



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, November 6, 2018

Members of the City Council

*Bill Biasi, Mayor
Wade Cowan, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu*

*John W. Donlevy, Jr., City Manager
Ethan Walsh, City Attorney
Tracy Jensen, City Clerk*

5:30 p.m. – Executive Session

AGENDA

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

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

6:30 p.m. – Regular Session

AGENDA

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, October 16, 2018 (pp 5-12)
- B. Waste Management Contract - Second Amendment to Include Overage Charges and Contamination Fee (pp. 13-18)
- C. Sacramento Yolo Mosquito & Vector Control District Report by City of Winters Representative Gar House (pp. 19)
- D. Budget Adjustment for Recycling Grant Funds (pp. 20-21)
- E. Approve Agreement for HOME Administrative Subcontractor Services for the Blue Mountain Terrace Senior Apartments Project (pp. 22-24)
- F. Claim Against the City of Winters - Erica Jackson (pp. 25-35)
- G. Approval of the Image Trend Report Management Software for the Winters Fire Department (pp. 36-65)
- H. Resolution 2018-66, a Resolution of the City Council of the City of Winters Accepting a Grant Deed for a Ten Foot Public Utility Easement for Olive Grove Phase 1 Map #5066 (pp. 66-71)
- I. Resolution 2018-63, a Resolution of the City Council of the City of Winters Consenting to Accept an Irrevocable Offer of Dedication (IOD) of Right of Way and Public Utility Easement for the Callahan Estates Phase 1 Final Map #4508 (pp. 72-74)
- J. Resolution 2018-67, a Resolution of the City Council of the City of Winters Accepting a Grant Deed to Create and Convey a Parcel to the City from Domus GP, LLC - Blue Mountain Terrace (pp. 75-82)

PRESENTATIONS

None

DISCUSSION ITEMS

1. Continued Public Hearing for the Proposed Update of the City of Winters 2003 Development Impact Fees Nexus Study (Continued from 10/16/18) (pp. 83-155)
2. Circulation Master Plan (pp. 156-197)
3. Waste Management Rate Increase for Tipping Fee (pp. 198-208)
4. Resolution 2018-65, a Resolution of the City Council of the City of Winters Establishing the Schedule of Fines and Penalties for Traffic and Parking Violations; (pp. 209-214) and Introduction and Waive the First Reading of Ordinance 2018-07, an Ordinance of the City Council of the City of Winters Amending the Winters Municipal Code Regarding Administration and Enforcement of Parking Violations and Citations (pp. 215-221)

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

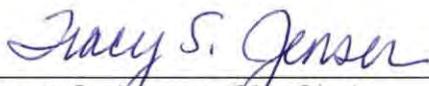
1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the November 6, 2018 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 November 1, 2018, and made available to the public during normal business hours.



Tracy S. Jensen, City Clerk

Questions about this agenda – Please call the City Clerk’s Office (530) 794-6702. Agendas and staff reports are available on the city web page at www.cityofwinters.org/administrative/admin_council.htm

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

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

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

How to obtain City Council Agendas and Agenda Packets:

View on the internet: www.cityofwinters.org/administrative/admin_council.htm

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

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

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

City Hall – Finance Office - 318 First Street

City Council meetings are streamed and can be viewed live at <http://www.cityofwinters.org/live-city-council-meetings/>. A recording of any streamed City Council meeting can be viewed at a later date at <http://www.cityofwinters.org/city-council-meeting-recordings/>.



Minutes of the Regular Meeting of the Winters City Council
Held on October 16, 2018

Mayor Bill Biasi called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu,
Mayor Bill Biasi
Absent: Council Member Wade Cowan
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh,
Economic Development/Housing Programs Manager Dan Maguire,
Public Works Superintendent Eric Lucero, Environmental Services
Manager Carol Scianna, and City Clerk Tracy Jensen.

