such payment, all work created pursuant to this Agreement will be the property of the WRA.

6. CHANGES

The WRA or CITY may, from time to time, request changes in the scope of the services of CITY to be performed hereunder. Such changes, including any increase or decrease in the amount of CITY'S compensation and/or changes in schedule must be authorized in advance, in writing, and signed by both parties. Mutually agreed changes will be incorporated in written amendments to this Agreement, or the attached Scope of Work.

7. ASSIGNABILITY

CITY will not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the WRA; provided, however, that claims for money due or to become due CITY from the WRA under this Agreement may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary will be furnished promptly to the WRA.

8. CITY'S RECORDS

During the entire term of this agreement, and for not less than three (3) years thereafter, the CITY including all subcontractors providing services will maintain all its records pertaining to performance of this agreement relating to time and materials, including records of all its reimbursable expenses incurred in connection therewith, which will be maintained in accordance with generally accepted professional accounting principles consistently applied. The WRA will inform the CITY when it is no longer subject to a potential audit. The CITY will make such records available upon request by the WRA or its authorized representative for purposes of examination, audit or copying.

9. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, reports, documents, or other work products of CITY provided hereunder, will become the property of the WRA and will be delivered to WRA upon completion of the services authorized hereunder.

CITY may retain copies of its work products for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this agreement must first be approved in writing by WRA. WRA recognizes that all evaluations, reports and other work products are instruments of CITY'S services and are not designed for use by WRA except as intended by this agreement. However, WRA may make such use of these items as it deems fit, including copying, reproducing, republishing and distributing such items without compensation to CITY, but also without liability of CITY for problems that may arise from the use of such items outside the scope of this agreement.

10. LIABILITY OF CITY - NEGLIGENCE

The CITY will be responsible for performing the work in a safe and skillful manner and will be liable for its own negligence and the negligent acts of its employees and agents. The WRA will have no right of control over the manner in which the work is to be done, but only as to its outcome, and will not be charged with the responsibility of preventing risk to CITY or its employees, agents, contractors, or subcontractors.

11. INDEMNITY AND LITIGATION COSTS

The CITY will indemnify, defend, and hold harmless the WRA, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorney's fees arising out of or in connection with CITY'S negligent acts during and associated with implementation of this agreement, except such loss or damage that was caused by the negligence or misconduct of the WRA or its agents. This indemnification provision will survive the termination of this Agreement and/or the completion of the services to be provided by CITY pursuant to this agreement.

12. INSURANCE PROVISIONS

CITY will maintain in force at all times during the term and performance of this Agreement, the policies of insurance specified below. The insurance is to be placed with a current A.M. Best's rating of A:VII or better and that are admitted to do business and in good standing in California.

Minimum Scope of Insurance

Coverage will be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence for CG 001).
2. Insurance Services Office from number CA 0001 (Ed. 1/87) covering Automobile Liability, Codes 8 and 9 (non-owned autos and hired autos).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CITY will maintain limits not less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to the Project/location or the general aggregate limit will be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000 per accident for bodily injury or disease.
4. Worker's Compensation Insurance: As required by the State of California and Employer's Liability Insurance.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The WRA, its officers, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CITY; products and completed operations of the CITY; premises owned, occupied, or used by the CITY; or automobiles owned, leased, or borrowed by the CITY. The coverage will contain no special limitations on the scope of protection afforded to the WRA, its officers, officials, employees, and agents.

2. For any claims related to this Project, the CITY'S insurance coverage will be primary insurance as respects the WRA, its officers, employees, and agents. Any insurance or self-insurance maintained by the WRA, its officers, officials, employees, or agents will be excess of the CITY'S insurance and will not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties will not affect coverage provided to the WRA, its officers, officials, employees, or agents.
4. The CITY'S insurance will apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability for Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the WRA.

Verification of Coverage

CITY will furnish the WRA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the WRA before work commences. The CITY'S insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first written above.

**WATER RESOURCES ASSOCIATION OF
YOLO COUNTY**
P.O. Box 8624
Woodland, CA 95776
(530) 666-2733

CITY OF WINTERS
318 First Street
Winters, CA 95694
(530) 795-4910

By: *Cecilia Aguiar-Curry*
Cecilia Aguiar-Curry
Chair

By: _____
John Donlevy
City Manager

Date: 8/22/16

Date: _____

EXHIBIT A

**City of Winters Storm Water Management Planning
WRA Project Fund Budget Allocation Fiscal Year 2016-2017**

Project Title: City of Winters Storm Water Management Planning

Project Scope:

The City of Winters (City) plans to use WRA project funds to develop a comprehensive storm water management plan in accordance with municipal separate storm sewer system (MS4) requirements. The City is currently covered under a waiver from NPDES General Permit and Waste Discharge Requirements for Storm Discharges from Small Municipal Separate Storm Sewer Systems (MS4) Order No. 2013-0001-DWQ due, in part, to its small population size.

Using WRA project funds, the City will develop the storm water management plan and exceed State requirements. A portion of the plan will focus on identifying potential pollution risks and developing a City data base and base map to monitor the most potentially significant sources.

Another portion of the plan will develop a comprehensive education and monitoring program to encourage reductions in fertilizer and herbicide use, and increase awareness of automobile washing and other activities that may adversely impact water quality.

Project tasks:

The City of Winters will work with consultants to prepare a comprehensive storm water management plan that will include the following tasks at a minimum:

- Meet with City staff to obtain base storm water utility maps
- Conduct reconnaissance level site visits
- Prepare a detailed map layer showing potential problem dischargers
- Work with City staff to develop public education plan
- Work with City Staff to begin implementation of public education plan

Project Schedule: The above Scope of work will begin August 1, 2016 and be completed no later than June 30, 2017

Project Budget (WRA/Local = Total): \$ 15,000/\$12,000 = \$27,000

The overall work product developed from this grant will be a comprehensive storm water management plan. Primary elements of the plan are listed as tasks below with estimated budgets for each.

Task 1) Meet with City staff to obtain base storm water utility maps

This task includes two, two-hour meetings to obtain utility maps in GIS or CAD format.

Budget \$750

EXHIBIT A

Task 2) Conduct reconnaissance level site visits Budget

This task includes use of existing City maps and aerial photographic research tools such as Google Earth to flag target areas within the City. In addition, this task will involve the City consultant and City staff conducting drive by reconnaissance of target areas within City limits where commercial land uses might suggest problems.

Budget \$3,500

Task 3) Prepare a detailed map layer showing potential problem dischargers

Using the City-supplied GIS base map, the City consultant will prepare a map layer of potential problem discharge areas will be prepared and attached to the City map. The map will also be incorporated into the overall storm water plan

Budget \$2,500

Task 4 Work with City staff to develop a public storm water education plan

The City staff and City consultant team will develop a public education plan that will include components on household herbicide and pesticide use, home automobile repair, handling of household cleaner and use of fertilizers. The plan will also include design of handouts showing the City outfalls into Putah Creek.

Budget \$3,750

Task 5) Work with City Staff to begin implementation of public education plan

The City Staff and City consultant will begin implementation of the public education plan by designing a series of fliers to be mailed out with utility bills. Implementation may also include signage near the City outfalls, sponsored artwork to be completed by Winters public school children and framing a possible grant request for trash removal devises at the City outfalls. If budget allows, City staff or volunteers may visit local classrooms to explain the sensitive nature of Putah Creek and the impacts caused by careless disposal of liquids and trash that could enter the creek

Budget \$4,500

WRA Project Fund Request - Fiscal Year 2015-2016

Due on or before June 25, 2015 (revised deadline)

Requests will be discussed at the June 4th TC meeting.

Email completed form to: info@yolowra.org

Available FY2015-16 Baseline Budget: \$98,570

Project Title: City of Winters Storm Water Management Planning- Extension to *FY 16-17*

Project Budget (WRA/Local = Total): \$ 15,000/ \$12,000= \$ 27,000

Project Description: The City of Winters (City) plans to use WRA project funds to develop a comprehensive stormwater management plan in accordance with municipal separate storm sewer system (MS4) requirements. The City is currently covered under a waiver from NPDES General Permit and Waste Discharge Requirements for Storm Discharges from Small Municipal Separate Storm Sewer Systems (MS4) Order No. 2013-0001-DWQ due, in part, to its small population size. However, the City has three major stormwater discharge points leading directly into Putah Creek.

These discharge points disgorge significant quantities of visible human detritus (trash) into the Creek during first flush seasonal events. In addition, there are unknown, but suspected water quality problems related to common urban runoff. These include but are not limited to petroleum hydrocarbons, heavy metals, herbicides and pesticides. The City has no funding available to address the need for developing a storm water management plan. Using WRA project funds, the City will develop this plan and meet State requirements. A portion of the plan will focus on identifying potential pollution risks and developing a City data base to monitor the most potentially significant sources. Another portion of the plan will develop a comprehensive education and monitoring program to reduce runoff from fertilizer and herbicide use, and increase awareness of automobile washing and other activities that may adversely impact water quality.

It is hoped that WRA funding of this project will assist the City in future efforts to design and implement garbage traps to reduce future impacts to Putah Creek, the Sacramento River, San Francisco Bay and the Pacific Ocean.

The City appreciates the WRA support in granting our request last fiscal year, unfortunately we were unable to move forward on the planned task. However we are confident that we will be able to complete the project this fiscal year if we are granted an extension.

Project Status (check all appropriate boxes): (place cursor over appropriate box & double click left mouse button, select checked button)

- Action contained in Yolo County IRWMP
- Action contained in Westside IRWMP
- Concept/development stage
- Planning/feasibility
- Permitting
- Design
- Construction
- Operation

Project Benefits:

Foundational Action(s)

This project directly relates to Foundation Action **FA2 *Surface Water Monitoring*** and Foundation Action **FA7 *Aquatic Habitat and Opportunities Assessment Program*** presented in the 2007 Yolo IRWMP by developing a City-wide education and monitoring plan for managing and improving storm water quality. The Proposed project supports extensive work by cooperators such as Solano County Water Agency, Lower Putah Creek Coordinating Committee, Putah Creek Council, UC Davis and others working on Putah Creek habitat improvements by striving to improve discharges directly into Putah Creek.

West Side IRWMP

The project is consistent with Goals and Objective outlined in the West Side IRWMP, specifically Goal 2: Improve Education and Awareness, Goal 3, Improve Collective understanding and Goal 5, Improve Water-related Public Health. The project is not specifically called out in the IRWMP but is consistent with SCWA Source Water Protection Project #38 and the Rural Community Assistance Project #93.

Integrated Action(s)

This project relates directly or indirectly to at least three integrated actions outlined in the 2007 Yolo IRWMP.

Integrated Action IA6: Putah Creek Integrated Project, Prerequisite Task 5 *Investigate City of Winters Storm Water Drainage Issues,*

While this IRWMP task focuses on expanding storm drainage system investigations to keep pace with City growth, it is also imperative that this process include a comprehensive mapping of potential polluters and a plan to educate new and existing residents and businesses to the sensitivities of the Putah Creek ecosystem. This project would complete these mapping and public education components.

Integrated Action IA7: Yolo Bypass Integrated Project, “improvement in water quality,”

The proposed project is up stream of the Yolo Bypass and therefore, has the potential to significantly improve water quality by better managing urban runoff from the streets of Winters.

Integrated Action IA8: Yolo county Sloughs, canals, and Creeks Management Program

The opening sentence under this integrated action reads:

“An important aspect of this integrated program is the management of storm runoff to minimize impacts, while enhancing storm water quality and wildlife habitat in a manner that is compatible with agricultural practices.”

Specifically, prerequisite *Task 2 Update and Develop County-City Drainage Criteria* and *Task 7 Formulate and implement a comprehensive plan to address the management of storm water runoff from agricultural and urban land*.

The proposed project would improve water quality in Putah Creek which serves numerous agricultural properties downstream of Winters. The project will help develop drainage criteria (Task 2) and will formulate and implement a comprehensive plan to address the management of storm water runoff from urban land (Task 7).

The above summarizes how the proposed project will directly benefit at least three of the integrated actions identified in the 2007 Yolo IRWMP. Further, this project supports many of the goals and objectives identified in the West Side IRWMP.

Agencies/Entities Involved:

Lead Agency: City of Winters

Other Agencies/Entities:

- Putah Creek Council
- Lower Putah Creek Coordinating Committee
- Solano County Water Agency
- Yolo/Solano Storm Water Coordination Committee

Project Schedule: Beginning Date: 7/1/1015 Ending Date: 6/30/2016

Consultants Involved: BSK Associates, Inc., Kurt Balasek, Senior Hydrogeologist

Submitted by: Carol Scianna, City of Winters

Submitted on: 6/05/16



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Yolo Solano Air Quality Management District Grant Award

RECOMMENDATION: Staff recommends the Council receive information regarding the recently awarded Yolo Solano Air Quality Management District (YSAQMD) Clean Air Funds Grant in the amount of \$10,367.

BACKGROUND: Staff applied for Winters Elementary Bike Train Program and Route to School Upgrade through the Clean Air Fund Grant program in March 2016. The grant application was completed with assistance from a parent volunteer and the school Principal, the amount requested was \$10,367.00, we were awarded the grant in June 2016. The goal of the grant was to increase bike and pedestrian travel to Shirley Rominger Intermediate School (SRIS) and decrease car trips and congestion at the school site. In order to facilitate the project we will be implementing traffic calming measures along Niemann St.; painting fog lines to narrow the travel lane, installing solar powered radar sign and a Rapid Flashing Beacon at a crosswalk to be installed at a later date. City and school staff will be implementing the Active4Me program which will enable parents to be notified via a bar scan code that their child has arrived on campus. We expect with this instant notification parents will be more comfortable with allowing their student to bike or walk to school. We are optimistic that as more children bike and walk to school this confidence will lead to an increase in biking for recreation during non-school hours and we can expand the Active4me program to other school sites as well.

FISCAL IMPACT: Grant award is \$10,367

AGREEMENT NO. 16-21
(Agreement Regarding Use of Clean Air Funds)

*executed
agreement
6-30-18
to spend
funds*

Agreement between the Yolo-Solano Air Quality Management District and City of Winters

THIS AGREEMENT ("Agreement") is made effective August 10, 2016 between the Yolo-Solano Air Quality Management District, a public agency of the State of California, (hereinafter referred to as "DISTRICT") and City of Winters (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, under AB 2766 (Health and Safety Code section 44220 *et seq.*) the DISTRICT has levied a \$4.00 fee on motor vehicles registered within the DISTRICT; and

WHEREAS, the DISTRICT receives Solano County Property tax proceeds from the northeast portion of Solano County, and

WHEREAS, pursuant to AB 2766 the monies collected under the motor vehicle fees must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, the DISTRICT has agreed to use Solano County Property Tax received from Solano County toward the Clean Air Funds Program; and

WHEREAS, CONTRACTOR has requested that the DISTRICT provide AB 2766 and Solano County Property Tax monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR has represented to the DISTRICT that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described project(s); and

WHEREAS, DISTRICT staff has carefully reviewed the described project(s) and have found them to be within the requirements of the Clean Air Funds Program in that the project(s) are reasonably expected to reduce air pollution from motor vehicles and help in the further implementation of the California Clean Air Act and, on that basis, recommends that the Board of Directors of DISTRICT authorize a grant in the amount of \$10,367 to CONTRACTOR for the project(s) described in Exhibit A.

NOW THEREFORE, the parties agree as follows;

1. Obligations of CONTRACTOR:

- A. CONTRACTOR shall fully and properly complete the project(s) described in Exhibit A ("PROJECT"), attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.
- B. For projects for which the DISTRICT is not providing complete funding, no later than August 31, 2016, CONTRACTOR shall obtain additional funding commitments to fund the

total cost of the PROJECT outlined in Exhibit A and the Cost Schedule attached hereto as Exhibit B and incorporated herein by this reference. Written evidence of such funding commitments shall be provided to the DISTRICT Air Pollution Control Officer ("APCO"), or designee, in a form satisfactory to the APCO prior to the payment of any DISTRICT grant monies authorized by the DISTRICT Board pursuant to this Agreement. In the event that the requirements of this Paragraph are not met, DISTRICT shall have no obligation to make any payments to CONTRACTOR under this Agreement.

- C. Unless otherwise directed by the APCO, the CONTRACTOR shall include the DISTRICT'S name as sponsor on all public information materials, advertising, signs and displays prepared by CONTRACTOR in conjunction with the PROJECT.
- D. Without cost to DISTRICT, CONTRACTOR shall furnish and, as necessary, obtain all labor, materials, equipment, required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner the PROJECT.
- E. No later than ninety (90) days following one (1) full year of implementation of the PROJECT, CONTRACTOR shall provide DISTRICT with a final written report containing the information set forth in Exhibit C, attached hereto and incorporated herein by this reference. This final report shall contain such detail as required by the APCO, or designee, and shall include any illustrations and graphs necessary to document the work performed and all reductions of mobile source air pollution emissions resulting from the implementation of the PROJECT.
- F. Failure to provide the final written report by the due date as described in 1.E. above may disqualify CONTRACTOR from receiving future DISTRICT grants funds.

CS
CONTRACTORS' Initials

- G. All unspent grant monies paid to CONTRACTOR at the signing of this Agreement not used by the termination date shall be returned to the DISTRICT with a written report explaining in detail the reason for the unused portion within thirty (30) days of the termination date of this Agreement.

CS
CONTRACTORS' Initials

2. Obligations of DISTRICT:

- A. DISTRICT shall pay CONTRACTOR an amount not to exceed \$10,367 in accordance with Exhibit B, subject to all the following limitations and requirements:
 - 1. CONTRACTOR has obtained all the additional funding anticipated by Paragraph 1.B. of this Agreement.
 - 2. CONTRACTOR has obtained all required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT.
 - 3. Labor, equipment, material, supply costs and other charges are in conformance with requirements of Exhibit B.

4. No component of the monies to be paid by DISTRICT to CONTRACTOR is for grant administration or any interest costs.
 5. DISTRICT shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of the PROJECT unless such reimbursement is specifically authorized in Exhibit B.
- B. Except for the payment obligations set forth in Paragraph 2.A. of the Agreement, DISTRICT shall have no other obligations or responsibilities to CONTRACTOR under this Agreement.
3. **Term and Termination:**
- A. The term of the Agreement is from August 10, 2016 to December 31, 2017 unless terminated earlier as provided below, or extended by an amendment of this Agreement as provided for in Section 12. No work shall commence prior to the Agreement start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Agreement is fully executed. In no event shall the Project Life be less than one (1) year from the end of the project term unless terminated earlier as provided below. The Project Life may also be adjusted by an amendment to this Agreement as provided in Section 12.
 - B. It shall be considered a material breach should any party fails to fully comply with their obligations and responsibilities as set forth in this. The non-breaching party shall notify the breaching party in writing of the material breach and request it cured within fifteen (15) calendar days. If the breach is not cured within fifteen (15) calendar days, the non-breaching party may immediately terminate this Agreement by giving written notice to the breaching party. Termination shall not be the exclusive remedy of the non-breaching party. The non-breaching party shall have the right to seek any and all remedies provided by law or equity.
 - C. Notwithstanding anything to the contrary in this Agreement, DISTRICT may immediately terminate this Agreement if the DISTRICT Board of Directors or the Air Pollution Control Officer (APCO) determines that CONTRACTOR'S undertaking of the PROJECT directly and significantly jeopardizes the health, safety or welfare of any person.
 - D. For terminations prior to the date set in Paragraph 3.A.:
 1. Upon termination for reasons other than a breach of CONTRACTOR'S obligations and responsibilities as set forth in this Agreement CONTRACTOR shall be entitled to retain all grant monies used through the effective date of the termination provided that within thirty (30) calendar days of the effective date CONTRACTOR submits to the APCO a satisfactory written report containing the information set forth in Exhibit C along with any unused monies paid to the CONTRACTOR at the signing of this Agreement.
 3. If this Agreement is terminated due to a breach by CONTRACTOR of its obligations and responsibilities as set forth in this Agreement, then, within thirty (30) calendar days of the effective date of termination, CONTRACTOR shall repay DISTRICT all grant monies paid to CONTRACTOR by DISTRICT pursuant to this Agreement.

4. **Insurance:**

- A. Without limiting the obligation of CONTRACTOR to provide indemnification pursuant to Paragraph 5 of this Agreement, CONTRACTOR shall maintain in force at all time during the term of the Agreement and any extensions or modifications thereto, insurance or self-insurance covering its operations and naming DISTRICT as additional insured in the amounts and types of insurance as stated in Exhibit D attached hereto and incorporated herein by this reference.
- B. The APCO is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of this Agreement subject to the concurrence of the Risk Manager of DISTRICT.

5. **Indemnification:** CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, employees, agents, trustee and volunteers from and against all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In providing any defense, CONTRACTOR shall use legal counsel reasonably acceptable to the APCO and DISTRICT Counsel. The indemnification requirement shall survive the termination or expiration of this Agreement.

6. **Non-discrimination in Services and Benefits:** CONTRACTOR certifies that any services provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap in accordance with federal, state, or county regulations or other administrative directives determined by APCO. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap include by are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap of the participants to be served.

7. **Notices:**

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to DISTRICT and CONTRACTOR at their respective addresses as follows:

To DISTRICT
Yolo-Solano Air Quality
Management District
Attn: APCO
1947 Galileo Court, Suite 103
Davis, CA 95618

To CONTRACTOR
City of Winters
Attn: Carol Scianna
318 First Street
Winters, CA 95694

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines and/or email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers and/or email addresses are used:

To DISTRICT
Fax: (530) 757-3670
Email: Notify@ysaqmd.org

To CONTRACTOR
Fax: (530) 4935
Email: carol.scianna@cityofwinters.org

- C. Any party may change the address, facsimile number and/or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

8. Conflict of Interest:

- A. CONTRACTOR shall comply with the laws and regulations of the State of California and District regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of CONTRACTOR'S obligations and responsibilities hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until CONTRACTOR completes performance of the obligations and responsibilities required of it under this Agreement.
- C. CONTRACTOR agrees that if any fact comes to its attention which raises any question as to the applicability of any conflict of interest law or regulation, CONTRACTOR will immediately inform the DISTRICT and provide all information needed for resolution of the question.

9. **Status of Contractor:**

- A. It is understood and agreed by all the parties hereto that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the DISTRICT and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONTRACTOR hereby indemnifies and holds the DISTRICT harmless from any and all claims that may be made against the DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

10. **Records:**

- A. CONTRACTOR shall maintain complete and accurate work performance records concerning the PROJECT, the time periods for the completion of the PROJECT and the identity of all person(s) employed in the completion of the PROJECT
- B. CONTRACTOR shall make such records available for inspection by authorized representatives of DISTRICT at any reasonable time during the performance of this Agreement and for four (4) years from and after the date of final payment.
- C. At least thirty (30) calendar days prior to any destruction of these records at any time CONTRACTOR shall notify the DISTRICT. Upon such notification, the DISTRICT shall either agree to the destruction or authorize the records to be forwarded to the DISTRICT for further retention.

11. **Assignment:** This Agreement is not assignable by CONTRACTOR in whole or in part without the express written consent of the APCO. In addition, CONTRACTOR shall not subcontract any portion of the obligations or responsibilities of the Agreement, including the performance of the PROJECT, without the express written consent of the APCO. If any portion of the services required of CONTRACTOR is assigned or subcontracted, the assignor(s) and/or subcontractor(s) shall maintain the same insurance as required of CONTRACTOR by the Agreement. CONTRACTOR shall be fully responsible to DISTRICT for all work undertaken by subcontractors.

12. **Amendment:** This Agreement may be amended only by written instrument signed by the DISTRICT and CONTRACTOR.

13. **Waiver:** The waiver by the DISTRICT or any of its officers, agents or employees or the failure of the DISTRICT or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of the Agreement shall not be deemed to be a waiver of such obligations or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement. All conditions, covenants and obligations

continue to apply no matter how often DISTRICT may choose to excuse a failure to perform them.

14. **Applicable Laws:** In the performance of the services required by this Agreement, CONTRACTOR shall comply with all applicable federal, state, and DISTRICT statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California State court located in Woodland, California.
15. **Disputes:** Any dispute arising under this Agreement shall be decided by the APCO who shall put his or her decision in writing and mail a copy thereof to the address for the notice to CONTRACTOR. The decision of the APCO shall be final unless, within thirty (30) days from the date such copy is mailed to CONTRACTOR, CONTRACTOR appeals the decision in writing to the DISTRICT Board of Directors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting CONTRACTOR'S position. In connection with any appeal proceeding under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the DISTRICT Board at a regular Board meeting. Pending a final decision of the dispute, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the APCO's decision. The decision of the DISTRICT Board of Directors on the appeal shall be final for purposes of exhaustion of administrative remedies.
16. **Statutory Limitations:** This Agreement and any payments to CONTRACTOR hereunder are subject to the provisions and limitations imposed by the Health and Safety Code, including Section 44220, on the use of funds received as a result of the State Department of Motor Vehicles surcharge, and on any limitations on the use of AB 8 funds. DISTRICT shall have no liability for payment of any monies that are found to be in contravention of the Health & Safety Code. CONTRACTOR shall reimburse DISTRICT for any monies paid by DISTRICT to CONTRACTOR under this Agreement which are found to be in contravention of the Health & Safety Code or AB 8.
17. **Authorized Representative:** The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that he or she has the requisite legal authority to enter into this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of CONTRACTOR and CONTRACTOR understands that the DISTRICT is relying on this representation in entering into this Agreement.
18. **Captions:** The title and captions of this Agreement are added for convenience only, and shall not constitute part of this Agreement.
19. **Additional Provisions:**
 - A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both.
 - B. Except where specifically stated otherwise in this document, the promises in this Agreement benefit the DISTRICT and CONTRACTOR only. They are not intended to, nor shall they be interpreted or implied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance

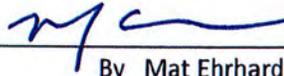
of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

20. **Entire Agreement:** This Agreement constitutes the entire agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreement, whether written or oral. In the event of a dispute between the parties as to the language of the Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"DISTRICT"

Yolo-Solano Air Quality Management District



By Mat Ehrhardt, P.E., APCO

"CONTRACTOR"

City of Winters

By:



Carol Scianna

Environmental Service Manager

**EXHIBIT A
WORK STATEMENT**

The City of Winters is partnering with community members and school administration to implement a Bike Train and Walking School Bus Program ("program") through Active4Me website. City staff will be making small infrastructure upgrades to the Route to School along Niemann Street. This program and upgrades would be implemented at a Winters elementary school, specifically, the Shirley Rominger Intermediate School ("Rominger") serving all 4th and 5th graders in the City of Winters. Currently, Rominger has 238 students with 231 living within the City limits. Less than 60 students use the school bus to either arrive or depart the school.

The largest concerns parents voiced with allowing their children to bike or walk to school was that the parents wanted immediate notification when their child arrived safely at school. Classroom attendance is taken immediately when school starts, but the time from leaving home and school starting can be up to 45 minutes. The second concern was the perceived danger of students biking along a busy residential street that has a reputation of drivers using excessive speeds. The infrastructure upgrades are cost effective and have measurable effectiveness.

Rominger Intermediate School is the furthest school site from the City center, and is located at the dead-end of Neimann Street. Neimann Street is a long, multiple-block residential street requiring upgrades to encourage traffic calming and facilitate crosswalk user visibility. A portion of the Clean Air Funds would provide a rapid flashing beacon pedestrian crosswalk light and an illuminated mph sign to encourage safe driving speeds. These 2 small upgrades have proven track records of increasing crosswalk user's visibility and educating drivers on actual driving speeds. In 2009 the FHWA established a 7 mph decrease with speed feedback signs on main roads in rural communities.

City Staff will also be painting fog lines along Niemann Street to narrow up the travel lane, which will also encourage slower speeds.

The purpose of the Bike Train and Walking School Bus program is to not only encourage students to walk or bike to school, but to ease the concerns of parents with a notification system and traffic calming upgrades. The Bike/Walk program requires an active membership to Activate4me.com, a website for student tracking and parent notification. The Clean Air Funds grant will fund the website membership, purchase of barcode cards for students and a barcode scanner for staff or community volunteers to check-in students. Parents are then immediately notified via text or email when their child has safely arrived at school. The Active4me website is based out of Davis and is used in multiple Davis elementary schools.

**EXHIBIT B
COST SCHEDULE**

Applicant: City of Winters

Budget: Total Project Amount: \$18,156
Amount Awarded by Y-S AQMD: \$10,367

Project Title: Winters Elementary Bike Train Program & Route to School Upgrade

Project Time Line: Proposed Start Date: August 1, 2016
Proposed End Date: December 31, 2017
Project Life (years): 1.5 years

Activity Description Breakdown – Total Project Amount (By period/expense)

1.	Period 08/16 to 06/17 Activity Description: Purchase radar sign, Active4me supplies, outreach with students, Staff and volunteers.	\$11,382
2.	Period 07/17 to 12/17 Activity Description: Installation of Rapid Flashing Beacon, continued outreach.	\$6,774
	TOTAL	\$18,156

Total Budget Breakdown:

	Y-S AQMD Grant	Other Match	Total
Capital	\$10,367	\$0	\$10,367
Personnel	\$0	\$7,789	\$7,789
Grant Administration	\$ XXXXXXXXX	\$0	\$0
Totals	\$10,367	\$7,789	\$18,156

**EXHIBIT C
FINAL REPORT FORMAT**

The general format for the final report should include the following items as detailed below. The final report may be emailed, faxed or returned by hard copy to the attention of Planning and Air Monitoring Division, and is due within ninety (90) days following one full year of implementation of the project as described in Exhibit A or within thirty (30) days should this Agreement be terminated prior to the termination date set in Paragraph 3.A.. Failure to provide the final report by the due date may disqualify the CONTRACTOR from receiving future DISTRICT grant funds.

1. Cover/Title Page/Agreement Number
2. Table of Contents – If necessary for text, tables, figures, etc.
3. Project Description as Implemented – Describe project, outlining why the project was done, including the project scope and duration, details of execution.
4. Copies of Paid Invoices

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the project, which may include an on-site inspection.

In addition to the general format, the following items should be included for the specific category as listed below:

ALTERNATIVE TRANSPORTATION PROGRAM

1. Provide the total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.
2. Describe any implementation problems.
3. Provide breakdown of project staff time if District funds were used for this purpose.
4. Provide copies of invoices, purchase orders, and agreement number.
5. Describe any project scope changes from original application.
6. Provide amount of matching funds used and specify sources.
7. Provide estimated project life in years.

**EXHIBIT D
INSURANCE REQUIREMENTS**

CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and/or original endorsement(s) and/or insurance binder(s) affecting coverage required below. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to affect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If CONTRACTOR provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess where he finds that sufficient coverage will not be afforded to the DISTRICT.

During the term of the Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain in full force I.A or I.B below. The type and limits of liability requirements are as follows:

I. A. **COMMERCIAL/GENERAL LIABILITY:**

Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Complete Operations.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

BUSINESS AUTOMOBILE LIABILITY:

Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If CONTRACTOR has no owned automobiles, then only hired and non-owned automobile coverage is required.

Minimum Limits: \$1,000,000 per occurrence for bodily injury or property damage, combined single limit.

- B. **Public Entities/Self-Insured Status:** CONTRACTOR shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence.

- II. **Workers' Compensation and Employers Liability:** CONTRACTOR shall carry full Workers' Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this contract, in accordance with the "Workers' Compensation and Insurance Act," Division statutory limits will apply. If CONTRACTOR has no employees, no Workers' Compensation coverage is required. If CONTRACTOR hires subcontractors to perform under this agreement, the CONTRACTOR shall assure that the subcontractor carries Workers' Compensation insurance for all of its employees, who are required to be covered by applicable law.

- III. **Notice of Cancellation:** Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of CONTRACTOR'S insurance premium is permissible.
- IV. **Additional Insured:** It is mandatory that all of the above insurance policies (except Workers' Compensation) shall include the DISTRICT as additional insured. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
- V. In addition, it is understood and agreed that the following be made a part of the Agreement.
- A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above required limits of liability.
- B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general limit, then the general aggregate limits must be a multiple of the per occurrence limits.
- C. **Contractors' Insurance as Primary:** The CONTRACTOR'S insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the CONTRACTOR'S insurance and shall not contribute with it.
- D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.
- E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT'S Risk Manager.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Award a Construction Agreement for Shade Structure Installation as part of Phase Two Construction at Walnut Park Project (APN # 003 360 025)

RECOMMENDATIONS:

Authorize the City Manager or his designees to issue a Construction Agreement for the Shade Structure Installation at the Walnut Park Phase Two Construction Project with Construction Plus in an amount not to exceed seven thousand six hundred ninety dollars (\$7,690).

BACKGROUND:

The City is under contract to receive Prop 84 grant funds in the amount of \$865,191 (including \$200,000 for environmental mitigation) from the California State Parks and Recreation Department, and also was awarded \$117,275 in grant funds for the project from the Housing Related Parks Program ("HRPP"). The Walnut Park project previously received CDBG grant funds from the State's CDBG General Allocation Program. Funding from all these sources is being utilized for the development of a new city park to be located on the 5 acre parcel (APN # 003 360 025) between Dutton Street and Walnut Lane due east of the new Orchard Village Apartments. The CDBG grant funds were expended during the construction of Phase One of Walnut Park.

In September of 2015, the City successfully completed the required habitat mitigation for the seasonal wetlands on the park property, purchasing land bank credits. At the November 7, 2015 City Council meeting, the Council authorized an addendum to the Professional Services Contract with Melton Design Group for the preparation of construction bid documents, with those bid documents being finalized over the first quarter of 2016.

The City Council authorized the bid issuance for the Phase Two construction of Walnut

Park at the City Council meeting on April 19, 2016. At the May 3, 2016 City Council meeting, Council authorized the purchase of the shade structure for the project to ensure funding available under the Housing Related Parks Program Grant was expended by the June 30, 2016 expenditure deadline. This purchase was reflected in an adjustment to the bid invitation through the issuance of an addendum.

At the June 7th City Council meeting Council awarded the construction contract for Phase 2 of Walnut Park to Empire Landscaping. The contract was awarded for the base bid only, in the amount of \$547,000.00.

The revised available budget for construction of the improvements is \$600,793. The low responsible bidder (Empire) submitted a base bid of \$547,000. When the standard 10% construction contingency is included that puts the overall construction budget at \$601,700. It should be noted the project costs will also need to include fees for outside consultants providing services such as wage monitoring, park design and construction oversight, city engineering and that funding is accounted for in the overall project budget.

Construction Plus is a preferred contractor that installs shade structures manufactured by ICON and sold by their West Coast representative, NSP3. Their bid is substantially below the line item for installation in the Empire Landscape base bid (\$15,000). Staff is removing the shade structure installation from the Empire Landscape scope of work via a change order. The switch in installation companies will result in a cost savings of over \$7,000; however, well over \$15,000 is expected to be added back to the Empire scope of work with add alternatives selected from the original bid documents, which will allow the City the flexibility to add depending on unused contingency funds results:

- Boulders - play area and landscape
- Play Area Logs
- Sand Play Area
- Fence at play area
- Drinking Fountain at playground (one currently on site)
- Raised Garden Beds
- Serving Tables at existing group picnic area

FISCAL IMPACTS:

No impact on City's General Fund as construction will be funded from the Prop 84 Grant, the Housing Related Parks Program Grant, and from the City's Transportation Development Act Fund ("TDA")

ATTACHMENTS:

Construction Plus Proposal



P.O. BOX 585 • HANFORD, CA • 93232-0585 OFFICE: 559 • 583 • 8609 / FAX: 559 • 583 • 0509

Proposal

Proposal No. 87

Date 7-19-16

Proposal Submitted To:

City Of Winters
318 1st St
Winters, Ca. 95694

Work to be Performed at:

Gathering Shelter
Winters, Ca

Project: Shade Structure

We hereby propose to furnish the labor necessary for the completion of:

- 1- 34 x 34 ICON Single Slope Cover
- Price Includes:
 - 4- Rebar Cages
 - Concrete for footings
 - Anchor bolts and templates by ICON

Proposal Includes:

All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

\$7,690.00 _____ Dollars

Payment to be made as follows:

Signature: Date 7-19-16

Robert Hunter

Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Date of Acceptance: _____

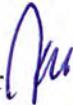
Signature: _____

Signature: _____

Acems LZ5811 01995



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: RFP (Request for Proposal) for a Comprehensive Fee Study and Cost Allocation Plan

RECOMMENDATION:

Staff recommends the City Council accept this information report

BACKGROUND:

The budget as adopted by the City Council, includes estimates of revenues and expenditures based on certain criteria. The estimates are developed utilizing the fees for service that have been adopted by the City Council on the revenue side of things, and the cost allocations for the expenditure side of things.

Comprehensive Fee Study

The fees that are charged by the City are in place as a result of a cost recover fee study, basically looking at how much time and funds are expended to provide a certain service, and setting the fee so that the cost of providing the service is received as payment for that service. Once a study has been completed, staff reviews the results, makes adjustments that we believe are important in accomplishing the purpose of the service (ie, is it more important to provide the service for health and safety reason than it is to recover cost?), have a public hearing in front of the City Council to review the fees and introduce them to the public, and ultimately, institute a new set of fees.

A review of the Police Department fee schedule indicates that the fees for that department have not been updated since 1993. The Planning, Building, Public Works and other fees for service were last updated in 2008. Many things have changed since this last updated, and it is prudent to

complete a comprehensive fee study to be sure we are collecting the correct amount for services rendered by staff.

Cost Allocation Plan

Expenditures for the City are accounted for by department, however, many departments provide a service to other departments. A case in point would be the Finance Department. The Finance Department prepares the month utility bills and collects and records the payment for those utility bills, therefore providing a service to the General Fund for the Municipal Services Tax, the Water Fund for the Water Revenue, and the Sewer Fund for the Sewer Revenue, this is just one case of this type of service between departments. Similar issues occur with the City Manager Department, the Public Works Department and the Administrative Services Department. To properly allocate the cost of one department providing a service to another department, a review of the time and cost of providing the service needs to be done.

A review of the cost allocation plan shows that it was last updated in 2006. We have been through a recession, which caused a reorganization, and seen increases in the cost of health insurance and other employee compensation costs, as well as other cost increases since the last plan was adopted. It is prudent for the fiscal sustainability of the City of Winters that we review and update how we allocate costs from one department to another.

Staff issued an RFP (Request for Proposal) for a consultant to provide both services on August 30, 2016. Staff has determined that having an outside consultant provide this service provides transparency and an open view of providing the best Fee Study and Cost Allocation Plan that will allow the City of Winters to be fiscally sustainable in the future. Once the responses are received, staff will review the responses, conduct interviews with the firms if necessary and present a recommendation to the City Council for approving a contract with the selected firm so that we can move forward with the project.

The RFP can be found on the City's website should Council wish to review it.

FISCAL IMPACT:

None at this time.

ATTACHMENTS:

None



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager 
SUBJECT: Replacement of Junction Box at East St Headworks

RECOMMENDATION: Staff recommends the Council approve the replacement of the junction box at East Street Pump Station(ESPS) - Wastewater Facility in the amount not to exceed \$9000.

BACKGROUND: Currently the wiring in the junction box at ESPS located near the wet well has been deemed inadequate and unsafe. This junction box houses the electrical connections for the three pumps inside the wet well. It has been determined that the box is not adequately water tight and wiring is in disrepair. We recently had one of the large pumps repaired by Flygt and they were unable to reinstall the repaired pump due to the condition of the current junction box. These much needed replacement of the box and wiring will make the facility and its equipment safer and more reliable.

FISCAL IMPACT: Funds will be allocated from the Sewer Capital Fund



C10 Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE
SCADA • PLC/HMI • Telemetry • Calibration • Maintenance**

August 19, 2016

City of Winters

Sent via email: jim.keating@cityofwinters.org

Attn: Jim Keating
Subj: Junction Box Replacement
Ref: 29314

Dear Jim,

Telstar Instruments is pleased to quote on the replacement of your junction box. Telstar is proposing to install a new 316 stainless steel junction box that will prevent rusting, in the same location of the existing one.

Telstar will remove the existing panel, mark the existing wires, install the new panel, terminate existing wiring in the new panel and will provide testing and startup. Telstar will require approximately 4-6 hours of down time during straight time hours in order to effect the change-over at which time the submersible pumps will not be in operation.

Start up and testing will include operational testing of the pumps and calibration of the ultrasonic transmitters located inside the enclosure.

**The price for this as outlined, for the work detailed herein on a straight time basis is.....\$8,640.00
This price does not include applicable tax and freight.**

Terms and Conditions: For your convenience, we now accept all major credit cards. We can commence with this at your direction. This quote is valid for thirty days. This quote is based on information provided to Telstar and may or may not be correct or complete. Please review this proposal for compliance with the complete and final specifications and drawings before acceptance. Our terms are due and payable 30 days from date of invoice. Payments must be made on a minimum of a monthly basis. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. Rates quoted herein will automatically be increased for overhead, and cost of living at a minimum of every year, or at contract renewal, whichever is less. Attorney's fees, court costs and costs of collection will be paid to prevailing party. Permits and bonding are excluded unless otherwise noted herein. Our standard insurance applies unless otherwise, agreed to in writing by Telstar. We accept no responsibility for consequential damages and our standard warranty applies. Telstar does not warranty OEM equipment; the standard manufacturer's warranty applies. Any labor performed by Telstar due to equipment warranty claims, is due and payable as an extra and/or additional charge to the quote noted herein. Please reference the above stated quote number in all correspondence and purchase orders. Unless otherwise noted, this quote is based on local prevailing wages. Vehicle expense will be in addition to the price quote, unless specifically included within the body of this quote. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls and time and materials rates carry a 4-hour minimum per person, any time over 4 hours is charged as 8 hours. Cancellation charges apply including

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



engineering, labor, materials, quote and estimating time, markup, % of profit, return goods fees, etc. at the time of written cancellation notice to Telstar.

We can proceed with this at your notice and look forward to working on this project. If you have any questions please do not hesitate to contact me at 925-671-2888.

Sincerely,

John Gardiner
Vice President

K:\SHARE\QUOTES\Customer Name S-Z 09-current\Winters 29314 Replace Junction Box 051116ja Rev1.docm



STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
THROUGH: John W. Donlevy, Jr., City Manager *John*
SUBJECT: League of California Cities Annual Conference Resolution

RECOMMENDATION: That the Council consider the resolution presented before them to determine a city position.

BACKGROUND: This year, one resolution has been introduced for consideration. The Business Meeting and General Assembly will be held on Friday, October 7 at the Long Beach Convention Center.

The League's bylaws require that the Council take action to designate the voting delegate and the alternates. It is also required that the voting delegate and alternates be registered to attend the conference. Voting Delegate Pierre Neu and Alternate Voting Delegate Jesse Loren were previously designated by Council, are currently registered for the annual conference, and will be able to represent the City's position on the resolution.

FISCAL IMPACT:
None.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

August 16, 2016

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2016 Annual Conference Resolutions Packet.

Annual Conference in Long Beach. This year's League Annual Conference will be held October 5 – 7 in Long Beach. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Closing Luncheon/General Assembly - Friday, October 7, 12:00 p.m. The League's General Assembly Meeting will be held at the Long Beach Convention Center.

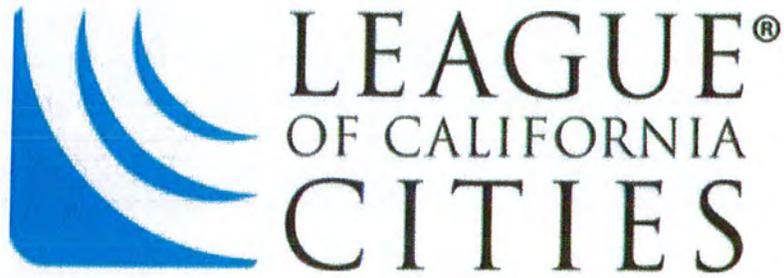
Resolutions Packet. At the Annual Conference, the League will consider one resolution introduced by the deadline, Saturday, August 6, 2016, midnight. The resolution is included in this packet. Resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider this resolution and to determine a city position so that your voting delegate can represent your city's position on the resolution. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolution at the Annual Conference. This includes the date, time and location of the meetings at which the resolution will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the General Assembly Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. If your city has not yet appointed a voting delegate, please contact Meg Desmond at (916) 658-8224 or email: mdesmond@cacities.org.

**Please Bring This Packet to the Annual Conference
October 5 – 7, Long Beach**



*Annual Conference
Resolutions Packet*

2016 Annual Conference Resolutions



Long Beach, California

October 5 – 7, 2016

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolution referred to them. The committee is Transportation, Communication and Public Works. The committee will meet 9:00 – 10:30 a.m. on Wednesday, October 5, 2016, at the Hyatt Regency. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 6, at the Hyatt Regency in Long Beach, to consider the report of the policy committee regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 7, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 6. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, October 5
Hyatt Regency Long Beach
200 South Pine Street, Long Beach

9:00 – 10:30 a.m.: Transportation, Communication & Public Works

General Resolutions Committee

Thursday, October 6, 1:00 p.m.
Hyatt Regency Long Beach
200 South Pine Street, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, October 7, 12:00 p.m.
Long Beach Convention Center
300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

- 1 - Policy Committee Recommendation to General Resolutions Committee
- 2 - General Resolutions Committee
- 3 - General Assembly

TRANSPORTATION, COMMUNICATION, AND PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Vision Zero			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

WHEREAS, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

WHEREAS the Centers for Disease Control recently indicated that America's traffic death rate per person was about double the average of peer nations; and

WHEREAS Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

WHEREAS a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

WHEREAS cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

WHEREAS safe, reliable and efficient transportation systems are essential foundations for thriving cities.

RESOLVED that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

AND encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

AND encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

//////////

Background Information on Resolution to Support Transportation Safety Programs

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has the highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (<http://visionzeronet.org/map-of-vision-zero-cities/>). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (<http://safety.fhwa.dot.gov/tzd/>) and states throughout the United States, including California (http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angeles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (<http://library.ite.org/pub/ed59a040-caf4-5300-8ffc-35deb33ce03d>).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo
Committee: Transportation, Communication, and Public Works

Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), "Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change."¹ Below is a summary of each Vision Zero element, according to WHO:

1. Ethics – Life and health trump all other transportation benefits, such as mobility.
2. Responsibility – Responsibility for crashes and injuries is shared between the providers of the system and the road users.
3. Safety Philosophy – Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
4. Driving Mechanisms for Change – Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

List of cities that are considering adoption of Vision Zero nationally include: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

¹ http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf

New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL²

Vision Zero – Samples:

1. San Francisco – In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.³ The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
 - a. Creating protected bike lanes
 - b. Building wider sidewalks
 - c. Reducing traffic speeds⁴

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.⁵

2. Los Angeles – the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)⁶, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts⁷:
 - a. Installation of 22 new Leading Pedestrian Intervals (LPIs) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
 - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
 - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco's Vision Zero Categories:

1. Engineering – implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
2. Enforcement – use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

² <http://visionzeronet.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg>

³ <http://www.joomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short>

⁴ <http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/>

⁵ <http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/>

⁶ <http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3>

⁷ <http://visionzero.lacity.org/actions/>

3. Education – coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes – Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
4. Evaluation – evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
5. Policy – support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
- Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
- Decreasing medical costs at SF General Hospital relating to collisions
- Increasing the number of engineering projects and miles of streets receiving safety improvements
- Decreasing the speeds on SF streets
- Increasing investigation and prosecution of vehicular manslaughter
- Increasing public awareness of Vision Zero and traffic safety laws
- Increasing policy changes made at the state and local levels to advance Vision Zero

Toward Zero Deaths – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the “nation’s highway system provides safe, reliable, effective, and sustainable mobility for all users.”⁸ It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to “effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.”⁹ They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

Support: City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

Opposition: One individual

Fiscal Impact: Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

⁸ <http://safety.fhwa.dot.gov/tzd/>

⁹ [http://www.ots.ca.gov/OTS and Traffic Safety/About OTS.asp](http://www.ots.ca.gov/OTS%20and%20Traffic%20Safety/About%20OTS.asp)

Comment:

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities. While the clause "encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways" provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would "commit" the League to:
 - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
 - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts.¹⁰ The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it's too early to make any conclusions about Vision Zero's effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth "Whereas" clause from the top, the word "principal" should be "principle."

Existing League Policy: "The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- **System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- **Commitment to Efficiency.** Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- **All Users Based System.** New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- **Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

¹⁰ <http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php>

existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source.

Collectively, we must have the political will to push for sustainable transportation revenues.

- Unified Statewide Solution. For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- Equity. New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- Flexibility. Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- Accountability. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level.”¹¹

Additionally, the League adopted to “Increase Funding for Critical Transportation and Water Infrastructure” as its number one strategic goal for 2016. It reads, “Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California’s cities.”¹²

¹¹ <http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx>

¹² <http://www.cacities.org/Secondary/About-Us/Strategic-Priorities>

LETTERS OF CONCURRENCE

Resolution No. 1

VISION ZERO



Office of the Mayor

3300 Capitol Avenue, Building A | P.O. Box 5006, Fremont, CA 94537-5006

510 284-4011 *ph* | 510 284-4001 *fax* | www.fremont.gov

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Fremont enthusiastically endorses the proposed resolution to support the implementation of initiatives to eliminate traffic deaths and severe injuries on our roadways. Fremont is among the early adopters of the Vision Zero traffic safety strategy. With City Council's approval of our Fremont Vision Zero 2020 action plan in March 2016, we are already seeing the benefits of building a safety first culture in our community.

I strongly encourage other California cities to join a growing coalition of support for Vision Zero. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Fremont has embraced Vision Zero and we are in strong support of expanded transportation safety in California cities and support the proposed Resolution.

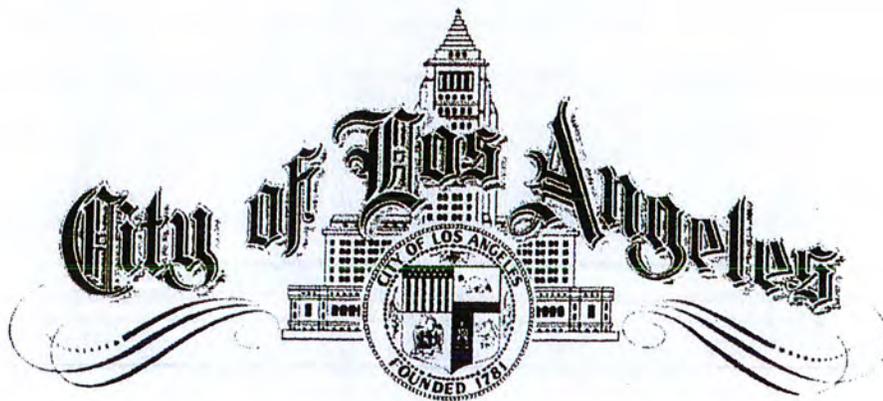
Sincerely,

A handwritten signature in black ink that reads "Bill Harrison".