Supervisor Don Saylor led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy reported no changes to the agenda.
Motion by Council Member Neu, second by Council Member Loren to approve
the agenda as presented. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Biasi
NOES: None
ABSENT: Council Member Cowan
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Terry Ostovar, 743 Main Street, resides at the end of
Main Street adjacent to the new pump station and requested a modification along
her property to have the wall that surrounds the pump station be lowered to the
same height as the existing wall. As her home is most impacted by this wall, she
would appreciate Council's consideration and accommodation.

Sajit Singh, 829 8th Street, Williams, is a Planning Commissioner and a trustee at
Sacramento Valley Museum who has visited Winters and likes how balanced it

is. The downtown is a vibrant, walkable, and enjoyable space and he would like Williams to emulate Winters.

Kate Laddish, 400 Morgan Street, voiced her appreciation for the pool being open for adult lap swimmers through the month of October and expressed her ongoing enthusiasm for this wonderful resource we have.

Fire Chief Art Mendoza gave a brief update on the vegetation fire that occurred on Monday afternoon in the creek behind Liwai Village Court. Dixon Fire provided mutual aid and Cal Fire land crews and neighboring agencies were also called in when the wind picked up that evening. 25-30 acres were burned, no structures were involved, and the cause of the fire was determined to be mechanical.

Valerie Whitworth, 108 Liwai Village Ct., commended Fire Captain Art Mendoza and City personnel for stopping the fast-moving fire that occurred behind her home yesterday.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, October 2, 2018
- B. Resolution 2018-58, a Resolution of the City Council of the City of Winters Approving the Public Improvement Agreement and Accepting Two Grant Deeds for Public Utility Easements for the Winters Healthcare Project
- C. Special Events Permit Application for the Harvest Festival Sponsored by the Winters Chamber of Commerce on Friday, October 26th
- D. Resolution 2018-60, a Resolution of the City Council of the City of Winters Accepting the Award of a Cal Fire Grant for Golden Bear Pre-Planning
- E. Request for Seed Money for Winters Community Dinner
- F. APS Environmental Contract for Sewer Line CCTV Inspections
- G. Climate Resiliency- Community Dialogue
- H. General Plan Reports and Updates

City Manager Donlevy gave a brief overview. For Item F, the inspections will occur within five divided areas of the City. For Item G, Carol has brought in community members to participate in this community dialogue. For Item H, over a 10-month period beginning in February, each element of the General Plan will be brought before Council for review.

Council Member Anderson recused himself from Item C due to a proximity conflict.

For Item E, Marie Heilman said the Winters Community Dinner is the opportunity to give back to those most in need, including seniors, shut-ins, and those who are home alone. Marie thanked Council for the seed money and said she is always looking for volunteers to help on Thanksgiving Day.

Motion by Council Member Loren, second by Council Member Neu to approve the Consent Calendar, excluding Item C. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Biasi
NOES: None
ABSENT: Council Member Cowan
ABSTAIN: None

Motion by Council Member Loren, second by Council Member Neu to approve Consent Item C. Motion carried with the following vote:

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

PRESENTATIONS

Amy Williams, the Stewardship Program Manager for Putah Creek Council's One Creek Restoration Internship Program, gave a power point presentation and spoke about this summer's internship program, funded in part by a donation from the Winters Hispanic Advisory Committee. This program offers experiential internships to high school and college-age students, with a special focus in Winters, and provides a door to the field of watershed protection and environmental restoration. Some of the project sites included Lake Solano Park, Winters Nature Park Extension, Putah Creek Mitigation Site, South Form Preserve and UC Davis Riparian Reserve. Intern Francisco Guzman then gave his perspective of what skills he gained from participating in the program, including nursery management, trail maintenance, plant identification, removal of invasive species and leadership abilities.

Mayor Biasi thanked all the students who participated in creating the mural at Lorenzo's Market that depicts the Winters community, read aloud the proclamation, and presented proclamations to Lauren Gomez and Amanda Reynolds, the WHS students who were present at the meeting. WHS Art teacher Kate Humphrey thanked Valerie Whitworth for getting the project started and recognized Lauren Gomez, the founder of the new Art Club at WHS and a possible muralist for their next project site. The group is always looking for

resources and people to become involved. Valerie also recognized hard-working volunteer Rob Coman and said he deserves a proclamation of his own!