Bill Harrison

Mayor





CITY HALL
LOS ANGELES, CALIFORNIA 90012

August 2, 2016

The Honorable Dennis Michael
President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: League of California Cities Resolution Supporting Initiatives to Prioritize Traffic Safety

Dear President Michael:

We write in support of the proposed resolution to support the adoption and implementation of Vision Zero initiatives throughout California to eliminate traffic fatalities and injuries. Vision Zero and Towards Zero Deaths strategies have been adopted in cities throughout California, including the City of Los Angeles. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year, more than 200 people are killed while trying to move around Los Angeles. Nearly half of the people who die on Los Angeles streets are people walking and bicycling, and an alarming number of them are children and older adults. The safety of our residents and visitors is paramount. If we can realize Vision Zero throughout California, children will be safer walking to school, families will be safer going to the park, and commuters will be safer getting to work.

The City of Los Angeles adopted Vision Zero as part of its Transportation Strategic Plan, and an executive directive was issued in 2015 directing its implementation. We are in strong support of Vision Zero in California, and we support the proposed Resolution.

Sincerely,

ERIC GARCETTI
Mayor

JOE BUSCAINO
Councilmember, 15th District
League of California Cities Representative



OFFICE OF THE
CITY COUNCIL

JAY SCHENIRER

COUNCILMEMBER
DISTRICT FIVE

CITY OF SACRAMENTO
CALIFORNIA

July 27, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION
AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY
THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Sacramento supports the proposed resolution to support the adoption and implementation of initiatives to prioritize transportation safety toward eliminating death and severe injuries on our roadways. **Vision Zero** and **Towards Zero Deaths** strategies have been adopted in many cities and Sacramento is currently developing its own **Vision Zero Action Plan**.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on roads and streets of our cities. We must put safety as a top priority for all users of our streets. It is fundamental for prosperity of California cities as safety, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Sacramento is in strong support of prioritized and expanded transportation safety in California cities and supports the proposed Resolution.

Sincerely,


Jay Schenirer, Council Member
Chair, Law & Legislation Committee



THE CITY OF SAN DIEGO

August 9, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Michael:

RE: A resolution of the league of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety throughout California

The City of San Diego Transportation & Storm Water Department supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, including the City of San Diego (Attachment 1). Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of San Diego Transportation & Storm Water Department has embraced Vision Zero/Towards Zero Death and I am in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Kris McFadden
Director

Attachment: A Resolution of the Council of the City of San Diego Adopting a Vision Zero Plan to Eliminate Traffic Fatalities and Serious Injuries in the Next Ten Years

cc: Katherine Johnston, Director of Infrastructure and Budget Policy, Office of the Mayor
Kristin Tillquist, Director of State Government Affairs, Office of the Mayor
Vic Bienes, Assistant Director, Transportation & Storm Water Department
Linda Marabian, Deputy Director, Traffic Engineering Operations



Transportation & Storm Water Department

202 C Street, 9th Floor, MS 9A • San Diego, CA 92101
Tel (619) 236-6594 Fax (619) 236-6570

RESOLUTION NUMBER R- 310042

DATE OF FINAL PASSAGE NOV 03 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ADOPTING A VISION ZERO PLAN TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES IN THE NEXT TEN YEARS.

WHEREAS, on average one person each day is seriously injured or killed on the road while walking, bicycling, or driving the streets of San Diego; and,

WHEREAS, the City has adopted numerous studies and plans that outline design concepts to improve safety for people walking and biking in the City including a Pedestrian Master Plan and Bicycle Master Plan; and,

WHEREAS, the City of San Diego's draft Climate Action Plan proposes to achieve 50 percent of commuter mode share for walking, biking and transit use in transit priority areas by 2050 and safer conditions for walking and biking can help implement this Plan; and,

WHEREAS, the City will increase in population by approximately 30 percent by 2050 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, communities in San Diego have prioritized infrastructure projects that improve walking and biking safety among other project types as represented by the Community Planning Committee report to Infrastructure Committee in November 2013; and,

WHEREAS, the City incurs costs to respond to lawsuits alleging the City's failure to provide safer streets; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and,

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in New York City which has seen the lowest number of pedestrian fatalities in its first year of implementation since documentation began in 1910; and,

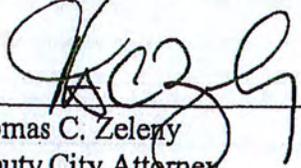
WHEREAS, Circulate San Diego is convening an Advisory Committee to advance Vision Zero Goals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it hereby adopts a goal of eliminating traffic deaths and serious injuries by 2025; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it urges City staff from the Mayor's office, Transportation and Stormwater Department, San Diego Police Department, and a representative of the City's Bicycle Advisory Committee to attend meetings of Circulate San Diego's Vision Zero Advisory Committee for a limited time to develop a traffic safety plan that will help the City reach the goal of zero traffic deaths and serious injuries; and

BE IT FURTHER RESOLVED, that the traffic safety plan will be guided by innovative engineering solutions to improve road safety for all users, especially the most vulnerable; will measure and evaluate performance annually; and will include enforcement and education strategies to prevent the most dangerous behaviors that cause public harm, especially along the corridors where collisions are most frequent.

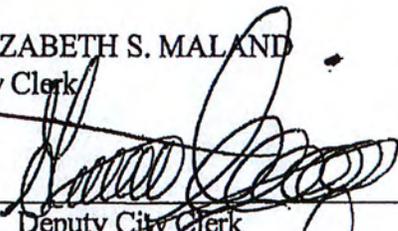
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Thomas C. Zeleny
Deputy City Attorney

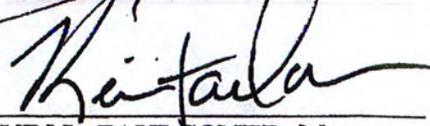
TCZ:cfq
September 24, 2015
Or.Dept:Envir. Comm.
Doc. No.: 1116742

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of Oct 27 2015.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 11/2/15
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on OCT 27 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 03 2015

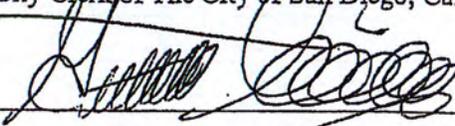
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By  Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 310042



August 1, 2016

The Honorable Dennis Michael
President, League of California Cities
1400 K Street
Sacramento, CA 95814

Re: Resolution of the League of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety Throughout California

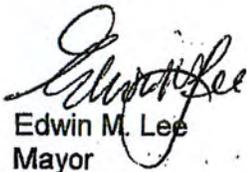
Dear President Michael,

On behalf of the City and County of San Francisco, I am writing to express my support for the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California including San Francisco, San Jose, San Mateo, San Diego, Los Angeles, Santa Barbara, and Santa Monica. Accordingly, I encourage the submission of the resolution to support Vision Zero, Toward Zero Deaths, and other initiatives that make traffic safety a priority, which will be considered by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year in San Francisco, approximately 30 people lose their lives and over 200 more are seriously injured while traveling on our streets. These deaths and injuries are unacceptable and preventable, and the City is strongly committed to stopping further loss of life. San Francisco adopted Vision Zero as a policy in 2014, committing to build better and safer streets, educate the public on traffic safety, enforce traffic laws, and adopt policy changes that save lives. Our goal is to create a culture that prioritizes traffic safety and to ensure that mistakes on our roadways do not result in serious injuries or deaths. The safety of our residents and the over 18 million visitors that use our streets each year is paramount, and the same holds true for cities across the California, which need safe, efficient, and organized transportation systems to support economically vibrant and sustainable communities.

The City and County of San Francisco has embraced Vision Zero, and I am in strong support of expanded transportation safety in California cities and, in turn, the proposed Resolution.

Sincerely,


Edwin M. Lee
Mayor



City of
Santa Monica®

Mayor Tony Vazquez
Mayor Pro Tempore Ted Winterer

Councilmembers

Gleam Davis
Sue Himmelrich
Kevin McKeown
Pam O'Connor
Terry O'Day

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: THE LEAGUE OF CALIFORNIA CITIES CONSIDERATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael:

The City of Santa Monica supports initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, leading to the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

The City of Santa Monica embraced Secretary Anthony Foxx's Mayor's Challenge for *Safer People, Safer Streets* in March 2015. Simultaneously, the Council directed staff to initiate work on Vision Zero and 8-80 cities – a movement created by Gil Penalosa, to make cities that work for people aged 8 to 80. Combined, these two efforts aim to create streets that are safe and comfortable for people in all modes and of all abilities. In February 2016 the Santa Monica City Council adopted a Vision Zero target in our first Pedestrian Action Plan. We are now actively working to incorporate these visionary targets into City operations.

Our City cares deeply about the safety of our people, and their ability to access good, services, education, social networks and employment. Creating a New Model for Mobility is one of the Council's Five Strategic Goals, identified to organize and advance work on our top priorities. A safe mobility network supports our urgent need to provide transportation options that reduce greenhouse gas emissions, and provide equitable access to places and activities that support community Wellbeing. Reducing and ultimately eliminating severe injury and fatal crashes part of a resilient, safe and prosperous community.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Santa Monica has embraced **Vision Zero/Towards Zero Deaths** and I am in strong support of expanded transportation safety in California cities.

Sincerely,


Tony Vazquez
Mayor



CITY OF WEST HOLLYWOOD

CITY HALL

3300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

**OFFICE OF THE
CITY MANAGER**

PAUL AREVALO
CITY MANAGER

July 21, 2016

The Honorable L. Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA - SUPPORT

Dear President Michael:

The City of West Hollywood supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. *Vision Zero* and *Towards Zero Deaths* strategies have been adopted in numerous cities throughout California. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015, and it is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of West Hollywood is in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Paul Arevalo,
CITY MANAGER

c: Honorable Members of the West Hollywood City Council



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager 
SUBJECT: Well 6 Flow and Pump Test Retrieve Sample

RECOMMENDATION: Staff recommends the Council approve the additional work as part of Well 6 Rehabilitation to include setting temporary test pump, conduct flow test and pull samples at different pumping levels for Chrom6. Cost for these tasks not to exceed \$7500.

BACKGROUND: Staff has been working with Utility Service Co. (UTS) on the Well 6 Rehab project. The depth of water level has dropped and it is difficult to determine if the current pump will be able to maintain the desired pumping level and PSI. UTS has recommended that we drop a test pump and conduct flow tests at a variety of pumping levels to ascertain if upsizing the pump will be required to meet desired flows and maintain minimum PSI. While they are pumping we will also pull Chrom 6 samples to determine what the variation of Chrom6 levels are at different pumping rates.

FISCAL IMPACT: Funds will be allocated from the Water Capital Fund



Proposal From:

Utility Service Co.

I N C O R P O R A T E D



535 Courtney Hodges Blvd.

P.O. Box 1350, Perry, Georgia 31069

Phone: 800-223-3695

FAX SIGNED COPY TO:

478-987-2991

www.utilityservice.com

Date 8-18-2016		SFID:	CN:	SO:	Page No. <u>1</u> of 1
Proposal Submitted to City of Winters			Attn: Carol Scianna		Phone 530-794-6715
Address 318 First St.			Job Name Well #6		Fax
City Winters	State CA	Zip Code 95694	Job Location		County / Parish
Job Name WELL #6		Well Parameters	Est. Start Date Upon Approval	Submitted by	

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Set a temporary submersible test pump and conduct a flow test to determine well capacity and pumping water levels to more accurately size the permanent pump.

Additionally;

Take samples from the pumping well and the monitoring wells while conducting the flow test

Please sign and date this proposal and return one copy to our office.

Seventy Five hundred

dollars (**\$ 7,500.00**)

Payment to be made as follows: **Payment in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Company, Inc., P. O. Box 116554, Atlanta, GA 30368-6554

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized	
USCI Signature	
Note: This proposal may be withdrawn by us if not accepted within	Ninty (90) Days

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Printed Name _____

Date of Acceptance _____



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Planning Commission Appointment

RECOMMENDATION:

Staff respectfully recommends that the City Council receive the Planning Commission Interview and Selection Committee's recommendation of Gregory Contreras to fill the vacancy due to Bill Biasi being elected to the City Council.

BACKGROUND:

Effective June 7, 2016, Planning Commissioner Bill Biasi was elected to the City Council.

The City Clerk's office placed notices in the Winters Express and the City of Winters website to advise the public of this opening/vacancy.

Following the advertising for the Planning Commission vacancy, the Interview and Selection Committee consisting of Council Member Pierre Neu and Council Member Bill Biasi reviewed the Applications of Interest submitted, held interviews, and are coming before Council tonight with their recommendation. The top three candidates, in order, are Greg Contreras, Sarah McCullough, and Albert Vallecillo. However, we only have the one vacancy.

Applications of Interest to the Planning Commission were submitted by Sally Brown, Gregory Contreras, Michael Gum, Sarah McCullough, and Albert Vallecillo. All applicants have been notified of this recommendation.

FISCAL IMPACT:

None



**CITY COUNCIL
STAFF REPORT**

DATE: September 6, 2016
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Parking Committee- Parking Consultant Recommendation

RECOMMENDATION:

That the City Council:

1. Receive a report regarding the Parking Committee's selection of a possible parking consultant; and
2. Provide direction on funding for the project.

BACKGROUND:

In March, the Parking Committee and City Staff issued a parking consultant study Request for Qualifications and received proposals from 4 firms including Traffic Works, Willdan Engineering, Integrity Parking Services and Kimley Horn. The costs for the proposals ranged from \$31,000 to \$71,000.

The RFQ with the Scope of Services is included with this report as Attachment A.

Staff and the Parking Committee held interviews with all four firms and narrowed the group to two firms, Integrity Parking and Kimley Horn.

Following a call of references for both Integrity and Kimely Horn, the Committee is recommending Kimley Horn. The proposals for Integrity and Kimley Horn are included as Attachments B.

Parking Committee- Parking Consultant Recommendation

Agenda Report- September 6, 2016

Page 2

DISCUSSION:

Both Staff and the Parking Committee are recommending that Kimley Horn be selected as the preferred consultant to work on the project. A combination of their experience, the proximity of the consultants working on the project and approach were preferred.

The overall goal of the project is to advance both issues and information which can be developed into an overall parking plan for use both in the present and future.

A key issue at this point is the overall funding of the project. Previously, City Staff had proposed funding up to 50% of the project costs, with the balance coming from contributions from property owners and merchants.

The current proposal from Kimley Horn is approximately \$40,000 and the budget recommendation includes a 10% contingency for a total of \$44,000.

The breakdown of the cost distribution would be as follows:

Hotel Project:	\$5,000
City:	\$20,000
Merchants/Property Owners	\$19,000

The Parking Committee met on August 24 and is recommending that the City assume the full cost of the study.

FISCAL IMPACT:

Staff is recommending a City commitment toward the project of \$20,000 which will come from contract planning consulting fees. The balance of the funds would come from the Royal Guest contribution of \$5,000 and merchants/property owners.



Parking Consultant Services

Request for Proposals

March, 2016

Issued by:

Winters Parking Committee

I. Introduction

The City of Winters (City) is seeking proposals from qualified firms/individuals (Consultant) to conduct a parking analysis focused on the downtown area of Winters. The primary objectives of the analysis include

- Assessing the need for additional public parking, based on current and future development
- Identifying sites (both public and private) that would be well suited to shared use on a daily basis as well as overflow sites for event parking.
- Designing a distinctive and clear signage model to direct motorists towards parking options.
- Analyzing a variety of funding strategies to support parking infrastructure in Winters, including, but not limited to special downtown parking business improvement district (PBID), downtown business assessment district, metered parking, enforcement, in lieu fees for new development as well as re-purposing existing downtown buildings.

This study and its recommendations will help inform the future development of a parking master plan for the downtown area.

II. Background

Winters is a city in rural Yolo County, California, located along Interstate 505 and Putah Creek. The population was 6,624 as of the 2010 census. It is part of the Sacramento–Arden-Arcade–Yuba City, CA-NV Combined Statistical Area.

In recent years the Winters downtown area has matured. The downtown now supports a variety of tourist-oriented businesses including restaurants, craft stores, wine, cheese and olive oil tasting establishments, a renowned playhouse in addition to business catering to local residents including a bank, drug store, hardware store, accountants, auto parts store and auto repair facilities.

Existing businesses and buildings have experienced a renaissance. New businesses have opened, operating days and hours have expanded, new visitors are attracted to Winters unlike before and the Chamber of Commerce, merchant groups and the business community now sponsor many events and programs not previously offered.

New economic development is on the near horizon. A 72 room hotel will open in Summer 2017. In addition to rooms, the hotel will provide additional retail and restaurant space, adding a positive downtown draw. [PH1] A major training facility for Pacific Gas and Electric will be opening in the same timeframe. While this facility is located outside the downtown area next to I-505, we expect some, if not all, of the anticipated 300 trainees and staff to frequent downtown businesses, especially during evening (peak parking demand) hours.

Over the past few years, downtown merchants began to notice significant parking impacts in the downtown area during peak periods. The concern of these merchants is that while economic vitality is a positive, a lack of adequate parking will detract from a

**Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016**

positive "Winters experience". Historically, the City has anticipated economic growth. 10 years ago, the City looked ahead and built the Rotary Parking Lot to accommodate growth in parking demand, a thoughtful and good decision. Today, we are looking at the next 10 years and seeing a need for similar proactive planning.

In July of 2015 the City formed a Winters Parking Committee (the Committee). The Committee has been meeting bi-weekly since its inception. The purpose of the Committee was to identify the scope of the parking problem, inventory downtown parking, collect data on parking space utilization, survey business owners on employee use of on-street parking and begin formulating a plan for the future.

The Committee presented a series of short term recommendations to the City Council in December, 2015 and asked the City Council to fund a consultant to work with the Committee and City staff to evaluate parking alternatives and strategies. The outcome of this process would support the subsequent development of a Downtown Parking Master Plan. [PH2]The Committee has done significant groundwork. However, at this time the Committee feels it has carried the project as far as possible without professional help. A summary of the Committee findings is outlined in Attachment 1.

III. Scope of Work

First and foremost, the Consultant is expected to work closely with the Committee and City staff to develop a framework for a Master Downtown Parking Plan. The framework will include both options and alternatives to mitigate anticipated growth in parking demand in the downtown area. Each option/alternative must be consistent with the rural and historic character of Winters.

Following is a list of potential options and alternatives, but it is not to be considered exhaustive. That in fact, is one of the motivations for hiring a Consultant: to suggest solutions that have thus far evaded the Committee and City.

A. Assessment of Current Conditions and Existing Parking Demand

The Committee believes that much of the groundwork for this item has been completed by either the Committee or the City. The Consultant will review that material and provide structured answers to the following items:

- Review existing data collected by both the Committee and City for adequacy.
- Where existing information is inadequate, suggest further data collection to be done by the Committee.
- Evaluate pedestrian traffic patterns and walking distances with respect to outlying parking facilities. Work with the Committee on establishing acceptability benchmarks and criteria for acceptable parking and pedestrian travel/parking zones and allowances to serve as triggers for future improvements.
- Evaluate potential parking demand for currently empty and under-utilized buildings and properties in the Downtown
- Review existing way finding signage and street lighting.
- Evaluate adequacy of existing special use parking including handicapped and commercial deliveries
- Identify periods of peak parking demands.

**Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016**

- Determine practical capacity of existing parking facilities.

B. Analysis of Current Parking Inventory and Utilization

The Committee surveyed businesses in the downtown area and found that much of the parking inventory is being utilized by employees, managers and owners. In addition, there is significant parking inventory in the service alleys behind businesses, however this inventory is under-utilized. The Consultant shall:

- Provide models that encourage employees/managers/owners to park in non-public spaces.
- Evaluate alley parking and propose solutions that would increase the inventory and utilization of this resource.

Significant overflow parking is potentially available from large ag businesses during the evening hours. The Consultant shall evaluate overflow parking and suggest strategies for private/public partnerships to utilize this space. These strategies may include, but not be limited to:

- Public lighting of private lots
- Fencing or other containment strategies to delineate and control access to shared lots.
- Parking fee models such that private landowners are compensated for the use of their land as well as the parking operation having net-zero financial impact.

C. Analysis of Future Parking Demand, Alternative Parking Locations and Restrictions

Economic growth has a rosy future in Winters. Upcoming projects include the Downtown Hotel, PG&E training facility, Winters Ranch, new freeway development (possible 2nd hotel, coffee chain), a planned senior center and apartments, upgraded bridge over Putah Creek and an increasing number of special events happening in the downtown.

While all these projects (with the exception of the Downtown Hotel) are outside the downtown area, they are expected to bring more activity to the actual downtown and therefore increased parking demand. Like the construction of the Rotary Park lot in anticipation of future demand, we need to quantify anticipated future demand from the present, and plan accordingly.

The Consultant shall :

- Provide planning estimates of parking demand in the downtown based anticipated economic growth in Winters. These estimates may be drawn from the City's cumulative circulation plan of proposed projects, as well as the Consultant's experience with similar communities experiencing economic growth. Note that this RFP is **not** calling for a quantitative parking impact study, only estimates based on existing information and experience.
- Analyze the location and impact of valet parking on downtown parking inventory.

Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016

- Analyze the location of non-downtown parking facilities and role of shuttles from these sites to the downtown.
- Recommended policies in regards to current businesses, employers and employees.
- Analysis of policies that could facilitate downtown parking, included but not limited to:
 - Parking Regulations (Timed zones, permits, etc.)
 - Enforcement (public and/or private)
 - Automated metering

D. Analysis of Financing Options to Support Downtown Parking Infrastructure

The Consultant will evaluate a variety of financial pathways, including, but not limited to:

- In-lieu fees for new construction as well as major renovations to existing downtown buildings.
- Establishment of a Parking Business Improvement District (PBID). Note that a PBID is separate and distinct from the existing BID.
- Metered/paid parking.
- Recommendations on a financing structure and alternatives for the funding of future parking facilities and improvements within the Downtown core including fees, assessments, utilization of TOT collections towards parking, etc.
- Recommendations for property and business based allocations and assessments for future improvements and assessments.

E. Preparation and Presentation of Final Report

The Consultant shall compile all data, analysis and recommendations into a final parking analysis report to be presented to the Committee, City staff and the City Council. The Consultant is expected to attend at least one City Council meeting to present the final report.

F. Communication

Historically, there have been no restrictions on parking in Winters, and all parking has been without direct cost to current businesses or property owners. This environment may change as parking pressures in the downtown area increase and a long term parking plan evolves.

The City and the Committee feel it is imperative that the community in general and the business owners and property owners in the downtown area, be involved in the development of the parking plan, making their expectations and concerns known. No parking solution will succeed unless there is buy-in from the stakeholders.

For this reason, the City and the Committee expect the Consultant to conduct:

- *At least* one public workshop to vet alternatives and strategies under consideration.

**Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016**

- *At least one property/business owner workshop exploring the potential economic impacts, both positive (potential for increased customer traffic) and negative (fee assessments) of any proposed plan.*

Additional workshops may be requested by either the City or the Committee based on the outcomes, stakeholder participation and unanswered questions after the initial workshops.

IV. Statement of Qualifications and Proposal

The combined Statement of Qualifications and Proposal shall be limited to six (6) one-sided pages exclusive of resumes, shall be organized in the following format and shall include the information in the below outline:

A. Cover Letter

The cover letter is to be signed by an officer of the firm authorized to execute a contract with the City.

B. General Qualifications

Provide a summary of the Consultant's qualifications, general information about the firm, location of office(s), years in business and areas of expertise. Provide a brief description of projects which involved a similar scope of services as well as projects/clients where Consultant had performed as an extension of staff.

C. Key Staff

Identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff to be assigned to this project. Include a proposed project management structure and organizational chart. A meeting facilitator shall be included as part of the project team. Identify any portion of the scope of work that will be subcontracted. Include firm qualifications (brief) and key personnel, telephone number and contact person for all subcontractors. The City reserves the right to approve or reject all consultants or internal staff performing consulting services, proposed by the Consultant during or after the consultant review and selection process. There can be no change of key personnel once the proposal is submitted without the prior approval of the City

D. Project Approach and Methodology

Consultant shall describe its understanding of the project and the proposed technical and management approach. Consultant shall also describe the methodology and approach to complete each of the items and identified deliverables. Expand on the scope of work where appropriate to accomplish the overall objective of the project, and provide suggestions which might enhance the results or usefulness of the study. Include assumptions about the number of meetings needed with City staff to complete the Scope of Work.

**Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016**

E. References

Consultant shall provide a list of references for the firm and any sub-consultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies for which Consultant has done similar work. Include a list of specific projects associated with each reference, date work was performed, cost and key personnel involved.

F. Schedule

Propose a timeline for completion of the Scope of Work including start date, milestones and target completion date. Any assumptions regarding turnaround time for City staff or City Council should be clearly noted.

G. Rates

Provide the billing rates or range for each classification of proposed staff members, including sub-consultants. Provide proposed overhead percentages.

V. Consultant Selection Process

The basic elements of the Consultant selection process are as follows:

A. Evaluation of Submittals

The purpose of this evaluation is to determine whether the submitting company is qualified to successfully complete the scope of work and has experience producing the type of analysis and report requested. Based on this evaluation the City will identify from one (1) to five (5) firms that are considered qualified. Proposals will be evaluated on various qualifications, including but not necessarily limited to:

- Experience of key personnel and staffing capabilities;
- Understanding of project scope;
- Technical approach and methodology;
- Experience and demonstrated competence on similar projects;
- Experience conducting public workshops in contentious environments;
- Availability of key personnel and resources; and
- History of working successfully and efficiently with public agencies.

B. Scoping Meeting

The top ranked Consultant shall meet with City staff and the Committee to ensure that the Consultant has a complete understanding of the project, and to refine the Scope of Services, if necessary.

C. Cost Proposal

Following the Scoping Meeting, the top-ranked Consultant shall submit a cost proposal to the City for the completion of the Winters Downtown Parking Analysis project according to the agreed-upon Scope of Services. The Consultant shall have seven (7) calendar days to submit the cost proposal to the City. The cost proposal

**Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016**

shall include all labor costs, overhead costs, sub-consultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format, by task grouping, and show hours per staff member, base labor rates, and overhead and profit rates. Final negotiations with the City will commence shortly after receipt of the Cost Proposal.

VI. **General Information**

A. Qualifications/Proposal

Consultant shall submit six (6) copies of their Qualifications/Proposal to the City. Qualifications/Proposal must be submitted in a sealed envelope in response to this RFQ/RFP. Proposals must be received no later than **5:00 p.m., Monday, April 18, 2016**, at the following address:

City of Winters
Attention: John Donlevy
318 First Street
Winters, CA 95694

Late submittals will be rejected and returned.

B. Schedule

The anticipated schedule of activities related to this RFQ/RFP is as follows:

<u>Activity</u>	<u>Date</u>
RFQ/RFP Issued	3/15/2016
Pre-Proposal conference	4/4/2016
Qualifications/Proposal Submittal deadline	4/18/2016
Notice to proceed	Approx. 5/16/2016

C. Qualifications/Proposal Property

All Statements of Qualifications/Proposals become the property of the City upon submission

D. Cost of Qualifications/Proposal Preparation

City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless, the City from any and all liability, claims or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ/RFP.

E. Amendments to RFQ/RFP

City reserves the right to amend the RFQ/RFP by addendum. If the City deems it necessary, the Qualifications/Proposals submittal deadline will be extended to allow proposers additional time to respond to the RFQ/RFP addendum.

Attachment 1 – Committee Findings

A. Delineation of the Downtown Area

The downtown area of Winters is represented by an approximate 6 block area outlined in red on the map in Attachment 2. The area is bounded by Abbey Street on the north, 2nd Street on the west, Russell Street on the south and Elliot street on the east.

Access to the downtown area is primarily via SR 128 (Grant Street) to the intersection of Railroad Ave, then south on Railroad. This primary route is indicated by blue in Attachment 2.

A secondary access route to the downtown is via the Main Street extension which connects to Grant Avenue, indicated by the green line in Attachment 2. This route passes through numerous residential areas and is not a preferred route.

A third access route, shown in yellow is via the Putah Creek Road off-ramp from I-505, one-mile south of the main Winters/Highway 128 exit. This route would bring visitors west from I-505 on Putah Creek Road and across the new Putah Creek Bridge, onto Railroad Avenue. This is not currently a high traffic road and is not well lit or marked. The right [PH3]turn onto the Putah Creek Bridge would need improvements to make it safe for non-local visitors.

B. Parking Inventory

The Committee conducted a survey of parking spaces in the downtown and nearby areas. There are three City-owned parking lots and several privately owned parking areas that are commonly used for general parking. The following table summarizes available parking spaces in the downtown area:

Area	Parking type	Spaces
City Hall	Public, Off-Street	50
City Hall Annex	Public, Off-Street, after hours	12
Railroad/Monticello	Public, Off-Street	67
Community Center	Public, Off-Street	105
Abbey Street	On-Street	24
W. Abbey St (Hotel side)	On-Street	10
W. Abbey St	On-Street	20
Eagle Drug	Private, Off-Street	14
Elliot St	On-Street	10
N. First Street	On-Street	17
S. First Street	On-Street	17
Lorenzo Center	Private, Off-Street	38
Central Main Street	On-Street	40
East Main Street	On-Street	18
West Main Street	On-Street	41
Railroad/Abbey/Main	On-Street	18
South Railroad	On-Street	17
John Pickerel Lot	Private, Off-Street	12

**Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016**

	Total Spaces: 530
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In addition to these spaces there are several large privately owned parking areas between Grant and Abbey on the east side of Railroad (not shown on Attachment 3). These are sometimes used informally as overflow parking, but without explicit consent from the landowners.

It should also be noted that Abbey and Russell streets are residential on one side and commercial on the other. Residential spaces are **not** included in the inventory. The presence of residential parking presents specific challenges when events fill up public spaces.

C. Parking space utilization Thursday-Sunday

The Committee has conducted several parking utilization studies. In particular, the Committee members surveyed the parking inventory areas weekly between 7/25/2015 and 8/28/2015 (date of the Earthquake Festival). A vacant space count was conducted at 10AM, 4PM and 8PM. The results are summarized in the table below:

Average Percent Occupied Parking Spaces by Day and Time

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
10AM	35	45	43	43	44	No data	22
4PM	54	42	43	50	44	29	36
8PM	41	27	45	57	73	74	46

In general, the Committee found parking utilization rates are generally high only during the Thursday-Sunday time periods in the evenings (4PM and 8PM counts). Parking utilization rates were in the 70% range on Friday and Saturday nights. The Committee has been advised that utilization rates above 85% indicate a parking shortage.

D. Short-term recommendations

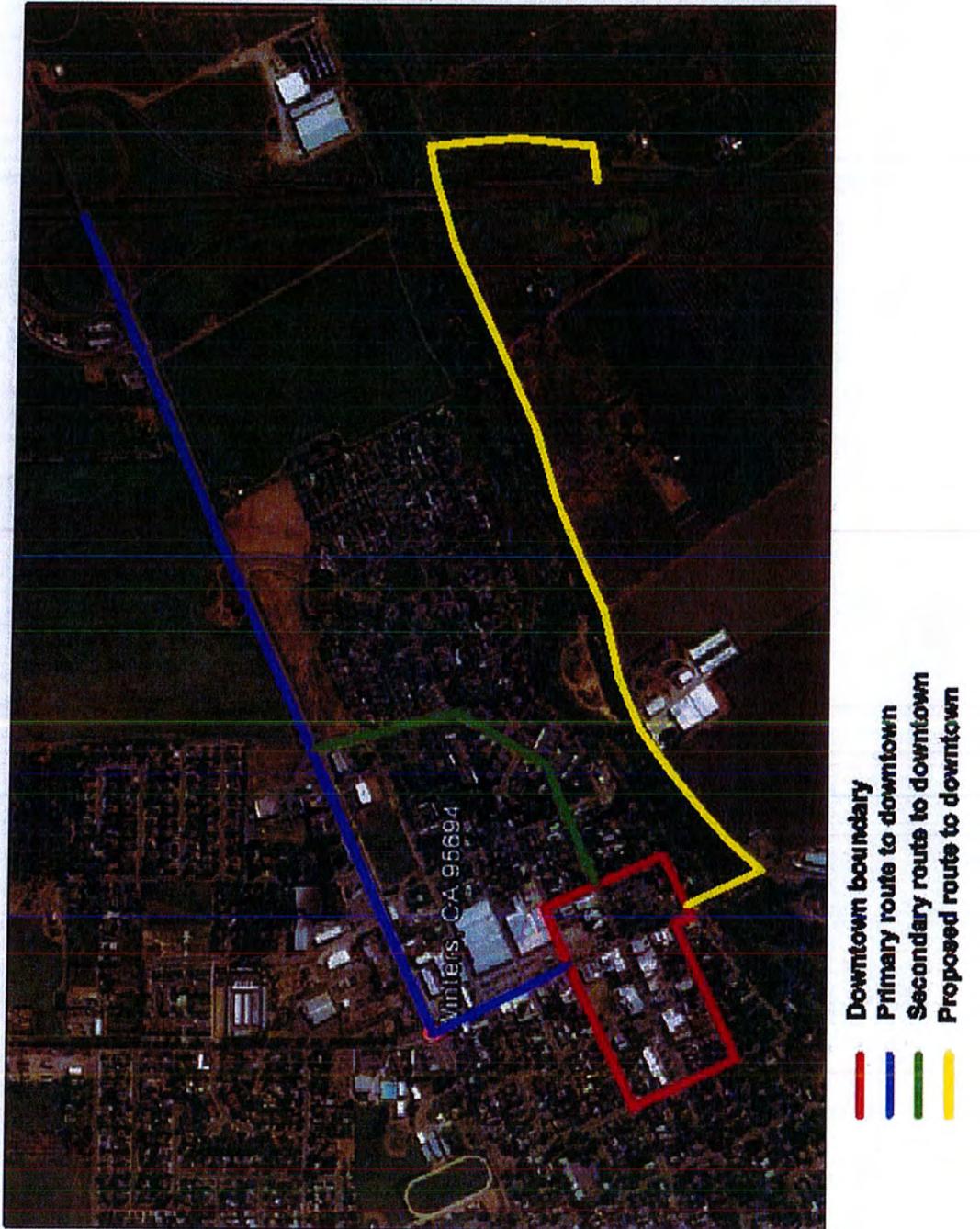
In December 2015 the Committee presented the City Council with a summary of its work done to date. The Committee considered both long-term solutions as well as short-term, however it focused on short term. Short-term solutions were defined as relatively inexpensive, reversible, and able to be completed within a six-month time frame. Solutions included:

- Re-stripe downtown parking spaces
- Tree trimming around downtown to move the canopy above existing street lighting.
- Continue historic lighting from Wolfskill to Grant Avenue
- Convert parallel to diagonal parking on several streets
- Remove sign on Grant directing downtown traffic down East Main

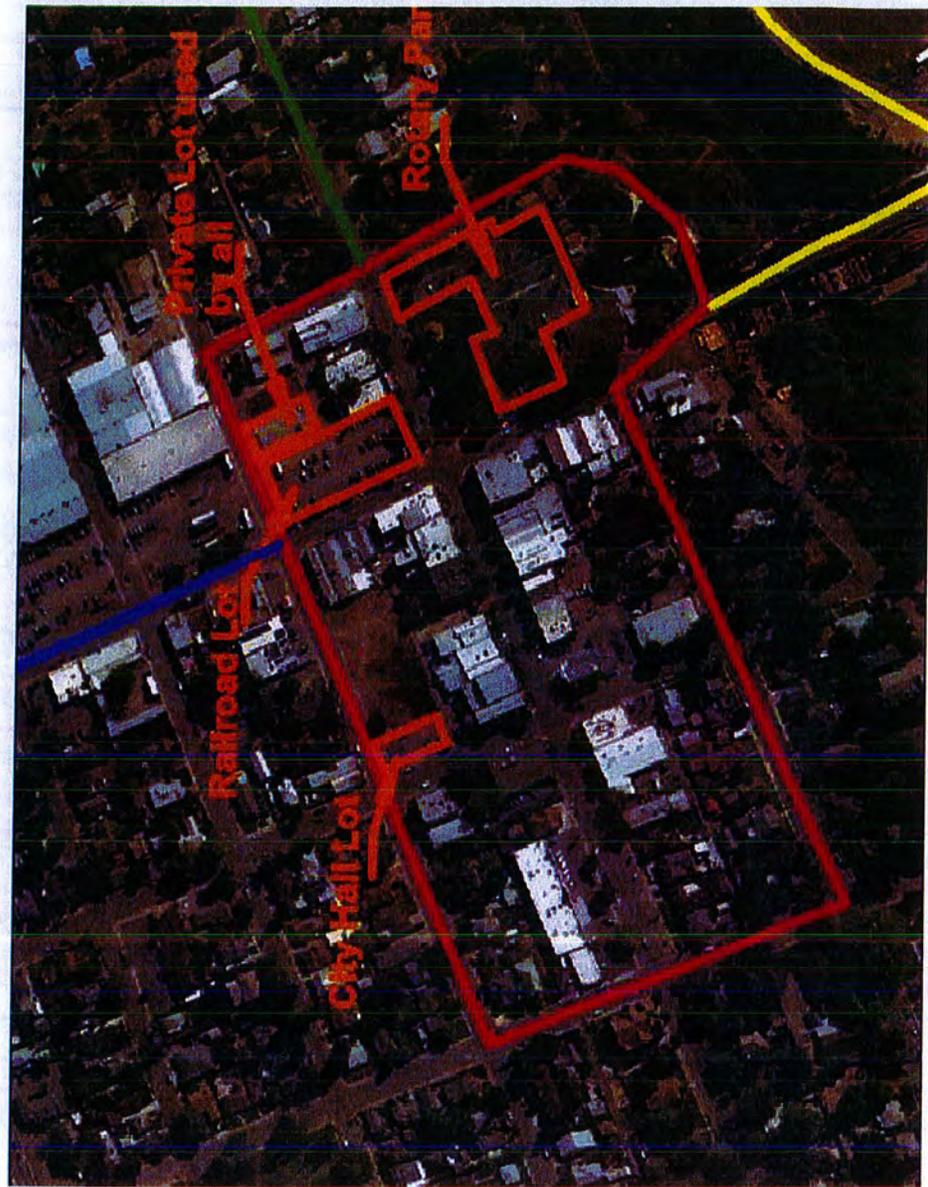
Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016

- Create an additional entrance to the Rotary Park lot
- Investigate valet parking solutions

Attachment 2 – Delineation of the Downtown Area



Attachment 3 – Parking Lot Inventory



City of Winters
Parking Consultant Services

April 18, 2016

Kimley»Horn

April 15, 2016

Mr. John Donlevy
Parking Services Division Manager
City of Winters
318 First Street
Winters, CA 95694

RE: Proposal – Parking Consultant Services

Dear Mr. Donlevy and Members of the Selection Panel:

It is our pleasure to submit this proposal to the City of Winters for a Parking Consultant Services. We are excited to help you and the other community leaders bridge the gap between today's parking needs and the future vision for your Downtown. **We understand the need to provide adequate, accessible, and convenient parking for the businesses and visitors of your community.** We also understand how important the perception of parking is to the economic vitality of your businesses and community as a whole. The coming new economic development in and around downtown Winters will add further complexity to the downtown transportation system, which reinforces the need to develop a comprehensive understanding of existing and future parking needs and to identify strategic plans to efficiently develop and manage parking resources optimally within the Downtown. We are excited about our proposal and our project approach are focused on helping you find innovative strategies, solutions, and recommendations to make the parking and wayfinding system in Downtown Winters sustainable, successful, and a tool for future development.

The Kimley-Horn Team focuses on solutions you can implement and which fit the context of your community, including:

- **Strategic Approach to Parking** – Kimley-Horn looks beyond the typical parking study to help communities understand that parking solutions are not as cut and dried as supply versus demand. Our strategic approach to parking includes a “top down” review that evaluates every facet of the parking program – from management organization to enforcement to pricing strategies to strategic growth practices and policies. We provide solutions that benefit not only the parking system, but also the community at large.
- **Local Presence and National Expertise** – The Kimley-Horn team provides you a unique mixture of local experience and national expertise, providing you an unparalleled team that can serve your every need. Our Bay Area offices in Oakland, Pleasanton and San Jose are located nearby and we have worked extensively and successfully for many years on similar projects. We are available to meet on short notice and will work diligently to provide you with an enhanced level of responsiveness. It is this combination of a trusted, local partner and specialized parking and wayfinding expertise that will help us push the project forward to meet the City's desired schedule.
- **Holistic Project Team** – The Kimley-Horn project team brings a well-rounded, full-service approach to your parking and wayfinding issues. Local staff, led by Project Manager, **Frederik Venter**, can provide exceptional on-call support with an extensive knowledge of parking issues, opportunities and challenges. Our technical lead, Brett Wood, is part of Kimley-Horn's national parking practice, and provides experience that is both regional and national.

As the primary contact for this proposal, please contact Project Manager Frederik Venter, P.E. at (669) 800-4146, or via e-mail at frederik.venter@kimley-horn.com, if you have questions or need any further information. As an authorized representative of Kimley-Horn, I have authority to bind the firm to the terms of this proposal. Thank you for the opportunity to present our proposal.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Frederik Venter, P.E.*
Project Manager

*Frederik is authorized to bind Kimley-Horn to the terms of this and future proposals.

1. General Qualifications

Kimley-Horn Firm Overview

Kimley-Horn and Associates, Inc. has a long and very successful history of completing transportation and parking projects. Since a handful of engineers founded Kimley-Horn in 1967, we've specialized in transportation while growing to a full-service, multidisciplinary engineering consulting firm with more than 2,300 employees in 73 offices nationwide. Local offices are located in Sacramento, Oakland, Pleasanton, and San Jose.

Parking Analysis Qualifications

Kimley-Horn's parking expertise and experience is renowned throughout the U.S.—ranging from planning to design, and everything in between. We have experts in the fields of strategic planning, supply/demand analyses, demand management, revenue control, parking pricing, program management, structural design, context-sensitive design, traffic circulation, wayfinding, intelligent parking systems, intercept surveys, and more. Our client base includes municipalities, universities, medical campuses, and private development.

Clients from coast to coast rely on us for realistic and creative parking solutions. We identify and prioritize an optimal mix of facility development and parking management strategies; build consensus for cost-effective solutions; and make sure rates, regulations, and ordinances reflect new land uses, support business development, and protect neighborhoods.

Our parking specialists are part of a team of engineers and planners that addresses the full range of land use and transportation issues. We tailor solutions that cost-effectively meet your needs today while laying groundwork for any anticipated growth.

Parking Management Planning

The world of parking is changing and Kimley-Horn is adapting to help you meet new challenges. Kimley-Horn has assembled an outstanding team of parking professionals with broad-based experience, enabling us to provide you with comprehensive parking solutions. We're ready to help you take your parking program to the next level. Whether your needs involve strategic planning, sustainable design solutions, new technology, or routine facility maintenance—we can help you.

Parking Design

Kimley-Horn offers broad-based expertise in all aspects of parking facility projects. Moreover, our parking professionals work day in and day out with our in-house urban planners, traffic and civil engineers, and landscape architects. Together, we help you focus on the big picture—i.e., how your project will fit in the context of the overall community. Kimley-Horn's goal is to meet your parking capacity needs and design a facility that patrons will be comfortable visiting again and again. Our comprehensive design solutions raise your project to the next level of patron satisfaction.

Relevant Projects

Lower Pacific Avenue Parking Study, Santa Cruz, CA – Kimley-Horn worked with the City of Santa Cruz Redevelopment Agency to evaluate parking needs for the Lower Pacific Avenue Area. The Lower Pacific Avenue area sits between the burgeoning downtown and the ever-popular wharf and is on the cusp of a redevelopment period that will link these two assets and create an extended downtown area for the Santa Cruz community. In anticipation of this expansion and redevelopment, the City proactively evaluated parking solutions to help manage demand and plan for a successful and sustainable future. Kimley-Horn provided stakeholder outreach and developed shared parking management strategies, facility feasibility evaluation, a unique parking demand model that predicts parking needs, and a collection of parking management and operations strategies intended to help the City grow over the next 30 years.

Civic Center Parking Study, Marin, CA – Kimley-Horn prepared the Marin County Civic Center Parking Management Plan which evaluated and recommended ways to better manage, refine, and optimize the current and future multi-functional operations of the Civic Center's parking facilities. The plan included recommendations for near-term operational and capital improvements, as well as a long-term analysis of parking supply and demand intended to address the Civic Center's expansion and changing functions. The Civic Center is a complex and multi-faceted facility. It serves most of the County's governmental, administrative, and legal functions, houses nearly 1,100 employees, and serves hundreds of visitors each day. Additionally, the Civic Center is considered

to be the cultural heart of Marin County featuring performing arts theaters, exhibition space, and the County's fairgrounds. Twice a week a Farmers Market attracts visitors to the Civic Center. The Parking Management Plan included an analysis of parking charges, how it would shift to alternative modes and help fund the County's Green Commute Program, capital costs associated with implementing parking charges, and a fiscal summary of annual revenues and expenses.

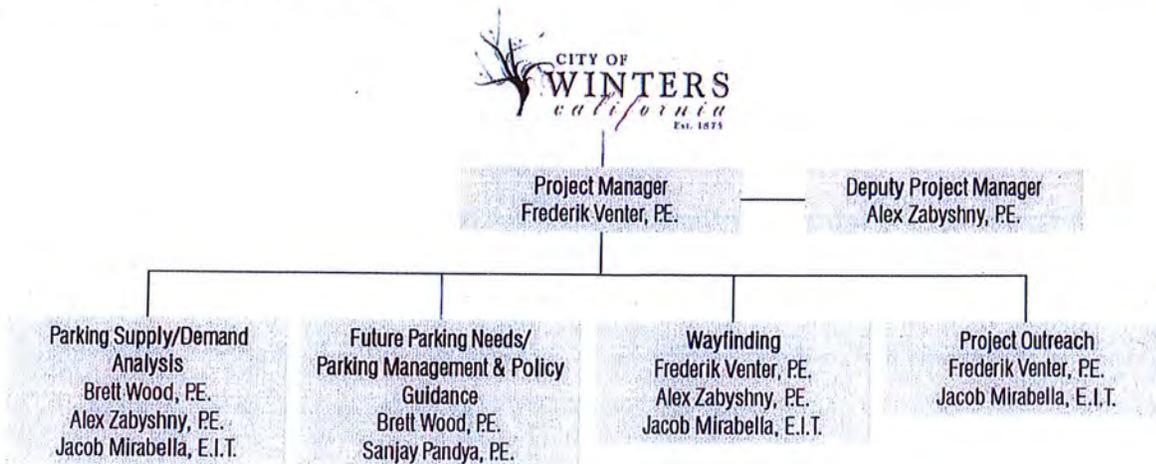
Boulder Access Management and Parking Study, Boulder, CO – The City of Boulder Parking Services Department engaged the Kimley-Horn team to evaluate the parking and transportation system within the City of Boulder and help define a new approach to parking management. This new parking management approach focuses on accessibility, promotes alternative transportation, and enhances a pedestrian-oriented community experience. The Kimley-Horn team is helping define new practices and policies related to Transportation Demand Management (TDM), communication, signage, vehicular demand reduction, and overall parking management strategies.

Tempe Downtown Parking Strategic Plan, Tempe, AZ – To create a strategic parking plan for Tempe's downtown area, Kimley-Horn identified potential sites for a future parking structure, investigated long-term plans for addressing the need for bigger and/or more loading zones, reviewed current on-street and off-street parking technology, evaluated ways to create more user-friendly streets that accommodate the needs of all users, and examined ways to maximize shared-parking arrangements. Through this project, Kimley-Horn recommended draft parking standards and provided a Park+® modeling approach that allows users to evaluate new development proposals as they impact the overall parking supply.

San Jose Parking Guidance System, San Jose, CA – Kimley-Horn teamed with DKS Associates to prepare a feasibility study to implement a parking guidance system in downtown San Jose. Through the use of changeable message signs, the real-time system would inform motorists of available parking and guide them to parking garages and lots. The study identified an overall signing plan, evaluated system technologies, communications, and costs for system implementation. At the conclusion of the study, the City requested that Kimley-Horn prepare the PS&E for the system.

2. Key Staff

The organization chart below shows our team structure and defines relationships among disciplines and tasks. Resumes for key project team members are provided in Appendix A.



3. Project Approach and Methodology

The parking industry—from the driver demand and agency supply perspective—is undergoing a paradigm shift in parking management, requirements, standards, dynamic demand, and use. Higher parking occupancy, especially including motorized and non-motorized modes of mobility, and better shared use of parking spaces during all hours of the day, sustains our infrastructure and our daily living conditions. The days of wide open blacktop fields of parking spaces are gone. Maintaining parking occupancy between 75% and 85% is a sign of a great investment in parking, a thriving community, and happy customers.

Task 1: Review of Existing Parking Conditions

At the outset of this task, the Kimley-Horn team will review existing data sources, including recent parking assessments, as well as collect supplemental data, if needed, to understand the true use and behavior characteristics of parking within the Winters downtown area. In terms of specific data collection, our team intends to review/collect the following information:

- Inventory and space allocation – including number of space that are within each parking facility and any specific designations for shared or private parking.
- Utilization – including peak and non-peak utilization patterns within each facility. This utilization will also include residential street networks to define spillover parking impacts.
- Turnover and duration data – including length of stay, especially related to demands that may be attributed to commercial employment.
- Ownership and Parking Restrictions - the Kimley-Horn team will document parking characteristics of each parking facility within the downtown study area.
- Inventory of existing parking, bicycle and pedestrian wayfinding
- Identification of existing wayfinding deficiencies and service gaps
- Recommended placement and content for improved vehicular/parking, bicycle and pedestrian wayfinding

An inviting, safe, and well-connected pedestrian network is the backbone to a vibrant, walkable downtown environment. Kimley-Horn will review the existing pedestrian environment, particularly with respect to pedestrian connectivity to key public parking facilities. Kimley-Horn will coordinate with City staff to identify currently planned pedestrian improvement projects. As appropriate, additional pedestrian-related improvement recommendations will be provided to enhance pedestrian safety, connectivity, and wayfinding.

Task 2: Map Existing Parking Supply

All parking data collected in the previous task will be tabulated to provide the City a database of parking information related to the existing parking system. The database will be used to map existing parking supply, including the following information:

- Parking inventory
- Parking ownership
- Restricted parking relationships
- Parking demands by user type

The location of ADA parking spaces will also be important.

Task 3: Survey Existing Users

To understand parking demand and plan for successful parking needs for customers, it is very important to not only collect data in the field, but also communicate with customers. This can be done through online surveys and an intercept survey. Intercept surveys, if well designed, can provide items that relate to customer satisfaction, sensitivities to changes, i.e. pricing, perceptions, and satisfaction. Survey Monkey is the quickest and most cost effective online tool and can provide supplemental data and the actual intercept survey. Intercept surveys would be completed by the interviewer, not the interviewee. They should not take more than 2 minutes to complete. An intercept survey will be done in person over a period to capture parking demand from users and vary between mornings, midday and evenings: workers, residents, shoppers/diners, merchants, deliveries, employers, transit riders and drivers (on the vehicle/at the stop). This task will ultimately develop a parking user preference profile by user group. The preferences will then be matched to parking supply and demand, Travel Demand Management, pricing, requirements, parking management, wayfinding, travel mode, and the development of an implementation strategy. The survey must be designed and executed to capture all parking users and may include weekend parking preferences.