Eric Lucero, Public Works Superintendent, gave a power point presentation about the City's accessibility transition plan, which saw the 18/19 and 19/20 budget doubled from \$7,000 to \$15,000 at the request of Council and the City Manager. Eric then reviewed a list of completed and future sidewalk and ramp improvements that included costs for material, equipment and labor. Eric also provided an SB1 3-year project list (2017-2020) that included current and future ramp, sidewalk and curb repairs and road maintenance. Mayor Biasi thanked Eric and the entire public works crew for their good work and encouraged them to keep it up. Accessible sidewalks have been brought up by several people and the senior services plan includes accessibility. City Manager Donlevy gave Eric and his crew a lot of credit for getting so much accomplished on such a meager budget. Council Member Loren also expressed her gratitude for all the work that has been done.

DISCUSSION ITEMS

1. Rescheduling of the Public Hearing for the Proposed Update of the City of Winters 2003 Development Impact Fees Nexus Study (Open and Continue to 11/6)

Mayor Biasi said this item has been continued to the November 6th City Council meeting.

2. Sheila Allen, Report on Senior Services

Economic Development and Housing Manager Dan Maguire gave a brief overview and presented Sheila Allen, who was contracted through an Intergovernmental Agreement with Yolo County for recommendations to create sustainable senior services and programming. Sheila performed outreach into the senior community and interviewed 23 individuals, including representatives from three Winters senior groups, AARP, and Supervisor Don Saylor. She also distributed surveys for broader community input and received 137 surveys and broke it down into services and programs. Safe streets and sidewalks were of great concern, but the need for a senior center and transportation were identified as the most important needs. Sheila has prepared a Senior Resource Guide especially for Winters in English and Spanish, which can be found on the City's website with hard copies at City Hall. Sheila's recommendations include: starting a commission on aging, advisory to the City Council and the City Manager that would give Winters a countywide voice; a community/senior center, with a paid bilingual coordinator and support staff; services and educational

opportunities provided by non-profits and County organizations; additional transportation options; safe roads and sidewalks; safe and direct walking passage across Grant Avenue to grocery store; benefit from on-going older adult planning and age friendly network of communities as the groundwork has already been laid and significant data has been collected.

Council Member Neu thanked Sheila for a thorough report. Council Member Loren asked what the next step should be and Sheila said starting a Commission on Aging should be the first action. Mayor Biasi agreed and thanked Sheila for reaching out to the community. Winters resident Mary Ann Boyer said this is what the seniors need and totally supports it. An unidentified resident asked about senior housing and Dan said the senior apartment project expects to break ground in Spring, 2019, and will include a 14-month build. Dan recommended anyone interested in senior housing to put their name on an interest list for affordable housing. Julie Bates from AARP said under the City's leadership and Sheila's stewardship, Sheila's report sets the groundwork for age-friendly communities and eight domains of livability. Winters resident Valerie Whitworth said a commission may already be partially formed and the group is ready to go. Winters resident Wally Pearce said a senior task force is in place, but a commission is the way to go.

Mayor Biasi said this item will be brought back to a future agenda for further discussion and implementation.

3. Strategic Planning Calendar

City Manager Donlevy said staff has provided a draft strategic planning calendar for Council review that includes possible meeting dates and times and that stakeholders will be critically important to this process. One of the key aspects of the General Plan refresh will be to bring the document into a coincidence with the SACOG Blueprint and with the City's own local strategic planning. The City has adopted many plans based on the SACOG Blueprint Planning Guidelines and a General Plan refresh will be a way to update the goals within the current General Plan framework.