Task 4: Evaluate Future Parking Demand

For the projection of future parking demand, Kimley-Horn will review parking data collected within the study area and provided estimates based on the experience.

Task 5: Financing Options

Based on current data and knowledge of future levels of development, Kimley-Horn will make a professional assessment of the City of Winters current standards and recommend potential changes, focusing on existing parking needs and/or future development

patterns. Based on issues, analysis, and future development estimates, Kimley-Horn will evaluate and prepare recommendations that may include the following:

- Revenue control equipment – Kimley-Horn will provide recommendations for on- and off-street parking revenue control equipment.
- Shared parking arrangements – We will provide recommendations and strategies based on conversations with local stakeholders during the project work session. Ultimately, these types of arrangements will depend on the willingness of the local development community to partner with the City.
- Financing alternatives – Through discussions with stakeholders and City staff at the work session, our team will develop financing strategies for the study area and projected parking needs. Strategies to be considered include payment in lieu of parking, parking pricing, commuter financial incentives, bundling versus unbundling parking, parking taxes, etc.
- Management/pricing strategies – Kimley-Horn will assist the City in determining the most effective management strategies for proposed new facilities, including general operation, revenue control, security, etc.

Task 6: Draft and Final Report

The Kimley-Horn team will develop a Downtown Parking/Wayfinding Study Draft Final Report for the Committee and City to review. The document will consolidate the work completed as part of the project. We will address and respond to one round of consolidated comments on the Draft Final Report from the Committee and the City staff. Up to four hard copies and a PDF of the Final Report will be provided to the City and the findings of the study will be presented to the City Council. *Deliverables:* Draft and Final Reports

Task 7: Project Outreach

One of the major ingredients for a successful parking study is proactive community involvement. Whether at the one-on-one stakeholder level or the community at-large, outreach and interaction provide a necessary baseline for understanding a community's needs and developing community specific improvements. With this in mind, Kimley-Horn will develop a community outreach and participation program to inform, gather input, and communicate strategies and recommendations to the public, agency staff, and other stakeholders. Our proposed workshop formats include open forum (discussion and education series), interactive (group exercises and discussion), and informational (drop-in with maps and schematics of recommendations). We anticipate one Scoping meeting with City staff and the Committee to discuss the project process, scope, schedule, and personnel identification. In total, the Kimley-Horn team will work with the Committee and City staff to facilitate two public/community meetings, two Committee/City staff meetings, and a final presentation of the study findings and recommendations to the City Council. *Deliverables:* Two (2) Community/Public Meetings; up to two (2) Committee/City staff meetings; *Presentation to City Council*

4. References

Our clients know that with Kimley-Horn they experience better. How do we know this? They consistently tell us we deliver remarkable results and we're really good people to work with—and we live for that. In addition to reading the ways in which we've served our clients below, we invite you to contact them personally regarding our work history and quality of service.

Downtown Specific Plan, Napa, CA

Client Contact: Jennifer LaLiberte, Economic Development Manager, City of Napa

Time Period for the Project: March 2009 – May 2012

Scope of Services Performed: Kimley-Horn was part of an inter-disciplinary team that prepared a Specific Plan for Downtown Napa that responded to community concerns that downtown lacks an identity and requires modernization to serve the needs of residents and to keep pace with Napa County's world-class wine-making region. A resurgence of high quality mixed-use development along the Napa River draws visitors and business away from the traditional downtown core. The transportation element of the Specific Plan aimed to create a cohesive Downtown where historic and new areas are equally attractive to visitors. Kimley-Horn prepared a detailed study of existing and future on-street and off-street parking supply and demand within the downtown. Based on this analysis, policy recommendations were provided to establish appropriate parking requirements within the downtown, encourage shared parking in mixed-use blocks, promote and enforce the short-term use of on-

1600 First Street, P.O. Box 660 Napa, CA 94559 Phone: (707) 257-9502
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street parking in the downtown core for retail shoppers, protect adjacent neighborhoods from spillover parking, and ensure that appropriate strategies are in place to fund construction, operations and maintenance of the existing and future parking system.

420 Capitola Ave
 Capitola, CA 95010
 (831) 475-7300

Downtown and Village Parking and Circulation Study, Capitola, CA

Client Contact: Steve Jesberg, Public Works Director,
 Time Period for the Project: 2007-2000, 2010-2012, Current

Scope of Services Performed: The City of Capitola faced challenges in providing parking spaces per their requirements to accommodate redevelopment of the Village area and maintain parking supply per the Local Coastal Plan. The project included an intercept survey to determine visit purposes, length of stays, and probabilities of using remote parking. Seasonal demand from 500 daily beachgoers, proposed new hotel development, redevelopment of residential, commercial and office mixed use, and the intercept survey were used to develop a customized shared parking model for the Village area. The parking model was used to plan a future parking garage, the interim development of a second surface parking lot and the installation of SMART parking meters, a summer shuttle service for remote parking, and wayfinding. Since installation of the SMART meters, parking revenue has increased by 20% and the City is currently developing a parking pricing strategy for seasonal demand. The project also included alternatives for traffic circulation and parking layout alternatives.

3. Schedule

We anticipate the project to be completed within six to seven months, with the last month utilized mainly for City approval process. Each deliverable would include a two-week review by City staff and a turnaround time of one week for response to comments.

Task	2016						
	May	June	July	August	September	October	November
1 Review Existing Parking Conditions	■	■	■				
2 Map Existing Parking Supply		■	■				
3 Survey Existing Users		■	■				
4 Evaluate Future Parking Demand			■	■			
5 Financing Options			■	■			
6 Draft and Final Report				■	■	■	■
7 Project Meetings and Outreach	■	■	■	■	■	■	■
Project Kick-Off Meeting	◆						
Community/Stakeholder Workshops (up to 2)		◆			◆		
Committee/City Staff		◆			◆		
Presentation to Planning Commission/City Council							◆ ◆

◆ Meeting
 ■ Consultant Team Effort
 ■ City/Stakeholder Review

3. Rates

Effective July 1, 2015 through June 30, 2016

ANALYST	\$120.00 - \$160.00
PROFESSIONAL	\$150.00 - \$220.00
SENIOR PROFESSIONAL	\$210.00 - \$265.00
PRINCIPAL	\$250.00 - \$310.00
DESIGNER	\$120.00 - \$180.00
TECHNICIAN/CADD OPERATOR	\$85.00 - \$135.00
SUPPORT STAFF	\$85.00 - \$135.00

Note: Billing Rates are reviewed yearly and are adjusted effective July 1 each year based upon market conditions

**Winters Downtown Parking Study - Project Budget
Cost Estimate**

Task	KIMLEY-HORN						Project Support	Admin	KHA Total Hours	KHA Task Labor Total
	Project Manager /Principal	Senior Professional	Professional	Professional I	Analyst II					
Task 1 - Review of Existing Parking Conditions	3		3	2	6			14	\$ 2,625	
Parking Inventory, Demand & Turnover Surveys	2		2		4			8	\$ 1,530	
Review of Parking Ownership, Regulations and Restrictions	1		1	2	2			6	\$ 1,095	
Task 2 - Map Existing Parking Supply	1		2		16			19	\$ 2,855	
Parking System Mapping	1		2		16			19	\$ 2,855	
Task 3 - Survey Existing Users	4		4		32			40	\$ 6,300	
Development of Survey Content and Delivery Methods	2		2		16			20	\$ 3,150	
Survey Data Collection and Summary of Findings	2		2		16			20	\$ 3,150	
Task 4 - Evaluate Future Parking Demand	1		2		16			19	\$ 2,855	
Develop Future Parking Demand Estimates	1		2		16			19	\$ 2,855	
Task 5 - Financing Options	2		4	14	8			28	\$ 4,780	
Review of Existing Regulations	1		2	8	4			15	\$ 2,555	
Develop Parking Policy Recommendations	1		2	6	4			13	\$ 2,225	
Task 6 - Draft and Final Report	6	2	8		4			19	\$ 4,075	
Draft Downtown Parking Study Report	4	1	4		2			11	\$ 2,480	
Final Downtown Parking Study Report	1	1	4		2			8	\$ 1,595	
Task 7 - Project Outreach	18		22		38			78	\$ 14,840	
Kick-Off Meeting	6		10		10			26	\$ 5,120	
Public/Community Outreach Meetings (up to 2)	6		6		14			26	\$ 4,860	
City Board/Commission/Council Meetings (up to 2)	6		6		14			26	\$ 4,860	
Task X - Project Management	2		2			2	2	8	\$ 1,410	
Project Coordination and Administration	2		2			2	2	8	\$ 1,410	
Total Hours	38	2	47	16	120	2	2	225		
Total Labor Costs	\$ 10,620	\$ 460	\$ 9,400	\$ 2,640	\$ 16,200	\$ 240	\$ 180		\$ 39,740	
Other Direct Costs¹								Mileage/Tolls	\$ 1,000	
								Reimbursable Expenses	\$ 400	
TOTAL COST²									\$ 41,140	

Notes:

¹ "Other Direct Costs" include travel costs, mileage, reproduction, etc.

² No data collection costs are assumed in this estimate. If the review of the existing data determines the need for additional data collection, recommendations will be provided to the Committee.



Frederik Venter, P.E.

Project Manager

Frederik has 24 years of experience as a transportation planner, civil engineer, and traffic engineer. He has been involved in several major transportation and traffic engineering studies throughout the United States and has been performing transportation planning and traffic engineering services in Northern California for 12 years. Frederik also has extensive experience in the development of multimodal greenway transportation infrastructure needs, parking requirements and land use planning, urban design, socio-economic and transportation integration for the long term based on future development of small and major projects. Additionally, he has an excellent understanding of how an infrastructure project is defined and mitigated through the CEQA process.

Frederik has also managed transportation planning survey studies, including comprehensive origin/destination surveys and parking survey demand, mitigation proposals, pedestrian and bike facility planning, and roadway concept design. Frederik performs strategic planning of roads-related infrastructure remaining cognizant of applicable Caltrans and local standards, fiscal and socio-economic constraints, and community needs. His experience also includes traffic calming projects, neighborhood parking management programs, campus parking demand and supply studies, parking management techniques, and more lately, how smart parking strategies can be used to eliminate unnecessary parking supply through techniques like shared parking, parking maximums, parking pricing, the establishment of parking funding mechanisms including SMART parking meters.

Professional Credentials

- Master of Science, Urban Engineering, University of Pretoria
- Bachelor of Science, Civil Engineering, University of Pretoria
- Bachelor of Science, Transportation Engineering, University of Pretoria
- Professional Engineer in California
- American Public Works Association (APWA), Member
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

Lower Pacific Parking Study, Santa Cruz, CA – Project Manager. Kimley-Horn worked with the City of Santa Cruz Redevelopment Agency to evaluate parking needs for the Lower Pacific Avenue Area. The Lower Pacific Avenue area sits between the burgeoning downtown and the ever-popular wharf and beach area and is on the cusp of a redevelopment period that will link these two assets and create an extended downtown area for the Santa Cruz community. In anticipation of this expansion and redevelopment, the City proactively evaluated parking solutions to help manage demand and plan for a successful and sustainable future. Kimley-Horn provided stakeholder outreach and developed shared parking management strategies, facility feasibility evaluation, a unique parking demand model that predicts parking needs and a collection of parking management and operations strategies intended to help the City grow over the next 30 years.

Salinas Valley Memorial Hospital Parking Occupancy and Management, Salinas, CA – Project Manager. The Salinas Valley Memorial Hospital and surrounding Medical Office Business and residential neighborhood was severely retained and impacted due to insufficient parking supply at the hospital. Frederik and his team developed parking management strategies for the community, resolved parking concerns for all the stakeholders and were involved in extensive outreach with the stakeholders, including residents, hospital staff, unions, the City of Salinas, doctors' offices and the various boards, attorneys and contractors to develop a parking management that included optimized parking provided on-site management, off-site parking supply, a parking management program for the neighborhood and implementation of a shuttle service. Since implementation of the program in 2009, the City of Salinas has not had any complaints from neighbors, whereas, it was the "hot spot" of complaints before the project was implemented.

Downtown and Village Parking and Circulation Study, Capitola, CA – Project Manager. The City of Capitola faced challenges in providing parking spaces to accommodate redevelopment of the Village area and maintain parking supply per the City's Local Coastal Plan. The project included an intercept survey to determine visit purposes, length of stays, and probabilities of using remote parking. Seasonal demand from 500 daily beachgoers, proposed new hotel development, redevelopment of residential, commercial and office mixed use, and the intercept survey was used to develop a customized shared parking model for the Village area. The parking model was used to plan a future parking garage, the interim development of a second surface parking lot and the installation of SMART parking meters and wayfinding, and a summer shuttle service for remote parking and wayfinding. Since installation of the SMART meters, parking revenue has increased by 20% and the City is currently developing a parking pricing strategy for seasonal demand. The project also included alternatives for traffic circulation and parking layout alternatives.

San Antonio and El Camino Real Precise Plan, Mountain View, CA – Task Leader. Mountain View divides its city into Precise Plan Areas—small area regulatory plans that allow for unique, context-sensitive development requirements. Precise Plans include development standards and guidelines for land use, urban design, parking, multimodal transportation, and infrastructure. The Precise Plans are funded in part by Priority Development Area (PDA) grants from the Metropolitan Transportation Commission (MTC). The MTC—a regional planning organization for roads and transit in the San Francisco Bay Area—supports PDAs, which are expected to absorb most of the area's population and job growth. Both new plan areas are transit-oriented; San Antonio encompasses a Caltrain commuter rail station, and El Camino Real contains a significant bus transit corridor planned for Bus Rapid Transit. Kimley-Horn teamed with a planning firm on the preparation of the transportation and infrastructure elements for both plans.

Middlebury Institute of International Studies (MIIS) Master Plan Parking Analysis, Monterey, CA – Project Manager. The MIIS is located on the periphery of Downtown Monterey. The Institute is updating their Master Plan, which includes an increase in student and faculty population, and a decrease in on-site parking supply—a very unlikely scenario based on typical parking requirement studies. The study included an online survey for students and faculty. The data from this survey was transferred into GIS and overlaid with bicycle and transit routes and origins of students and faculty. The project will mitigate its increased parking demand by entering into shared parking agreements with private and public entities, with parking facilities within one half mile from the campus. It will also introduce a "no parking permit" policy for students that live within 1.5 miles from the campus. In addition, transit passes, carpool incentives, carpool, hybrid, EV parking, and additional bicycle lockers and racks will be provided.

Additional Parking Projects

- City of Salinas Downtown Parking Garage Study, Salinas CA
- City of Salinas Downtown Vibrancy Plan, Salinas CA
- Beach and Boardwalk Area Parking Study- La Bahia Resort, Santa Cruz CA



Brett Wood, P.E. (AZ), CAPP

Parking Supply/Demand Analysis, Future Parking Needs/Parking Management and Policy Guidance

Brett has extensive experience in parking demand and management analysis, including supply and demand evaluations, parking operations management, and strategic parking planning for downtown areas, larger communities, universities, and medical campuses. Brett led the development of a unique software application, Park+®, which helps municipalities monitor changes to parking demand based on development intensity, transportation mode choices, and zoning changes. Over the past three years, Brett has implemented variations of this platform in more than 25 municipalities, universities, and medical campuses throughout the country.

Professional Credentials

- Master of Science, Civil Engineering, University of Alabama
- Bachelor of Science, Civil Engineering, University of Alabama
- Professional Engineer in Arizona and North Carolina
- Certified Administrator of Public Parking
- International Parking Institute – Advisory Council
- Southwest Parking Association, Immediate Past President

Relevant Experience

SANDAG Parking Management Toolbox, San Diego, CA – Project Manager. Kimley-Horn was selected by San Diego Association of Governments (SANDAG) to develop a Parking Management Toolbox. The intent of this Toolbox was to define parking management strategies for various typologies that can be found in the greater San Diego region (e.g. metropolitan centers, universities, coastal communities, ports, military bases, transit stations, etc.). Additionally, the Toolbox summarized potential benefits, challenges, and expected results of each strategy. As part of the process for this project, Kimley-Horn conducted extensive research and case studies of communities and agencies across the country that have a variety of parking issues and are employing unique management solutions to reach a multitude of community goals. The Toolbox will ultimately be translated to a web-based version which is accessible and easy to use by all SANDAG agencies.

Downtown Parking Strategic Plan, Tempe, AZ – Project Manager. To create a strategic parking plan for Tempe's downtown area, Kimley-Horn identified potential sites for a future parking structure, investigated long-term plans for addressing the need for bigger and/or more loading zones, reviewed current on-street and off-street parking technology, evaluated ways to create more user-friendly streets that accommodate the needs of all users, and examined ways to maximize shared-parking arrangements. Through this project, Kimley-Horn recommended draft parking standards and provided a Park+® modeling approach that allows users to evaluate new development proposals as they impact the overall parking supply.

Kimley-Horn's approach to this project included a robust set of parking and transportation planning tools intended to help the City of Tempe better understand its parking and transportation issues within the community, including mini-charrettes and stakeholder outreach to help define recommendations that fit the context of the community. The centerpiece of our approach was the unique and innovative Park+® model, which is Kimley-Horn's proprietary parking demand modeling platform.

Park+® Model, Beverly Hills, CA – Project Manager. Kimley-Horn is working with the City of Beverly Hills to develop a Park+® scenario planning model for the commercial components of its community, including the Triangle, Wilshire Boulevard, and Robertson Avenue areas. The model development included data collection, GIS database development, public outreach, presentations to planning and transportation commissions, and the development of the core Park+® model. New components of the Park+® model developed uniquely for Beverly Hills included a pricing module, enhanced user interface, and enhanced demand latency calculations.

**Brett Wood, P.E. (AZ), CAPP,
Continued**

Arizona State University and Tempe Park+® Model, Phoenix, AZ – Project Manager. Kimley-Horn is working with Arizona State University to develop a Park+® scenario planning tool for its downtown Tempe, AZ campus. The model will be the first Park+® tool to evaluate the municipal and university realms together, as it includes both the campus uses and the downtown Tempe uses. The model development includes data collection, GIS database development, presentations to administration, and the development of the core Park+® model. New components of the Park+® model developed uniquely for ASU included a financial evaluations, enhanced reporting, and output features to provide data from the Park+® model to the campus mobile website application.

Central Atlanta Progress, Downtown Parking Assessment, Atlanta, GA – Project Manager. Kimley-Horn worked with CAP to define a Downtown Atlanta parking management strategy that focuses on creating a more customer friendly and usable parking system. The core of the study was the framework development of a Downtown Parking Collaborative that will help create a public parking system from private parking assets. The framework included working with private parking operators to define criteria for inclusion in the Collaborative, a new branding and marketing strategy, and communication elements to help direct motorists towards public parking assets. The study also included defining pilot studies for CAP to implement after the study was completed to test the effectiveness of the proposed solutions iteratively. As part of the study, Kimley-Horn conducted extensive stakeholder outreach with downtown parking operators and stakeholders.

On-Street Parking Study, Phoenix, AZ – Project Manager. Brett led all aspects of an on-street parking technology acquisition and implementation plan for the City of Phoenix, including rate and management policies to support downtown growth. Brett and his staff guided policy-level decision making through significant technical research, analysis, and community outreach support. The project included the development of a comprehensive white paper on on-street parking technologies and a national peer-city assessment and a local merchant survey.

Parking and Mobility Enterprise System Business Plan, Aurora, CO – Project Manager. Kimley-Horn developed and implemented a business plan for a new Parking and Mobility Enterprise System. The program is being implemented in response to the new Aurora line within the RTD light rail line that serves the Denver metro area. The work being completed by Kimley-Horn includes the development of the business plan for the endeavor, including operations, enforcement, branding, wayfinding, marketing, technology, and specific station area policies. As part of the work, Kimley-Horn is developing its proprietary Park+® modeling platform, which will be used at each of the station areas to define parking management needs and future parking conditions.

Lower Pacific Parking Study, Santa Cruz, CA – Project Manager. Kimley-Horn worked with the City of Santa Cruz Redevelopment Agency to evaluate parking needs for the Lower Pacific Avenue Area. The Lower Pacific Avenue area sits between the burgeoning downtown and the ever-popular wharf and beach area and is on the cusp of a redevelopment period that will link these two assets and create an extended downtown area for the Santa Cruz community. In anticipation of this expansion and redevelopment, the City proactively evaluated parking solutions to help manage demand and plan for a successful and sustainable future. Kimley-Horn provided stakeholder outreach and developed shared parking management strategies, facility feasibility evaluation, a unique parking demand model that predicts parking needs and a collection of parking management and operations strategies intended to help the City grow over the next 30 years.



Professional Credentials

- Master and Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign
- Registered Professional Engineer in CA, IL, MA, and WA
- Registered Structural Engineer in IL

Sanjay Pandya, P.E.

Senior Project Manager/Parking Structure Planning & Design

Sanjay has 27 years of project management and structural engineering experience. For more than 16 years, Sanjay has been involved in the planning and design of new parking facilities. He has led teams in the design of new parking structures for a variety of clients including municipalities, private developers, hospitals, and universities. Sanjay has also directed numerous parking consulting projects including parking supply/demand, parking structure site feasibility studies, and parking structure functional design development.

Relevant Experience

Mid-Coast Corridor Transit Project, San Diego, CA – Sanjay is providing parking functional and structural design services for a 650-space park-n-ride parking structure serving the planned Nobel Drive Trolley Station along the Mid-Coast Corridor. This transit project will expand transportation capacity in the corridor to accommodate existing and future travel demand. The Mid-Coast Corridor Transit Project is a regional high-priority project which will extend light rail transit service approximately 11 miles from the Old Town Transit Center north to the University City community, serving major destinations including Westfield University Towne Centre shopping mall, University of California, San Diego and downtown San Diego. Eight transit stations and more than three miles of aerial structure are included as part of the locally preferred alternative. The current project development phase includes preliminary engineering and preparation of a Draft and Final Supplemental EIS/Subsequent EIR. Construction completion is expected by 2017 with an estimated project cost of \$1.7 billion.

Colorado State University Parking and Transportation Study, Fort Collins, CO – Sanjay provided parking functional and structural design expertise to Colorado State University in preparing a schematic prototype for a parking structure that can be utilized on three different sites. An efficient parking layout and economical structural design provides a minimum of 1,200 spaces within a footprint of approximately 240 ft by 420 ft at grade plus three supported levels of parking. This prototype design is intended to serve as a basis of the design criteria for CSU's design-build RFP. **Design-build project.**

Macerich Broadway Plaza Parking Structure Peer Review, Walnut Creek, CA – Sanjay served as project engineer performing structural evaluation of as-built parking garage floor framing to assess load carrying capability. It was proposed that the two-level garage and parts of the shopping center be replaced by new garage and shopping facilities. The change would increase the number of parking spaces on site to meet City requirements and the floor area of the shopping center would increase by approximately 300,000 square feet.

Westfield Galleria Parking Structure Design and Construction, Roseville, CA – Principal-in-Charge. Sanjay oversaw the parking functional and structural design team involved in design and construction administration of the Westfield Galleria's 1,400-space parking structure with hybrid cast-in-place and precast framing. This parking structure serves patrons of a regional shopping mall and as such the vehicle circulation system design needed to accommodate the heavy peak hour traffic during the holiday shopping season and the parking geometrics and wayfinding design needed to provide for a higher Level of Services (LOS) in order to provide for a positive parking experience for shopping mall patrons. **Design-build project ***

*Sanjay Pandya, P.E.,
Continued*

The Atrium Parking Structure, El Segundo, CA – This was a 1,010-space parking structure project which was part of an office campus development which included two L-shaped, five-story buildings, providing approximately 288,000 square feet of Class A office space. Sanjay served as project manager for parking structure prime design services as a subconsultant to Gensler Architects. The developer is Continental Development Corporation.*

Folsom Railroad Block Multimodal Parking Structure, Folsom, CA – As Principal-in-charge, oversaw the parking functional and structural design team involved in design and construction administration of this four level, 317 space parking structure. This parking structure, located in the historical district of the City of Folsom, is designed to carry on the charm and detail of the surrounding historical buildings. The primary material of the facades is brick with a concrete base, lintels, wall caps, and details to give scale and character to the structure.*

Confidential Corporate Client, Hillsboro, OR – Provided schematic and functional design for this approximately 2,900-space parking structure provides parking for campus employees and general contractors involved in campus construction projects. The client required the parking structure functional design to provide a high LOS to its employees and to accommodate high peak hour volumes without backups within the parking structure, the structure utilizes a double threaded ramp system for high-capacity and efficient traffic flow. Parking levels are six parking bays wide with four of the six bays being flat to provide clear lines of site for efficient, safe, and intuitive circulation and wayfinding. Parking structure is of cast-in-place post-tensioned floor framing with moment frames. **Design-build project ***

SeaTac Consolidated Rental Car Facility, SeaTac, WA – Sanjay served as Assistant Project Manager for Design Concept Validation of a 2.1 million-square-foot structure consolidated rental car facility serving SeaTac International Airport. This consolidated rental car facility can accommodate 5,400 vehicles and is capable of processing 12,000-14,000 vehicles on a peak day.*

** Referenced projects performed prior to joining Kimley-Horn and Associates, Inc.*



Alex Zabysny, P.E., T.E.

Deputy Project Manager; Parking Demand Modeling; Implementation and Monitoring

Alex is an experienced transportation engineer and project manager with background in traffic engineering and transportation planning. He has extensive expertise in modeling, simulation, and analysis of multimodal transportation networks. Alex is experienced in traffic signal timing and coordination, including transit priority treatments, site access, and traffic circulation assessments; preparing traffic impact studies and traffic operations analyses; evaluating transportation demand management (TDM) programs; parking demand analyses; and light rail at-grade crossings. He is proficient in utilizing traffic analysis and simulation software, including HCS+T7F, SimTraffic, Synchro, TRAFFIX, and VISSIM.

Professional Credentials

- Master of Science, Civil and Environmental Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, San Jose State University
- Professional Engineer (Traffic) in California
- Professional Engineer (Civil) in California

Relevant Experience

- County of Santa Clara, Planning Office, Stanford General Use Permit Monitoring of Traffic, Stanford, CA
- Oliver's Market, Oliver's Shopping Center Project Transportation Study, Cotati, CA
- Community School of Music and Arts Traffic Impact Study, Mountain View, CA
- Hanover R.S. Limited Partnership, Mountain View Luxury Apartment Development, Mountain View, CA
- Transit Real Estate Development, LLC, Victorville Desert Gateway (Northern Triangle) Specific Plan Transportation Analysis, Victorville, CA
- City of Palo Alto, On-Call Services, Palo Alto, CA
- Community School for Music and Art, Parking Evaluation, Mountain View, CA
- David Powers and Associates, Traffic Impact Analysis – 901 San Antonio Road, Palo Alto, CA
- Impact Sciences, Mountain View R4 Zoning, Mountain View, CA
- Singleton Sports Park Traffic Impact Analysis, San Jose, CA
- French American School of Silicon Valley, Traffic/Parking Study, Sunnyvale, CA
- Channing House, Traffic Impact Analysis, Palo Alto, CA
- EIP Associates, Circulation and Parking Analysis – 274-300 Ferguson Road, Mountain View, CA
- EIP Associates, Traffic Impact Analysis – 505 East Evelyn Avenue, Mountain View, CA
- Stanford Hospital and Shopping Center Expansion Traffic Analysis, Palo Alto, CA
- South Peninsula Hebrew Day School, Traffic Impact Analysis, Sunnyvale, CA
- City of San Jose, San Jose International Airport - Master Plan Traffic Engineering, San Jose, CA
- El Camino Hospital, Traffic Signal Evaluation, Mountain View, CA



Jacob Mirabella, E.I.

Civil Analyst

Jacob Mirabella has more than 4 years of experience with expertise in transportation planning and traffic operations. He is an exceptional problem solver and is able to understand and clearly communicate complex technical and transportation development issues.

He has direct experience building traffic models, determining intersection and roadway segment levels of service, and identifying safety and operational improvement alternatives. He also has extensive experience conducting traffic impact studies for CEQA analysis, developing roadway concepts for Traffic Impact Fee Program calculations, performing signal warrant studies, evaluating sight distance and line of sight requirements, and analyzing traffic operations for traffic impact analyses.

Professional Credentials

- Master of Science, Civil Engineering, University of South Florida
- Bachelor of Science, Civil Engineering, University of South Florida
- Engineer Intern (E.I.), Florida Board of Professional Engineers
- Traffic Signal Field Technician Level 2, International Municipal Signals Association
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

1800 Soquel Avenue Mixed Use Traffic Study, City of Santa Cruz, CA – *Analyst*

Downtown Parking Guidance and Wayfinding System, City of San Raphael, CA – *Analyst*

Enterprise Way Residential/Hotel EIR, City of Scotts Valley, CA – *Analyst*

Santa Cruz Corridors Study, City of Santa Cruz, CA – *Analyst*

Sante Adairius Parking Study, City of Capitola, CA - *Analyst*

Calflats Solar Farm Alternatives Analysis, Monterey County, CA - *Analyst*

Stanford Shopping Center Parking Study, Palo Alto, CA – *Analyst*

Vallco Specific Plan Traffic Impact Analysis, City of Cupertino, CA – *Analyst*

Goodwill Central Coast Traffic Impact Study, City of Scotts Valley, CA – *Analyst*

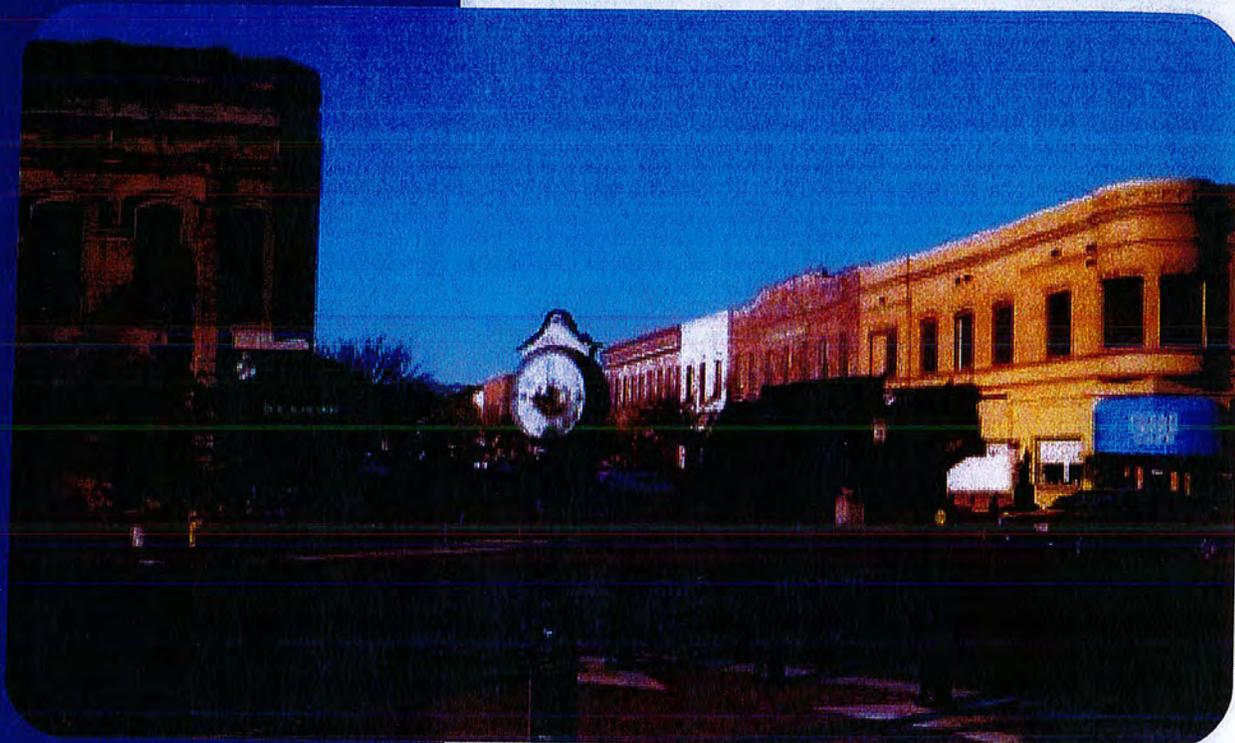
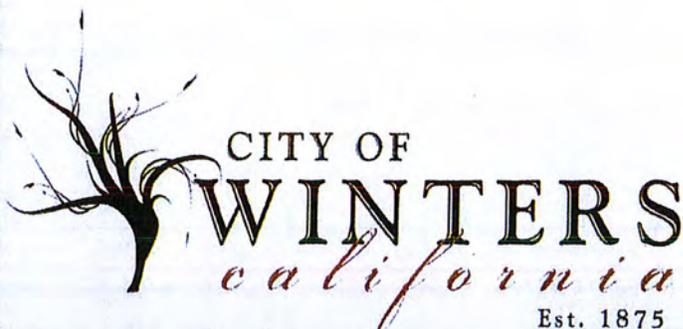
Stringer Traffic Impact Analysis, Tracy, CA – *Analyst*

Warm Springs Last Mile Transit Program Feasibility Study and Conceptual Design, City of Fremont, CA - *Analyst*

REQUEST FOR
PROPOSAL

*Parking
Consultant
Services*

City of Winters, CA



*Submitted
April 18, 2016
by:*



INTEGRITY
PARKING SYSTEMS

Integrity Parking Systems, LLC

9828 East Washington Street

Chagrin Falls, OH 44023

440-543-4123

www.integrityparking.com

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James V. LaRocco, Managing Partner
9828 East Washington Street
Chagrin Falls, OH 44023
440-543-4123
jimlarocco@integrityparking.com

April 18, 2016

City of Winters
Attention: John Donlevy
318 First Street
Winters, CA 95694

Dear Parking Consultant Selection Committee:

***"People don't go downtown to park, but without parking, people don't go downtown."*¹**

With proper planning and execution, parking becomes a vital tool to support downtown economic vitality. Without proper planning or execution, parking becomes a detriment to a downtown development. The data (peak occupancy above 70%) provided by the City and its Parking Commission combined with the realization of new parking generators in the region indicate that parking planning is a prudent step for the City. Working with the City of Winters, its Parking Commission, business owners and residents, Integrity Parking Systems will provide an objective evaluation of current parking assets and future demand prior to making viable recommendations to prepare the Downtown for its future.

The Integrity team is able to provide the expertise so important for this assignment because of its extensive experience in parking planning and operations. Each member of the consulting team has decades of hands-on experience in the parking industry. The Team Leader for this assignment will be John Becka, former executive of a major parking management firm and past President of the California Parking Association. He has worked in California for the past 31 years. Jim LaRocco and Jack Santa, prior to founding Ohio-based Integrity Parking Systems in 2001, were senior parking executives for a national parking management firm. Their ability to examine parking resources, shuttle operations, valet parking, financing options and wayfinding, will greatly assist in this assignment. Chuck Cullen, former Parking Superintendent for the City of Cincinnati and Past Chairman of the Parking Consultants Council, will assist with policy review/creation.

In closing, kindly review our qualifications and experience. Integrity stands ready to work alongside the City to provide it with client-appropriate recommendations to plan its parking future.

Sincerely,

A handwritten signature in black ink that reads 'James V. LaRocco'.

James V. LaRocco
Managing Partner

¹ Chuck Cullen, *Lessons From The Lot*, (2014), p.24

GENERAL QUALIFICATIONS

Integrity Parking System consults, operates, develops, and supports parking and transportation programs. The firm was started in 2001. Our firm is registered with the State of Ohio as a L.L.C. Our headquarters is located at 9828 East Washington Street, Chagrin Falls, OH, 44023. We have Associates in Los Angeles, Cincinnati, Phoenix, Dallas, Kansas City, and others. Jim LaRocco is a Founder and Managing Partner for the company. Jack Santa is the other Partner. We can be reached by calling 440-543-4123, faxing at 440-543-4131, or e-mailing at jimlarocco@integrityparking.com. Our website is www.integrityparking.com.

It is important to remember that Integrity does not work for a client. We always work with a client. Each consultant has worked in the parking business for decades prior to advising others. A few of the government entities we have worked with in recent years include the following.

Village of Chagrin Falls, Ohio

Integrity Parking Systems, LLC has been providing the Village of Chagrin Falls parking advisory services on an on call basis since April of 2010. The scope of services provided has included: (a) Valet parking: We developed a valet parking program to pick up and deliver vehicles. (b) Employee parking: We prepared a plan to implement monthly paid parking to employees of the restaurants and shops thus saving the convenient parking spaces for their invitees; (c) Garage development alternatives: We provided axioms and site recommendations and; (d) enhanced on-street and off-street parking revenue systems were provided.

County of Los Angeles, California

Facing several operational issues, the County engaged Integrity Parking Systems to provide consulting services for its 11,000 spaces in 38 parking lots. We examined ways to enhance the parking experience for the customers. A series of meetings with stakeholders were conducted to collect important input on the operation of the lots. We also examined citation adjudication, signage, enforcement, contract management, parking equipment, and revenue control.

City of Santa Cruz, California

The City owns three parking garages in dire need of replacing their Parking Revenue Access Control Systems (PARCS). We just commenced services to the City. Our scope of services includes: (a) meeting with staff to identify potential requirements of new PARCS equipment and operations; (b) conducting field evaluation to document the current parking operations; (c) compiling/analyzing field evaluation data to generate PARCS alternatives, recommendations, and opinions of probable costs of installation; (d) preparing a written report for each facility with summary of observations, findings, recommendations, capital expense, preventative maintenance agreements and spare part inventories.

Downtown Toledo (Ohio) Parking Authority

With changes taking place in the City's Downtown core, Integrity Parking Systems was hired to work with the Parking Authority to assist in parking planning. Our team evaluated existing policies and procedures; conducted meetings with Downtown stakeholders; conducted an on-street parking utilization study of the core Downtown; examined on-street parking usage for major Downtown event venues; and created viable recommendations to enhance on-street parking assets.

Wilmington (Delaware) Parking Authority

We provided the Authority with a proposed new garage development's financial analysis over a 30-year bonding period. Integrity's due diligence included: on-site visits; stakeholder interviews; analyzed likely area developments that could positively or negatively impact the site; reviewed current and historical data from multiple sources; and established an economic "Parking Area of Influence" surrounding the site. Integrity's findings provided the economic feasibility of five (5) garage build options.

KEY STAFF

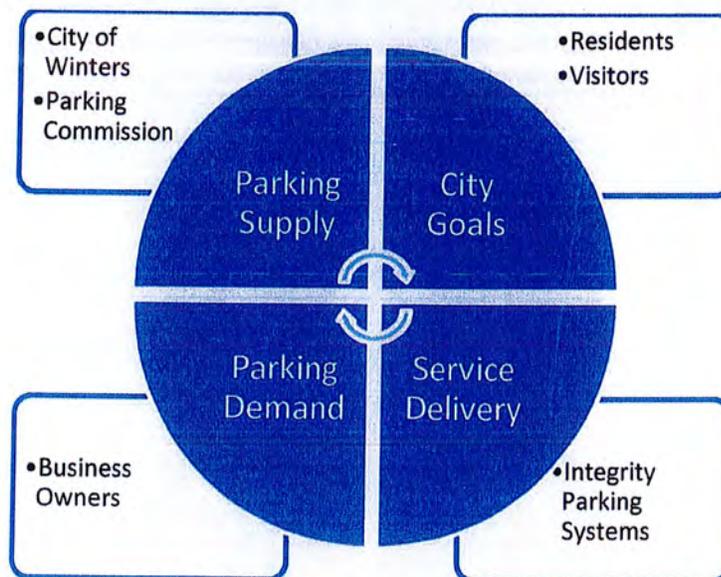
John Becka will serve as Team Leader and will facilitate all meetings and community outreach efforts. John has 45 years of extensive parking experience encompassing operations in all fifty states in front-line, on-site management and executive positions. He excels at parking operations (self-park, valet, shuttle), enforcement, commercial paid parking, and employee parking. He will conduct on-site reviews of parking operations.

Jack Santa has 29 years of continuous service in parking and passenger transportation industries. His focus is with shuttle operations and remote parking facilities. Jack will provide assistance to Mr. Becka.

Jim LaRocco has more than 47 years of experience as a senior executive, specializing in parking, transportation, and consulting management. His career covers all aspects of parking/transportation management and development, including corporate acquisitions; contract negotiations; fee development; construction planning and advising; bond financing; and operations management. Mr. LaRocco will provide document review and assistance in financial considerations.

Chuck Cullen has 42 years+ of service in parking/transportation industry. He is the first individual to be recognized as a Certified Administrator of Public Parking (CAPP). He is also a Certified Parking Professional (CPP) and Past Chairman of the Parking Consultants Council (PCC) - 2011-2013. With 30 years of municipal parking experience, he has the ability to review parking policies and procedures.

The organization chart below is not a traditional titled-based chart. Integrity is less concerned with organizational hierarchy and more concerned with ensuring the study process is comprehensive, accurate, and reflective of the City. Our chart below reflects our vision for addressing the parking concerns of the City of Winters.



All work will be performed by in-house staff. No work will be subcontracted.

Resumes may be found at the end of our proposal.

PROJECT APPROACH AND METHODOLOGY

To complete the Scope of Services, we will perform the following steps:

- Meet with City staff and Parking Commission
- Tour parking areas with City staff/Commission
- Collect and review data/information provided by City
- Develop an on-line survey so all citizens can participate
- Conduct one forum for businesses and one for residents
- Provide bi-weekly updates to City throughout study duration
- Collate and review survey and forum input
- Document conditions on and near each parking facility
- Review existing wayfinding
- Examine locations for potential new parking or expansion of existing facilities
- Observe customer parking and walking patterns
- Provide list of needed data for City to collect
- Assist City in collection of occupancy and turnover data
- Observe use of bicycles and other transportation modems
- Tally results from occupancy and turnover surveys
- Factor special event parking impact
- Look at special use parking in the study area
- Examine options for employee parking
- Review development plans as provided by the City
- Calculate potential demand from underutilized buildings
- Determine parking demand/supply for the next 3, 5, & 10 years
- List options for addressing any parking deficits
- Examine shuttle and valet parking options
- Review parking policies
- Explore parking management options
- Explore financing options for parking
- List wayfinding, pedestrian, bicycle and other service enhancements
- Estimate cost for any recommendation
- Write Draft Report - Report shall contain a summary of background information, inventory data, survey findings, needs calculation, options for addressing deficits, financing options
- Edit and complete Draft Report
- Submit Draft Report to City (5 hard copies and 1 electronic version)
- Discuss Draft Report with City staff/Parking Commission
- Incorporate comments
- Create Final Report
- Submit Final Report to City (5 printed and bound copies and 1 .PDF version on electronic medium)
- Make presentation to City Council

Scope of Work

Assess Current Conditions and Existing Parking Demand

- Review data
- Evaluate demand
- Identify peak periods

Analyze Current Parking Inventory and Utilization

- Explore employee parking
- Evaluate alley parking
- Examine overflow parking options

Analyze Future Parking Demand, Alternative Parking Locations and Restrictions

- Provide parking demand estimate
- Look at valet parking and shuttles
- Examine policies

Analyze Financing Options to Support Downtown Parking Infrastructure

- Explore financing options including fees, improvement district, assessments

Prepare and Present Final Report

- Compile report with all data and analysis
- Present report to City Council

Communicate

- Conduct a workshop for the general public and another for the business community

REFERENCES

<p>Marlin Granlund Parking Program Manager City of Santa Cruz Public Works Department 809 Center Street, Room 201 Santa Cruz, CA 95060</p>	<p><u>Project:</u> Evaluation of parking control systems of three City owned facilities. Recommendations will provide pricing, customer and city benefits of adopting proposed PARCS.</p> <p><u>Key Personnel:</u> Lee Shorts, Jim LaRocco</p> <p><u>Year:</u> 2016 <u>Fee:</u> \$22,500</p>
<p>Dan Fortinberry Downtown Toledo Parking Authority 215 North St. Clair Street Toledo, OH 43604 419-243-8299</p>	<p><u>Project:</u> Evaluation of on-street parking program to enhance Downtown Toledo</p> <p><u>Key Personnel:</u> Chuck Cullen</p> <p><u>Year:</u> 2010 <u>Fee:</u> \$15,000+</p>
<p>Vivian Paquin-Sanner County of Los Angeles Department of Beaches and Harbors 13837 Fiji Way Marina del Rey, CA 90292 310-305-9508 vsanner@bh.lacounty.gov</p>	<p><u>Project:</u> Evaluation of beach parking services including equipment and management contract</p> <p><u>Key Personnel:</u> Chuck Cullen, John Becka</p> <p><u>Year:</u> 2010 <u>Fee:</u> \$38,000</p>
<p>Mr. Robert Milner, CAPP University of Maryland - Baltimore 622 West Fayette Street Second Floor Baltimore, MD 21201 410-706-1857 rmilner@af.umaryland.edu</p>	<p><u>Project:</u> Evaluation of campus transportation system & evaluation of parking auditing program</p> <p><u>Key Personnel:</u> Chuck Cullen, Jack Santa</p> <p><u>Year:</u> 2009, 2010, 2012 <u>Fee:</u> \$32,000</p>
<p>Ben Himes Chief Administrative Officer Village of Chagrin Falls 21 W. Washington Street Chagrin Falls OH 44022 440-247-5050 ben@chagrin-falls.org</p>	<p><u>Project:</u> Contingency consulting services: valet, parking management</p> <p><u>Key Personnel:</u> Jim LaRocco, Jack Santa</p> <p><u>Year:</u> 2010-present <u>Fee:</u> \$35,000 (Services rendered value)</p>
<p>Stanley F. Soja, Jr., Executive Director The Wilmington Parking Authority Linden Building 625 N. Orange Street Wilmington, DE 19801-2222 PH-302-655-4442 FAX-302-655-1279 SSoja@wilmingtonparking.com</p>	<p><u>Project:</u> Financial feasibility analysis of bonding a mixed-use developments sub-grade parking facility with Authority's bonding capacity</p> <p><u>Key Personnel:</u> Jim LaRocco, Jack Santa</p> <p><u>Year:</u> 2014-2015 <u>Fee:</u> 28,000</p>

SCHEDULE

Our schedule to complete the assignment is 11 weeks beginning with the week of the initial kick-off meeting. This schedule allows for two weeks for the City and Parking Commission to review the Draft Report. The presentation found in week 11 is subject to Council's meeting schedule.

Phase	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11
Fact Gathering											
Public Input											
Data Collection											
Research											
Data Analysis											
Conclusion											
Option Exploration											
Financing Review											
Policy Development											
Draft Report											
Draft Report Review											
Final Report											
Presentation											

RATES

Each member of the Integrity Team represents decades of experience in the parking industry. With each Associate possessing so much experience we know our services are priced fairly. We take great pride in knowing our clients receive far greater economic benefits than our project fees represent. Please note our hourly fee includes all overhead charges.

Staff Associate	Hourly Rate (includes overhead)
John Becka	\$155
Jack Santa	\$175
Jim LaRocco	\$200
Chuck Cullen	\$155

Expenses are charged in accordance with City policies. In the absence of such policies, our policy is to pass along any out-of-pocket expenses at cost. We do not add any surcharge.

We are available to provide an all-inclusive quote for our services based upon this fee schedule.

INTEGRITY PARKING SYSTEMS SCHEDULE OF WINTERS PROJECT FEES AND HOURS BY TASK

Tasks	JB Rate	JS Rate	JL Rate	CC Rate	Staff Rate	
Assess Current Conditions	\$155	\$175	\$200	\$155	\$0	
Analyze Current Parking	\$155	\$175	\$200	\$155	\$0	
Analyze Future Parking	\$155	\$175	\$200	\$155	\$0	
Analyze Financing Options	\$155	\$175	\$200	\$155	\$0	
Prepare and Present Final Report	\$155	\$175	\$200	\$155	\$0	
Communicate	\$155	\$175	\$200	\$155	\$0	

Tasks	JB Hours	JS Hours	JL Hours	CC Hours	Staff Hrs	Total Hrs
Assess Current Conditions	38	18	0	2	0	58
Analyze Current Parking	28	8	4	7	0	47
Analyze Future Parking	16	8	0	6	0	30
Analyze Financing Options	4	2	8	0	0	14
Prepare and Present Final Report	8	4	4	4	0	20
Communicate	16	8	0	1	0	25
Total Hrs	110	48	16	20	0	194

Task	JB Fee	JS Fee	JL Fee	CC Fee	Staff Fee	Total Fee
Assess Current Conditions	\$5,890	\$3,150	\$0	\$310	\$0	\$9,350
Analyze Current Parking	\$4,340	\$1,400	\$800	\$1,085	\$0	\$7,625
Analyze Future Parking	\$2,480	\$1,400	\$0	\$930	\$0	\$4,810
Analyze Financing Options	\$620	\$350	\$1,600	\$0	\$0	\$2,570
Prepare and Present Final Report	\$1,240	\$700	\$800	\$620	\$0	\$3,360
Communicate	\$2,480	\$1,400	\$0	\$155	\$0	\$4,035
TOTAL	\$17,050	\$8,400	\$3,200	\$3,100	\$0	\$31,750

Notes:

1. JB = John Becka, JS = Jack Santa, JL = Jim LaRocco, CC = Chuck Cullen
2. Staff Fees, printing and miscellaneous fees are all included in the rates shown, thus no additional fees will be included for these costs assigned to the Winters project
3. Travel. IPS assumes 6 total on-site visits to complete the study: JB three trips (from Orange County, CA to Winters); JS two trips (from Cleveland OH to Winters) and JL one trip (from Cleveland OH to Winters). For all six trips we estimate travel costs will be approximately \$9,000. Please note IPS agrees to cut these costs in half and an upset maximum travel budget of \$4500 will not be exceeded. Thus, IPS agrees to charge its travel costs at 50% of actual cost



RESUMÉ

John F. Becka
Senior Associate

PROFESSIONAL SUMMARY

Forty-Five years of extensive parking experience encompassing operations in all fifty states in front-line, on-site management and executive positions.

EXPERIENCE

Integrity Parking Systems, LLC 2008-Present
Orange County, CA (949) 551-4318
Senior Associate – Western United States

Responsible for consulting and sales services concentrating in airport, governmental and hospital sectors in the western United States. With respect to airports: concentration is on landside issues (parking – self park, valet, employee and shuttle; curb management, taxi cab starter management and traffic control), governmental (city/county parking enforcement and controlled/commercial paid parking); hospitals (medical staff, employees and patient parking needs for both single and multiple location facilities).