Kate Laddish thanked City Manager Donlevy for meeting with her for two hours yesterday to discuss the General Plan refresh. She stressed the importance of a robust General Plan refresh process with a lot of public comment. There is a lot of expertise within the community and requested that people be given an opportunity to plug in. The overall plan includes seven subsections that reflect the current understanding of the current climate and how it's changing, how it's impacting us, and how not to contribute to the problem. She asked how we're going to deal with extreme heat and how storm water will be used. She encouraged an ongoing conversation regarding issues of annexation in and outside the sphere of influence and public discussion regarding PACE (Property

Assessed Clean Energy) for future development to eliminate an “urban heat island.” Kate concluded by saying the community’s vision should be included in the general plan process.

Bonnie Dixon, 422 Russell St., said it was great that the City is doing a General Plan refresh and that it is important to give people the opportunity to provide input for this thorough and detailed process. Bonnie’s concerns included heat, fire risk, how the City plans to keep the community safe, and how it plans to adapt to the climate and mitigate climate change. She added it is also important to include affordable housing in the region and make careful decisions for building. Bonnie concluded by saying she appreciated the planning process and looks forward to participating.

City Manager Donlevy said he appreciated the input and said staff will look at the housing element, including environmental, in 2019, and will establish landmarks, benchmarks and goals.

Matt Keys from the Winters Express said he understands the importance of strategic planning meeting and said the calendar was good news. He asked about videotaping or live streaming these meetings as he likes to be kept in the loop. City Manager Donlevy said staff is looking into live streaming the meetings.

4. Valley Clean Energy Alliance (VCEA)

City Manager Donlevy said VCEA was formed in 2016 and membership currently includes Yolo County and the cities of Woodland and Davis. Through the Community Choice Aggregation program, members can pool the electricity demand of their residents and businesses, negotiate rates and purchase electricity on behalf of those customers.

Mitch Sears, VCEA Interim General Manager and Supervisor Don Saylor, who serves on the VCEA board, were present. VCEA also has an advisory committee that includes three people from each jurisdiction. VCEA is requesting a new member fee of \$25,000 to cover the cost of a complete overall analysis. VCEA has 55,000 customers in Yolo County with less than 5% opting out making it the people’s energy choice. Values and features include lower, competitive costs, green energy (42% vs. 27%), transparency, and accountability. Mitch said the Board of Directors have set up a system to accept new members and have formally invited Winters and West Sacramento to join the JPA. VCEA generates the energy and PG&E distributes it and bills for it. An opt-out program is also available. Council Member Anderson said VCEA has no control over the transmission and distribution of energy and said PG&E may not play ball. Mitch said there have been no reports of this kind of issue and that the Public Utilities Commission would be the backstop. He then reviewed the timeline and the

process for new communities that would be required to be completed by the end of December, 2018, for a roll out for City of Winters customers in early 2020.

Mayor Biasi said an e-mail had been received from resident Al Vallecillo supporting this program.

Bonnie Dixon, 422 Russell, strongly supports joining VCEA. It's affordable, clean energy and run by local elected officials and is part of the solution to climate change.

Kate Laddish, 400 Morgan St., said she was excited about the opportunity for Winters to join VCEA. She is an enthusiastic supporter and is pleased with the information. Transparency and the opportunity to take steps to address climate change issues allows individuals and businesses to make their own choice.

David Springer, 200 Madrone Ct., said a lot of effort has gone into pulling this together. \$25,000 is a tremendous value and this would be a great component for the climate action plan. David said he would be willing to serve on the board or advisory committee.

Mayor Biasi asked if the City of West Sacramento had become members. Mitch Sears said their Council members have indicated a strong interest and are considering membership in Spring 2021. Supervisor Saylor added that more members equal better negotiations.

Following additional discussion, Council Member Loren said she supported bringing the Community Choice Aggregation program to the City of Winters, citing cost stabilization for local businesses and local control of the benefit, as well as the opportunity to address climate change and to consider a clean option for the City of Winters. Council Member Anderson said generational issues would come into play, and Council Member Neu said although he likes the Vista program for gas, he is not sure about jumping into this so quickly. He said he supports the program, but the hurried timeline is an issue. Mayor Biasi said he can see the benefits, but wants to do community outreach and conduct a financial analysis. He doesn't want to rush into it.