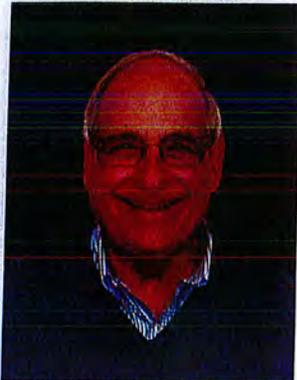
Standard Parking, Inc. - APCOA, Inc. 1963 – 2008 (retired)
Chicago, Illinois

Throughout career was involved with all types of controlled and paid parking applications. For a significant portion of career my primary emphasis, because of the company's dominant market share, was in airport related operations. My highlights included:

- General on-site management responsibilities at these US Airports: Palm Springs CA (1998-2005), Sacramento, Bradley Int'l Airport (Hartford CT), Jacksonville FL and Detroit Metro.
- Direct operational oversight at these airports (*sampling only*): Maui, Honolulu In't Airport, New Orleans, Newark, Philadelphia, Anchorage, El Paso, Amarillo, Bellingham, Portland WA, Albany and Rochester NY.
- Airport Shuttle: many of the airports listed above developed employee and public paid parking transportation systems to meet airport demand which were included in my responsibilities. In 1994 at Sacramento International Airport I was responsible for streamlining the operation once it was up and running. This was the nation's first airport consolidated rental car busing operation.
- Palm Springs Airport. After 9-11 was successful in appealing to airport administration for parking operations to assume responsibility for traffic enforcement of airport curb space.
- Maui Airport, Hawaii. Oversaw and was responsible for large, single runway, destination airport parking operation.

PROFESSIONAL MEMBERSHIPS

California Parking Association (*past President*)



RESUMÉ

James V. LaRocco
Managing Partner

PROFESSIONAL SUMMARY

Mr. LaRocco has more than 47 years of experience as a senior executive, specializing in parking, transportation, and consulting management. His career covers all aspects of parking/transportation management and development, including corporate acquisitions; contract negotiations; construction planning and advising; bond financing; and operations management.

EXPERIENCE

Integrity Parking Systems, LLC
Chagrin Falls, OH
Managing Partner 2001 – Present

In 2001, Mr. LaRocco and his partner, Jack Santa, along with other experienced associates, founded Integrity Parking Systems, LLC.

The firm serves the parking and transportation industries in all aspects of parking management and development including construction planning; operations management; sales and marketing; bus procurement; and driver training programs.

In the company's relatively short existence, it has worked with an impressive list of clients throughout the United States included hospitals, airports, municipalities, universities, and transportation/parking companies.

APCOA/Standard Parking, Inc.
Chicago, Illinois
1962-2001

Executive Vice President, Corporate Development (1996-2001); Executive Vice President COO (1992-1996); Senior Vice President for Airport Properties; Vice President for Urban Properties; Vice President/Regional Manager

Mr. LaRocco learned the parking and transportation industry from the ground up, working for APCOA/Standard Parking, Inc., a \$1.1⁺ billion international parking management firm that encompassed 2000 airport, urban, hospital and transportation operations contracts in the United States and Canada. He steadily progressed up the corporate ladder, from operations management to divisional and regional management to senior management at headquarters in Chicago. He held the positions of Vice President for Urban Operations; Senior Vice President for Airport Operations; Executive Vice President, COO; and Executive Vice President, Corporate Development.

PROFESSIONAL AFFILIATIONS

- International Parking Institute
- National Parking Association
- American Associate of Airport Executives
- Airports Council International
- Airport Ground Transportation Association



RESUMÉ
Jack R. Santa
Co-Founder and Partner

PROFESSIONAL SUMMARY

- Twenty-nine years of continuous service in parking and passenger transportation industries
- Focus in airport, higher education, travel, hotel, rental car, medical center, cultural center and municipal markets
- Linking client and customer needs with parking and transportation solutions

EXPERIENCE

Integrity Parking Systems, LLC
Cleveland, Ohio
2001 – Present

- In 2013, under an emergency management contract, involved in day-to-day parking operations consultancy with operator's on-site GM at Fort Lauderdale-Hollywood International Airport (FLL)
- Negotiated two joint venture agreements with largest transportation companies in the United States. Transportation services are consolidated rental car shuttle bus operations at PHX (2005-present) and IAH (2003-2013)
- On-going operational experiences provides basis of understanding in serving client consultancy needs
- Day-to-day executive responsible for \$35M Parking Development and Parking/Transportation Operating contracts at major university
- Advisory service sampling: demand analysis, competition studies, feasibility/planning studies, financial modeling, operational reviews

APCOA/Standard Parking
1986 – 2001

- Ascended from marketing representative to Senior Vice President and Company Officer
- National responsibility of \$26M off-airport parking and transportation division
- Business Development, P&Ls, Budgeting and all facets of managing and marketing division that quadrupled revenues and increased profits 11-fold during my tenure

EDUCATION

- BBA Marketing, Cleveland State University; Cleveland, Ohio

PROFESSIONAL AFFILIATIONS

- Airport Ground Transportation Association (Board of Directors 1999 –Present, Chair – Survey Committee)
- International Parking Institute (IPI)
- American Association of Airport Executives (AAAE)
- National Parking Association (NPA)
- Global Business Travel Association

INDUSTRY PUBLICATIONS AND PRESENTATIONS

Beginning early in my career, I have been asked to address industry associations on a variety of topics centered on parking and transportation issues. From both operational best practices, marketing initiatives, customer service, technology, and to "lessons-learned" I have enjoyed sharing my experiences with colleagues. A sampling of my presentations are as follows:

- *Calculating and Publishing the Cost of Airport Regulations* AGTA Fall Meeting - Las Vegas
- *Technology for Airport Transportation System Applications* - Transportation Research Board (TRB) | 91st Annual Meeting - Washington DC
- *Improving Efficiency of Parking and Transportation Using Next Gen Technology* IPI Annual Conference – Las Vegas



INTEGRITY
PARKING SYSTEMS

RESUMÉ

Charles ("Chuck") J. Cullen, CPP, CAPP
Senior Associate

PROFESSIONAL SUMMARY

- Forty-two years⁺ of service in parking/transportation industry
- First individual to be recognized as a Certified Administrator of Public Parking (CAPP)
- Certified Parking Professional (CPP)
- Past Chairman of the Parking Consultants Council (PCC) - 2011-2013
- Past Member of the Board of Directors of the National Parking Association - 2011-2013
- Former administrator for a large municipal parking program (on-street and off-street) of a major U.S. city

EXPERIENCE

Integrity Parking Systems, LLC

Cincinnati, Ohio | Senior Associate 2009 – Present

I formulate client-appropriate strategies that are reliable, realistic, and cost-effective based upon careful analysis of current and future conditions; my knowledge of the parking industry; industry-based training, and hands-on experience as a parking operator/administrator. The following disciplines constitute my primary task assignments:

- Parking Planning and Studies (on-street and off-street)
- Parking Management/Operation Consulting
- Parking Financing Analysis
- Parking Revenue Control
- Expert Services

The Consulting Engineers Group, Inc.

Mt. Prospect, Illinois | May 2001 – January 2009

While with CEG, I served as Assistant Director of Parking and Transportation Planning (2001-2003) and as Director of Parking Consulting Services (2003-2009). In those positions, I worked with airports, authorities, municipalities, universities, and private entities.

City of Cincinnati

Cincinnati, OH | May 1971 – May 2001

I served as a Parking Attendant (1971-1975), Assistant Parking Manager (1975-1978), Parking Manager (Riverfront Stadium) (1978-1985), Assistant Parking Superintendent (1985-1988), and Parking Superintendent (1988-2001).

EDUCATION

- 1975 - BA English, Xavier University; Cincinnati, Ohio
- 1994 - Certified Administrator of Public Parking; University of Virginia and International Parking Institute
- 2000 - Certified Parking Professional; National Parking Association

INDUSTRY PUBLICATIONS AND PRESENTATIONS

Books

- Dec. 2014 Lessons From The Lot
- Feb. 2014 Sustainable On-Street Parking Strategies (Chapter 15 - Sustainable Parking Design & Mgt.)
- July 2012 Selecting a Parking Operator (co-authored)
- August 2006 Writing Parking Manuals (Chapter in Parking Management-The Next Level)

Magazine Articles

- Nov. 2012 The Truth, The Hole Truth Parking Today (magazine)
- April 2012 Airport Parking Parking Today (magazine)
- June 2009 Optimism & The Economy Parking Today (magazine)
- April 2004 A Theft Whose Time Has Come Parking (magazine)

CONFERENCE PRESENTATIONS

Sixteen presentations between April 2002 and May 2013 at various parking conferences



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Chagrin Falls, Ohio 44023
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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Consideration by the Winters City Council of Request for Release from Affordable Housing Obligation for the Winters Village East Condominiums as per Ordinance 2009-18, an Ordinance of the City of Winters Repealing Section 17.60.030 (B) and Adding Chapter 17.200 to the Zoning Code Pertaining to Affordable Housing Requirements.

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1) Receive Staff Report
- 2) Review, deliberate, and decide whether to grant the request for release from affordable housing obligation for the Winters Village East project.

BACKGROUND:

In 1992, the City of Winters completed and adopted a comprehensive update of its General Plan. As part of this effort, the City also adopted the seven elements required for a General Plan. Subsequently, Legal Services of Northern California (LSNC) challenged the adequacy of the City's Housing Element, one of the required seven elements, and brought suit against the City in California Superior Court. The City incurred significant expenses during its defense and eventually, a stipulated judgment was agreed to by all parties in 1994 and entered in Superior Court. The key provisions of the judgment included the City's adoption of an inclusionary housing ordinance in 1994 (Ordinance 94-10), which required that 15 percent of all new housing be affordable to very low-, low-, and moderate income households.

The Affordable Housing Steering Committee (AHSC), along with numerous stakeholders, including the Yolo County Housing Authority, Legal Services of Northern California (LSNC), Mercy Housing, and other stakeholders started studying potential revisions to the existing Inclusionary Housing Ordinance (IHO) at the AHSC meeting on November 24, 2008. Over the course of the next year, the AHSC and the aforementioned stakeholders met several times, and agreement on the final version of the IHO was reached at the AHSC meeting on November 3, 2009. The Planning Commission reviewed the proposed ordinance at their meeting on November 26, 2009 and the City Council voted to adopt Ordinance 2009-

18 at the Council meeting on December 15, 2009. The ordinance became effective on January 15, 2010.

At the October 26, 2004 Planning Commission meeting, the Planning Commission approved the entitlements (Tentative Map and Planned Development Overlay) for the Winters Village East condominium project, a five unit townhouse project on East Main Street. As required by the Inclusionary Housing Ordinance in place at that time, the project was conditioned to provide one low-income unit when the units were sold. When construction was completed in September of 2007, the housing market was collapsing (2007-2008), experiencing a historic downturn. The Winters Village East project was positioned as a higher end, low maintenance downsizing option for retiring residents and UC Davis personnel. The market did not exist at the pricing levels envisioned for the project. The property owners instead rented the units to provide cash flow for the loan servicing of the debt on the project. With the improvement in the real estate market in comparison to the environment back in 2007-2008; the units are being prepared for sale as condominiums. As the prior condominium authorizations had expired, the property owner has submitted the required paperwork to the Bureau of Real Estate and expects to receive the "white papers" from the Bureau of Real Estate within the next 30-60 days. Once they have received those papers, they are allowed to accept binding offers on the units.

The property owner submitted a request to City staff on August 9, 2016 asking that the project be released from the obligation to provide one low-income unit in conjunction with the sale of the townhouse units. This request is submitted based on the change in 2009 to the Inclusionary Housing Ordinance that exempted infill projects of 15 units or less from any affordable obligation.

Based on discussions with staff after the request for release was submitted, the property owner offered to pay the City an In Lieu Fee of \$15,000 to be released from the obligation to provide one (1) unit affordable to a low-income household. The proposed in lieu fee would be paid in conjunction with the sale of the second and third units (\$7,500 at COE of each sale).

DISCUSSION:

The affordable housing requirements contained in the ordinance were the culmination of the City's efforts to develop an affordable housing program that promotes a balance between encouraging the development of market-rate housing and mixed use development in the City, while at the same time, providing for the creation of affordable housing necessary to meet the needs of very low-, low-, and moderate income households within the City.

The amendment includes an exemption for developments of 15 dwelling units or less located in the Community Development Agency Project Area from the requirement to provide affordable housing. It was the consensus of the AHSC and the other participants that small infill projects would continue to be severely constrained if the requirements of the existing IHO were imposed. By allowing the exemption for small projects in the project area, it was anticipated the change would encourage infill development that encourages "smart growth".

City staff recognizes the challenges the property owner would face in providing the affordable unit. As the smallest project (5 units) that was required to provide affordable housing under the IHO of the time, the project would have a very small number of units to spread out the cost of providing the affordable unit. With recent changes in the City's CDBG program, the City no longer has an active First Time Homebuyer program. Redevelopment was another funding stream that could have potentially contributed to FTHB assistance, but Redevelopment was eliminated by the State. Historically, the City

has provided gap funding in the form of a silent second from the City to assist projects with their obligation to provide for sale affordable housing.

RECOMMENDATION:

Staff recommends that the City Council discuss and decide whether to approve the proposed release from the affordable housing obligation for Winters Village East. Alternatives include:

- 1) accepting the offer of an in lieu fee instead of requiring the unit to be sold as affordable to a low income household
- 2) Not granting the request for release from the obligation

ATTACHMENTS:

- 1) Letter from John Siracusa requesting release
- 2) Ordinance 2009-18

August 9, 2016

To whom it may concern,

The City of Winters adopted a change through a revision of your Inclusionary Housing Ordinance.

Please accept this as a formal request to the city council to be placed on the next council agenda in September or sooner regarding the release of the affordable housing component for the Winters Village East Condos.

We have submitted our renewal package to the BRE and we have already received our pink paper, which allows us to advertise and take non binding offers on the property until we receive the white papers.

We are expecting to receive the white papers within the next 45-60 days. That would put us sometime around the last week of September to be able to take deposits and open escrow.

My hope is that the staff and the council will consider this a small infill project (5) units and release me from my affordable obligation.

Thank you in advance for your consideration.

Please call me if you have any questions.

John Siracusa

707-249-8177

ORDINANCE NO. 2009-18

AN ORDINANCE OF THE CITY OF WINTERS REPEALING SECTION 17.60.030(B) OF THE ZONING CODE AND ADDING CHAPTER 17.200 TO THE ZONING CODE PERTAINING TO AFFORDABLE HOUSING REQUIREMENTS

The City Council of the City of Winters hereby ordains as follows:

SECTION 1. Recitals.

- A. The City of Winters undertook a comprehensive study and analysis of its affordable housing program, which prompted certain revisions to the affordable housing program for the City.
- B. The affordable housing requirements contained in this Ordinance are the culmination of the City's efforts to develop an affordable housing program that promotes a balance between encouraging the development of market-rate housing and mixed use development in the City, while at the same time, providing for the creation of affordable housing necessary to meet the needs of individuals of very low, low and moderate income within the City.
- C. The City of Winters Planning Commission conducted a noticed public hearing regarding this Ordinance, which amends the Zoning Code to repeal Section 17.60.030(B) and add Chapter 17.200 pertaining to affordable housing requirements within the City, and has recommended approval of the Ordinance.
- D. The City Council of the City of Winters has provided public notice of its intention to amend the Zoning Code to adopt Chapter 17.200, and conducted a public hearing thereon on December 15, 2009.
- E. The proposed amendment of the Zoning Code to add Chapter 17.200 is consistent with the goals, policies, and objectives of the City of Winters General Plan, and in particular, the Housing Element, as adopted on September 1, 2009.
- F. The proposed amendment of the Zoning Code to add Chapter 17.200 has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 2. Chapter 17.200 "Affordable Housing Requirements" is hereby added to the Winters Municipal Code to read as follows:

Section 17.200.010 Purpose and Intent

The public welfare requires the City to take action to ensure that affordable housing is constructed and maintained within the City. This Chapter is intended to provide that new development projects in the City contain or assist in the production of a defined percentage of housing affordable to low income and very low income households, to provide for a program of incentives, and to implement the affordable housing policies contained in the Housing Element of the City's General Plan.

Section 17.200.020 Definitions

"Affordable Housing Steering Committee" means an advisory committee appointed by the City Council for the purpose of advising the City Council, Planning Commission, Community Development Agency and City staff on affordable housing policies and programs, use of redevelopment housing funds, proposed affordable housing projects, and other housing matters, at the request of the City Council.

"Community Development Director" means the director of the Community Development Department of the City, or his or her designee.

"Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities which seeks the City's approval of discretionary land use entitlements for all or part of a development project. "Developer" includes "owner"

"Development project" means any development project that contains residential units, including single family and multifamily units.

"Inclusionary housing agreement" means an agreement between the developer and the City setting forth the manner in which the inclusionary housing requirements will be met in the development project.

"Inclusionary housing plan" means the plan setting forth the manner in which the developer proposes to satisfy the inclusionary housing requirements of this Chapter within the development project.

"Inclusionary housing requirement" means the inclusionary housing requirements as specified in this Chapter.

"Inclusionary housing unit or inclusionary unit" means an ownership or rental unit developed or provided in satisfaction of the inclusionary housing requirements of a development project, as provided for in this Chapter, and which is affordable to very low, low income or moderate income households.

"Low income household" means a household whose income does not exceed eighty percent (80%) of median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

“Moderate income household” means a household whose income does not exceed one hundred twenty percent (120%) of median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

“Very low income household” means a household whose income does not exceed fifty percent (50%) of the median income, adjusted for household size, applicable to Yolo County, as published and periodically updated by the United States Department of Housing and Urban Development.

Section 17.200.030 Inclusionary Housing Requirements

(A) Number and Affordability of Units. Except as otherwise provided for in this Chapter, all development projects consisting of five (5) or more residential units within the City of Winters shall include inclusionary housing units equal to fifteen percent (15%) of the total number of residential units in the development project, excluding density bonus units. The fifteen percent (15%) inclusionary housing requirement shall consist of six percent (6%) very low income units and nine percent (9%) low income or moderate income units in proportion to the unmet needs for each identified in the current housing element.

(B) Exception. The following development projects are exempt from the provisions of this Chapter:

1. Redevelopment Project Area. The fifteen percent (15%) inclusionary housing requirement provided in Subsection A above shall not apply to development projects within the Winters Community Development Agency Redevelopment Project Area that contain fifteen (15) or fewer residential units. This exception shall expire on December 31, 2013, unless extended by the City Council. Any development project that has not acquired a vested right to develop in accordance with existing laws and regulations by such expiration date shall be required to comply with the provisions of this chapter.
2. Project with prior approval. A development project that has obtained discretionary approval (e.g., a Development Permit, Use Permit, Design Review, Planned Development Permit, or Variance approval) before the effective date of this Chapter; or a building permit before the effective date of this Chapter; or a Certificate of Occupancy before the effective date of this Chapter.
3. Exempt by State law. A development project that is exempt from this Chapter by State law.
4. Project with vested rights. A development project for which the City has entered into a development agreement before the effective date of this Chapter, or which otherwise demonstrates a vested right to proceed without complying with this Chapter.

*Staff note:
Extended
to Oct 20,
2021, with
Council
adoption of
Ord 2013-03*

(C) Implementation. The developer shall propose an inclusionary housing plan to community development director as provided for in this Chapter. A condition requiring compliance with all of the terms of the inclusionary housing plan, as approved by the Planning Commission, shall be imposed on the development project. Further, the developer and the City shall enter into an inclusionary housing agreement that requires compliance with the inclusionary housing plan, and that will be recorded upon the property as provided in this Chapter.

(D) Density Ranges. Development projects which are proposed in areas of the City zoned for medium high and high density residential use, shall only be approved if density of the development project is in the upper one-half of the density ranges specified in the Zoning Code for developments in such zones, unless site constraints effectively prohibit such intensity of development.

(E) Unit Size. The inclusionary housing requirement shall accommodate diverse family sizes by including a mix of studio, one, two and/or three bedroom units where feasible.

(F) Exterior Appearance. The inclusionary units shall be visually compatible with and shall have similar external building materials and finishes as the market rate units in the immediate neighborhood.

(G) Access to Common Amenities. Tenants and residents of inclusionary units shall be provided the same rights and access to common amenities within the development project as tenants and residents occupying market rate units.

(H) Small Parts of Larger Projects. The City shall not approve development projects which reasonably appear to be smaller parts of a greater project and have the effect of circumventing the requirements of this Chapter.

Section 17.200.040 Inclusionary Housing Plan

(A) Submittal Requirements. At the time of and as part of the application for a discretionary land use entitlement for a development project, the inclusionary housing plan shall be submitted to the Community Development Director by the project developer, and shall include:

1. A detailed description of the method by which the developer will comply with the requirements of this Chapter.
2. The location of the inclusionary units within the development project, if applicable, the size of the inclusionary units, and any incentives requested by the developer in accordance with Section 17.200.060 of this Chapter.
3. Where an alternative to constructing inclusionary units on-site is intended, the developer shall provide detailed information regarding the alternative selected for meeting the inclusionary housing requirement, including a written statement that the proposed parcel(s), site, or existing market rate units, if applicable,

- are available and capable of being dedicated to the City by the developer and that the affordable units shall be restricted as affordable housing, by way of contractual restrictions, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.
4. A phasing plan that provides a schedule for the timely development of the inclusionary units as the development project is built out.
 5. Any other information deemed necessary by the Community Development Director.

(B) Affordable Housing Steering Committee Meeting. Prior to the submittal of the inclusionary housing plan, the Affordable Housing Steering Committee shall meet with and provide recommendations to the project developer regarding compliance with this Chapter.

(C) Community Development Director Preliminary Review. Upon receipt of the proposed inclusionary housing plan, the Community Development Director shall review the plan, and thereafter shall meet with the project developer to discuss the proposed plan.

(D) Plan Approval. After the preliminary review by the Community Development Director, the inclusionary housing plan shall be subject to the same review and approval as the discretionary land use entitlements.

Section 17.200.050 Alternative Methods to Meeting Inclusionary Housing Requirements

The City strongly prefers and shall encourage on-site construction of inclusionary units, however alternatives to the on-site construction of the inclusionary housing units may be proposed by the developer, consistent with the requirements set forth below in this section. The alternative methods are subject to review and approval of the City, as part of the inclusionary housing plan review process. The developer shall have the burden of demonstrating that the alternative selected is equivalent to the on-site construction of inclusionary housing units. Alternatives may include:

(A) Land Dedication. A developer may propose to dedicate land within the City sufficient to construct at least the same number of units and infrastructure to support the number of units as the developer would have been required to construct on-site subject to the inclusionary housing requirement. Land may be dedicated pursuant to this alternative provided the site will support the same number of units the developer is required to construct, has zoning of a minimum density necessary to accommodate the inclusionary housing requirement, that the site is physically and legally acceptable to the City, and that the site is restricted to affordable housing. The developer shall dedicate the land to the City at no cost the City.

(B) On-Site or Off-Site Construction. A developer may propose to develop housing to satisfy the inclusionary housing requirement at an on-site or off-site location within the City.

(C) Acquisition, Rehabilitation, and Conversion of Market Rate Units. A developer may propose to acquire and rehabilitate existing market rate units in the City which are at or above existing affordable rents, which require repair, rehabilitation, modernization or other work and convert those units to affordable housing units.

(D) Conversion of Market Rate Units. A developer may propose to convert existing market rate units in the City which do not require rehabilitation and are at or above existing affordable rents to affordable housing units by way of contractual restrictions, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

(E) Accessory Units. A developer may propose to construct accessory dwelling units (e.g. granny flats) on site of the development project to meet the inclusionary housing requirement. The lots upon which the accessory dwelling units are constructed shall be restricted to provide that the units remain affordable housing units by way of contract, recorded covenants or other legal mechanisms.

(F) Inclusionary Housing Credits. A developer may propose to use inclusionary housing credits, as defined in this Chapter, to meet the inclusionary housing requirement.

(G) Payment of In-Lieu Fees. A developer may propose to pay an in-lieu fee to the City instead of constructing affordable units to meet the inclusionary housing requirement.

(H) Cooperative Ventures. A developer may propose a cooperative venture with a non-profit housing corporation, mutual housing association, limited equity housing cooperative, or other entity.

(I) Sweat Equity Project. A developer may propose a self-help or "sweat equity" project with a non-profit corporation or other entity.

(J) Combination. A developer may propose to utilize a combination of the above alternatives to meet the inclusionary housing requirement.

(K) Other Alternatives. A developer may propose, and the City may accept, other alternatives that meet the requirements and intent of this Chapter.

Section 17.200.060 Incentives and Assistance

(A) Request for Incentives and Assistance. The developer of a development project subject to the inclusionary housing requirements of this Chapter, may request, and the City, in its discretion, may grant or deny the request for incentives as set forth in this section.

(B) Fee Waivers or Deferrals. The City may grant to a developer a program of waivers, reduction or deferrals of development fees or administrative fees for the inclusionary units.

(C) Inclusionary Housing Credits. A developer may submit as part of the inclusionary housing plan a proposal to provide affordable housing units or a donation of land in connection with a development project beyond the requirements of this Chapter. The developer may credit the additional affordable units or land against future development projects proposed by the developer within the City, subject to the provisions of this chapter. Inclusionary housing credits may also be transferred or sold to any other person or entity subject to the following conditions:

(1) Inclusionary housing credits must be applied to another development project within five (5) years of issuance of a certificate of occupancy for the inclusionary units(s) or implementation of an alternative method of meeting the inclusionary method of meeting the inclusionary housing requirement which gives rise to the credits, such as land dedication. A developer who has not used, transferred or sold credits within the time specified in this section may apply to the City for a one (1) year extension on the life of the credits. A request for extension of the inclusionary housing credit shall be reviewed by City Council who shall grant or deny the request for extension. The City Council shall consider progress and efforts the developer has made to utilize the credits during the previous five (5) years, the impact on affordable housing in the City if the extension is granted, any proposals for use of the credits should the extension be granted and other relevant factors.

(2) Inclusionary units receiving monetary subsidies through the City shall not receive credits unless the City has been reimbursed for its financial assistance.

(D) Local Public Funding. A developer may apply to the community development agency for local public funding to assist in the financing and development of affordable housing to meet the inclusionary housing requirement.

(E) Modification of Development Standards. To the extent feasible in light of the uses, design and infrastructure needs of the development project, modifications to existing City planning standards may be made for the development project. Such modifications shall be requested through a development permit, or other such permit that allows the modification of planning standards, and shall be considered in conjunction with the other discretionary land use entitlements for the development project.

(F) Mixed Use Projects. Mixed use projects containing affordable units may be proposed and approved in areas of the City where the Zoning Code and the General Plan allow such development to help off-set the cost of developing affordable units pursuant to the requirements of this chapter.

Section 17.200.070 Density Bonus

Inclusionary units required by this Chapter or otherwise proposed to be constructed as part of a development project shall not be counted towards the number of units necessary to qualify for a density bonus under applicable state or local laws.

Section 17.200.080 Restrictions on Inclusionary Units

Each inclusionary unit created as a result of this Chapter shall have limitations governing its rental, sale, and/or resale and its occupancy, unless such limitations would be in conflict with federal or state law. The purpose of these limitations is to preserve the long-term affordability and to ensure its continued availability for income eligible households.

(A) Duration of Affordability for Rental and Resale of Inclusionary Units. All rental and for-sale inclusionary housing units developed within the City shall remain affordable for a period of not less than that required by Section 33334.3(f)(1) of the California Health and Safety Code (fifty-five years for rental units, forty-five years for owner-occupied units and fifteen years for mutual self-help housing units), and shall be regulated by regulatory agreement, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

(B) Occupancy Requirements.

(1) Rental Units. Any person(s) who occupies a rental inclusionary unit shall occupy that unit as his or her principal residence and shall annually certify that he or she qualifies for the applicable affordable rent level. The Community Development Director shall annually initiate this certification process. If and when any person(s) who rents an inclusionary unit no longer qualifies at the applicable affordable rent and income levels, the person(s) shall be required to vacate the unit or pay the market rate for the unit provided another rental unit is made available at the income level of the inclusionary unit.

(2) For-Sale Units. (i) Except as provided in this section, an initial owner who purchases a for-sale inclusionary unit shall occupy that unit as his or her principal residence. The inclusionary housing agreement shall provide that a for-sale inclusionary unit may only be rented or leased with the written permission of the City, and then, only to an income eligible person and the inclusionary unit shall be rented at no greater a rental rate than the affordable rent level as defined in Health and Safety Code Section 50053. The inclusionary unit shall be rented or leased at the same income level of the original for-sale affordable housing price. For example, if the initial owner bought the unit at the very low income housing price the unit shall be rented at the very low income rent level currently in effect. Any person intending to offer a for-sale inclusionary unit for rent or lease shall first notify the City housing coordinator in writing, prior to the renting of the unit. (ii) An initial owner shall be required to execute a promissory note, secured by a deed of trust, payable to the City, for the difference between the fair market value of the unit and the actual purchase price ("Silent Second Note"). The Silent Second

Note shall accrue interest at the Local Agency Investment Fund (“LAIF”) rate, and shall be due and payable upon the sale, transfer or refinancing of the unit, unless the sale is to another low income eligible buyer, as determined by the City. The proceeds of any Silent Second Notes shall be deposited in an account designated for uses related to the provision of affordable housing in the City.

(C) Resale of For-Sale Units. The initial owner or any subsequent owner may sell a for-sale unit pursuant to the following requirements. Inclusionary for-sale units shall remain affordable to subsequent income eligible buyers pursuant to the resale restricted term provided for in subsection (A) above, and in accordance with the affordable housing costs set forth in Health and Safety Code Section 50052.5. The inclusionary for-sale unit shall be sold at the same affordable housing price income level as it was originally sold, and the new income eligible buyer shall be required to execute a new inclusionary housing agreement and Silent Second Note, secured by a deed of trust.

(1) Option to Sell to City. If the owner is unable to sell the inclusionary unit within one hundred and eighty (180) days of offering and advertising the unit for sale, the owner may offer to sell the unit to the City at the affordable housing price at the time offer. The Community Development Director may reduce the one hundred and eighty (180) day requirement specified above if the owner demonstrates, to the satisfaction of the Director, that such limit would create a hardship for the owner. If the City or its assignee does not complete the purchase of the unit within ninety (90) days of the owner’s offer of sale to the City, the resale obligation of this section shall terminate; however, the provisions of this section relating to recapture upon sale shall continue to apply and remain in full force and effect.

(2) Recapture Upon Sale. If the inclusionary unit does not sell within one hundred and eighty (180) days of offering and advertising the unit for sale, or such lesser time as established by the Community Development Director upon a finding that a hardship exists, and if the City does not acquire the inclusionary unit as specified in this section, the inclusionary unit may be sold at the current market price. Upon the sale of a unit at market price, the seller shall pay to the City housing trust fund the full amount of the Silent Second Note, described above in this section. The owner shall be entitled to any appreciation in the fair market value of the unit from the time of initial sale to the present sale.

Section 17.200.090 Administration of Inclusionary Housing Requirements

(A) Inclusionary Housing Agreement. Upon approval of the inclusionary housing plan pursuant to Section 17.200.030, the Community Development Director shall prepare an inclusionary housing agreement for the development project that is consistent with inclusionary housing plan, and shall indicate ownership information, type of inclusionary unit (for-sale or rental), the number and size of the inclusionary units, the developer of the inclusionary units, the phasing and construction scheduling of the inclusionary units, commitments for inclusionary incentives and any other information required by the City

relative to the inclusionary housing requirement. In the case of alternatives to the inclusionary housing requirement, the agreement shall also contain the information required in this chapter pertaining to the alternative. Upon completion, the inclusionary housing agreement shall be recommended for approval by the City Council at the next regular City Council meeting. The inclusionary housing agreement shall provide a direct financial contribution by the City in the amount of not less than one hundred dollars (\$100) per inclusionary unit.

No final map shall be approved and no grading permit or building permit shall be issued by the City prior to the full execution and recordation of the inclusionary housing agreement against the property.

(B) Action on Inclusionary Housing Agreement. The City Council shall approve the inclusionary housing agreement upon a finding that the agreement meets all the requirements of this chapter and shall direct that the agreement be recorded upon the subject property.

(C) Affordable Rental and Affordable Housing Agreements. Prior to obtaining a certificate of occupancy for a development project which includes inclusionary units, the developer shall cause an affordable rental agreement to be executed between the owner of the property and the City which shall be recorded with the county recorder's office against the parcels identified in the inclusionary housing agreement as being inclusionary units, in a form reviewed and approved by the City Attorney. Where the inclusionary unit is a for-sale unit within a development project, prior to obtaining a certificate of occupancy for that unit the developer shall cause an affordable sale agreement to be executed between the initial owner of the inclusionary unit and the City, which shall be recorded with the county recorder's office against the parcel, in a form reviewed and approved by the City Attorney.

(D) Administrative of Affordability for Rental Inclusionary Housing. The owner of rental inclusionary units or for-sale inclusionary units offered for rent shall be responsible for certifying the income of the tenant or owner to the City at the time of initial rental and annually thereafter. The owner of a for-sale inclusionary unit shall certify to the City the income of the initial purchaser.

(E) Accessory Dwellings. Prior to obtaining a certificate of occupancy for an accessory dwelling which is designated as an inclusionary units pursuant to an inclusionary housing agreement, the developer shall cause an affordable sale agreement to be executed between the initial owner of the accessory dwelling unit and the City, which shall be recorded with the county recorder's office against the accessory dwelling unit, in a form reviewed and approved by the City Attorney.

(F) Guidelines. The Community Development Director may develop additional guidelines as necessary for implementation of this chapter.

(G) Appeal. Where the provisions of this Chapter vest the Planning Commission with final decision making authority, any applicant aggrieved by the decision of the Planning Commission may appeal the decision to the City Council, within ten (10) days of the final decision of the Planning Commission. Any appeal of a decision of the Planning Commission must be filed with the City Clerk. The City Clerk shall set the appeal before the City Council within forty (40) days of receipt of the appeal.

Section 17.200.100 Monitoring of Inclusionary Housing

(A) Developers. Developers that have entered into an inclusionary housing agreement requiring the provision of inclusionary housing units will be monitored by the City annually to assure compliance with the inclusionary housing agreement.

(B) Inclusionary Units. Inclusionary housing units developed within the City will be monitored by the City annually to verify that the units remain affordable in accordance with Section 17.200.080(B) of this chapter.

(C) Reporting. An annual reporting mechanism shall be created by the City to identify the number of inclusionary housing units that have been required for development within the City by inclusionary housing agreements during the annual reporting period and shall include the number of inclusionary housing units that have actually been developed during the annual reporting period. The report shall also include the results of the monitoring of developers and inclusionary units already in existence.

Section 17.200.110 Administrative and In-Lieu Fees

The City Council may, by resolution, establish an in-lieu fee and reasonable fees and deposits to defray costs of processing applications, proposals pursuant to this Chapter.

Section 17.200.120 Enforcement and Penalties

It is unlawful to offer for sale or to rent or lease any inclusionary unit without compliance with this Chapter. Any person who violates any provision of this Chapter shall be guilty of a misdemeanor. Any person who violates any provision of this Chapter shall be guilty of a separate offense for each and every day which any person commits, continues, permits, or causes a violation thereof and, shall be punished accordingly.

SECTION 3.

Section 17.60.030(B) of Chapter 17.60 of the Winters Zoning Code pertaining to affordable housing requirements for individualized projects is hereby repealed in its entirety.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effective 30 days after its adoption and shall be published and posted as required by law. The City Clerk of the City of Winters shall

cause this Ordinance to be published and posted in accordance with 36933 of the Government Code of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on December 15, 2009, and was passed and adopted at a regular meeting of the City Council held on January 5, 2010 by the following vote:

AYES: Council Members Aguiar-Curry, Fridae, Stone and Mayor Martin

NOES: None

ABSENT: Council Member Anderson

ABSTAIN: None

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

1160228.15



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Eric Lucero Public Works Superintendent/Gene Ashdown Building Official
SUBJECT: Remodel North Side of Old Police Department into a Conference/Training Room

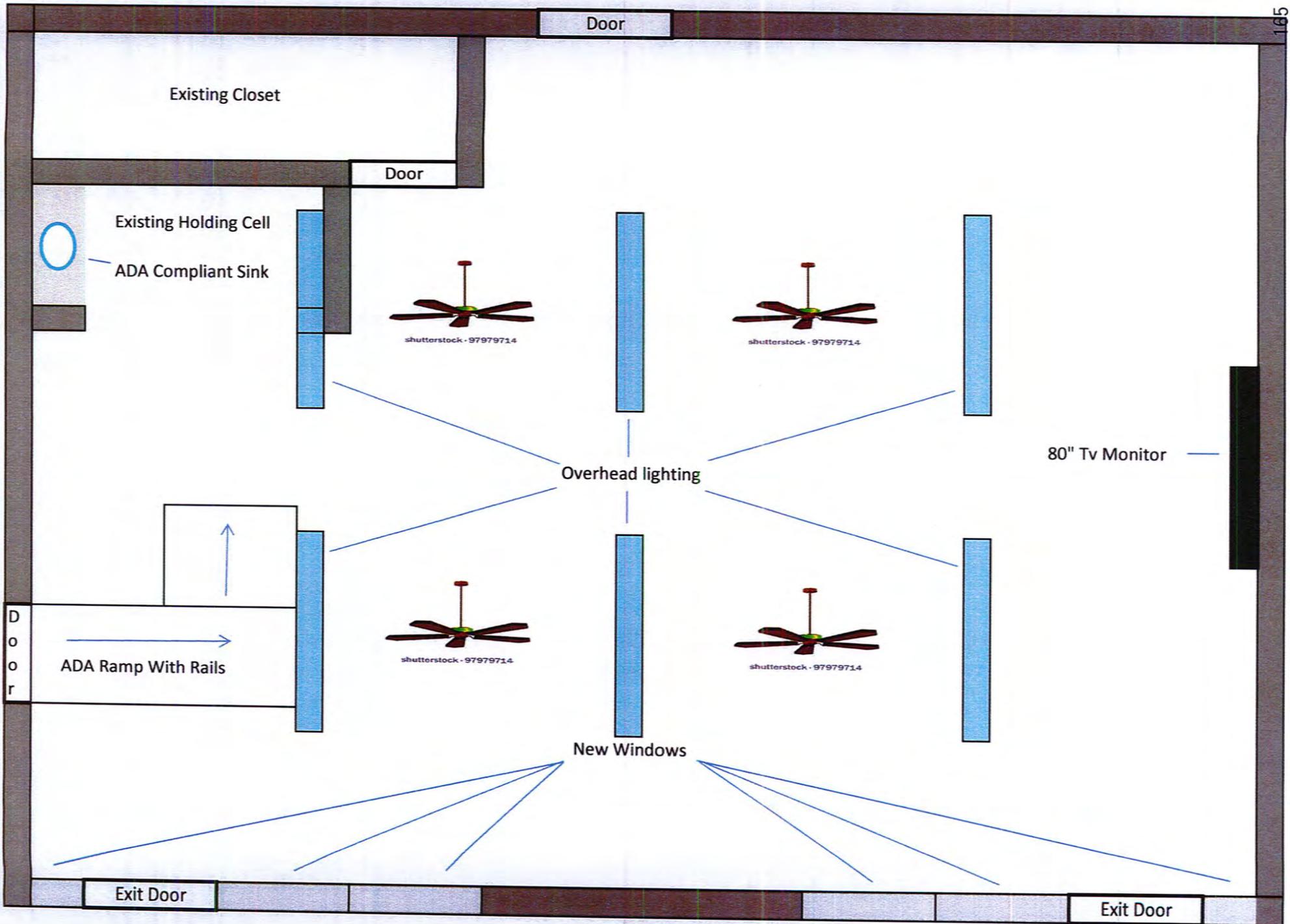
RECOMMENDATION: Approve remodel of Old Police Dept. building into an accessible compliant conference/training/overflow room.

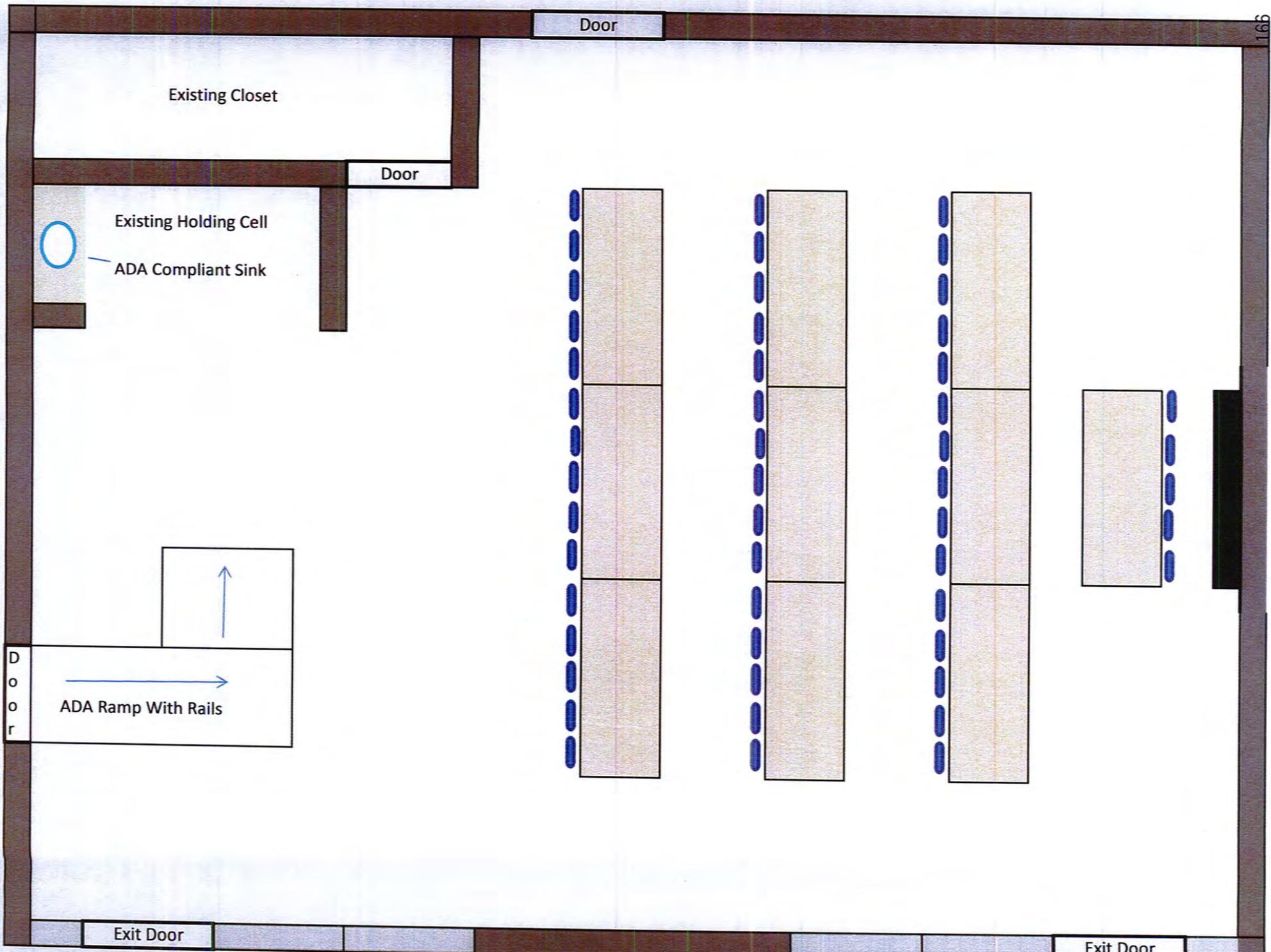
BACKGROUND: City staff is proposing to build an accessible compliant room in the old police department building next to the council chambers that would fit the needs of several different uses. This will be a multipurpose room used for closed session meetings, staff training, preconstruction meetings, administrative meetings and overflow for those special council meetings that bring in the big crowds just to name a few. Staff is asking council to approve the sum of \$75,000 to remodel the north side of the building to fill those needs. The original plans already had the conference room at this location; we are just expanding it out to an existing wall, leaving the holding cell, adding a sink in it, adding a wheel chair accessible ramp and two exit doors.

Work to be done will include:

- .1 Demo work, tape, texture, paint, new electrical, relocate exit signs, new sink, ceiling fans, lights, TV monitors and an ADA ramp (Done by staff)
- .2 Install new carpet, retrofit existing HVAC, replace north side windows and two doors (Contracted out)
- .3 Pull Air Quality Control permit, comply to Title 24

FISCAL IMPACT: Estimate is not to exceed: Options: \$75,000







STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 6, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John P. Miller, Chief of Police
SUBJECT: Memorandum of Understanding between the Winters Police Department and Yolo County District Attorney's Office High Tech Crime Unit

RECOMMENDATION:

Receive a report from Staff on the City of Winters Police Department's Memorandum of Understanding (MOU) with the Yolo County District Attorney's Office High Tech Crimes Unit (HTCU).

BACKGROUND:

Almost all forms of criminal activity in the 21st century potentially have some evidentiary connection to digital evidence that is contained in a myriad of electronic devices including personal communication devices ("smart" cell phones), tablets, computers, or cameras. Due to the rapidly evolving nature of technology and associated exorbitant training and equipment costs, it is difficult for most local municipal law enforcement agencies to stay abreast of these emerging technologies and the processes required to extract the necessary information in order to effectively prosecute offenders such as sexual predators and narcotics dealers.

Recognizing the need for a regional approach to share these costs, the Yolo County District Attorney's Office formed the High Tech Crimes Unit (HTCU). The HTCU maintains a computer lab with specialized equipment and highly trained personnel capable of forensic examination of electronic devices. Each agency in Yolo County proportionally assists in the funding of the HTCU, which is ensured through a multi-agency Memorandum of Understanding (MOU). Unfortunately, due to financial constraints in FY 2016/17, the Winters Police Department was unable to meet its financial commitment to the HTCU. As such, Winters Police Department did not have access to the resources of the HTCU, which negatively impacted current and ongoing investigations.

However, a “win-win” solution was recently identified. A former police officer with extensive training as a criminal investigator and high tech forensic examiner, but now working in the private sector, was contacted and offered his expertise to the Winters Police Department as a Reserve Police Officer assigned primarily to the HTCUC. The personnel within the HTCUC were familiar with this individual’s credentials and agreed he would be an asset to their efforts. Therefore, the Yolo County District Attorney’s Office agreed that his participation in the HTCUC would satisfy the intent of the MOU in lieu of the lack of financial commitment for FY 2016/17 only. The Winters Police Department’s financial commitment to the HTCUC for FY 2017/2018 still remains and is appropriately budgeted.

It should also be noted that this Reserve Police Officer will be available to assist Winters Police Department personnel in our more complex in-house investigations, as well.

FISCAL IMPACT:

None.



COUNTY OF YOLO
OFFICE OF THE DISTRICT ATTORNEY
JEFF W. REISIG, DISTRICT ATTORNEY

SIDE LETTER AGREEMENT NO. 1
FY2016-2017
FY 2017-2018

MEMORANDUM OF UNDERSTANDING
BETWEEN
YOLO COUNTY DA AND WINTER'S POLICE DEPARTMENT

This Memorandum of Understanding (MOU) to establish the Yolo County District Attorney's Office High Tech Crimes Unit (hereinafter High Tech Unit) is entered into by the following participating agencies:

Winters Police Department

Yolo County District Attorney

I. PURPOSE

The participating agencies acknowledge the ability of the Yolo County District Attorney's Office High Tech Crimes Unit to locate and recover digital evidence not readily accessible without the advanced training and forensic tools offered by the High Tech Unit. The High Tech Unit is an invaluable resource for locating timely investigative leads as well as offering essential prosecutorial evidence.

The purpose of this memorandum of understanding (MOU) is to set forth the responsibilities of the participating agencies as they relate to the High Tech Unit and establish a cost sharing formula for those agencies in support of the High Tech Unit.

II. MISSION

The Yolo County District Attorney's Office High Tech Crimes Unit is dedicated to providing superior investigative and digital forensic examination and support services to county law enforcement agencies and prosecutors. In so doing, the High Tech Unit will strive to identify and meet the most critical needs of the Yolo County Law Enforcement community. The focus of the High Tech Unit will be the forensic searching of digital media, including that media contained within computers, cellular phones, tablets, cameras and other digital storage devices.

III. ROLES AND RESPONSIBILITIES

Winters Police (WPD) - For the 2016/2017 budgetary year, due to fiscal constraints, will provide a part-time employee who is a trained forensic examiner in lieu of the proposed cost sharing. This examiner will have access to the High Tech Unit equipment and will focus on the City of Winters evidentiary needs, and be available for special projects in High Tech, in an effort to negate the lack of funds for this budgetary year.

For the 2017/2018 budgetary year, WPD will contribute \$10,316 cited in attachment B of the original MOU.

High Tech Unit - Cases accepted into the High Tech Unit are prioritized based on their investigative impact and the evidentiary value to prosecution outcomes. Emphasis is placed on crimes against people, with child exploitation/victimization and homicide as the top priorities. The High Tech Unit also pursues other investigations including, but not limited to, large value property crimes, identity theft and other crimes that require digital forensic analysis. High Tech will focus on participating agencies, and will limit their involvement in Winters cases.

IV. STAFFING AND COSTS

The High Tech Unit is currently staffed with (1) one full time forensic investigator, (2) two extra-help forensic investigators, and (1) one extra-help office support specialist, each funded by the District Attorney's Office. The High Tech Unit has continuing costs that include specialty

training, forensic tools, software maintenance and hardware upgrades. The rapidly evolving nature of technology and digital devices requires a frequency of updated training and tools not seen in other investigative specialties. The High Tech Unit, including personnel, training and equipment has an approximate annualized cost of \$344,977.

V. COST SHARING AGREEMENT

Each of the below listed agencies have agreed to contribute operational funding using the cost sharing formula established in the Fiscal Year 2014-15 Yolo County Office of Emergency Services Operating Budget as a template. (Refer to Attachment B)

Beginning Fiscal Year 2016-17, Winters PD will provide a forensic examiner to offset the Cost Sharing proposal.

Beginning Fiscal Year 2017-18, Winters PD will provide funding in the amount of \$10, 316 outlined in attachment B.

In Fiscal Year 2017-18, Winters PD will receive a detailed expense report from the District Attorney's Office by October 1st of said fiscal year.

VI. TERM OF AGREEMENT

The terms of this agreement shall be effective upon the signatures of all parties through June 30, 2018 as funds have been secured through the 2017/2018 fiscal year to participate in the cost sharing MOU outlined in attachments A and B.

VII. AUTHORIZATION

The participating agency department heads have authorized this MOU as indicated below. The terms of the MOU will become effective upon the signatures of all parties.

Jeff Reisig, District Attorney
Yolo County District Attorney's Office

Date

John Miller, Chief of Police
Winters Police Department

Date