City Manager Donlevy said \$25,000 does not sound like an unreasonable amount to obtain customer data and crunch the numbers. If given direction by the Council, staff will get with VCEA, figure out a timetable, when the new member fee is due, and establish the scope of work. Community outreach is also very important. The Council agreed unanimously to come up with the new member fee of \$25,000 to cover the cost of a complete overall analysis to see if it will work for the City of Winters.

5. City of Winters APP

City Manager Donlevy said the City of Winters App is a tool the City would like to implement that would give citizens the ability to communicate issues directly to the City by downloading the app and scanning a QR code. Mayor Biasi said the app has a lot of good features and asked about the app could include inspection requests and paying bills. Council Member Anderson asked whether the app would be senior friendly. Council Member Loren said seniors can take classes at the library, and classes could also be arranged to be held at the Senior Apartments and the Community Center. Go to the search engine, download and choose the City of Winters, or they can pick up the phone.

Motion by Council Member Neu, second by Council Member Loren to approve the development and purchase of a "City of Winters APP" for launch in 2019 at a cost not to exceed \$6,000. Motion carried with the following vote:

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

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

1. None

CITY MANAGER REPORT: The Building Department issued five permits during the inaugural TI Tuesday. The Chamber of Commerce's Harvest Festival will take place downtown on Friday, October 26th.

ADJOURNMENT: Mayor Biasi adjourned the meeting at 10:00 p.m.

Bill Biasi, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Second Amendment to Waste Management Contract

RECOMMENDATION: Staff recommends the Council approve the second amendment of the Waste Management(WM) Contract dated June 20, 2017, to include the option of overage and contamination charges to customers. .

BACKGROUND: The City adopted a new 10 year agreement with WM, on June 20, 2017. The recycling market has changed in recent months requiring loads to be cleaner and free of contaminants in order to be acceptable for recycling. Residents must be more conscientious about what they are putting into their recycling and organics containers in order for these loads to be recycled and composted, rather than ending up in the landfill. This amendment will allow WM to implement a contamination fee if customers do not sort their refuse/recycling and organics properly or overfill their containers. WM will be warning customers if these situations should arise prior to implementing a fine. The fine will be \$10.99 per cart per incident. This new policy would be effective November 7, 2018. WM has implemented this policy in many other cities, improving the quality of recyclable materials and reducing blight from spillage due to overfilled containers.

FISCAL IMPACT: \$10.99 could be charged to customers for contamination/overage incidents

Attachments: Amendment Draft
Sample Warning / Citation letters

**SECOND AMENDMENT TO
FRANCHISE AGREEMENT BETWEEN THE CITY OF WINTERS
AND USA OF CALIFORNIA, INC.**

This Second Amendment to Franchise Agreement (the "Second Amendment") is entered into this ___ day of _____, 2018 by and between the CITY OF WINTERS ("CITY") and USA WASTE OF CALIFORNIA, INC. (DBA Waste Management of Winters) ("CONTRACTOR"). The parties to this Second Amendment may be collectively referred to as the "Parties" and individually as a "Party". Capitalized terms in this Second Amendment shall have the meaning set forth in the Agreement, unless otherwise defined herein.

WHEREAS, CITY and CONTRACTOR are parties to a Franchise Agreement dated June 20, 2017 (the "Agreement") under which CONTRACTOR provides Collection Services in the Service Area. The Parties amended the Agreement on August 1, 2017 and wish to further amend it to add contamination fees in order to improve the quality of Recyclable Materials collected and to add overage fees to deter blight in the CITY.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. New Section 4.1(f): The following will be a new Section 4.1(f) in the Agreement:

CONTRACTOR is not obligated to collect Overage, unless caused by CONTRACTOR spillage of non-overloaded containers during collection. "Overage" is defined as (i) Solid Waste, Recyclable Materials or Organic Waste exceeding its container's intended capacity, or (ii) Solid Waste, Recyclable Materials or Organic Waste placed on top of or in the immediate vicinity of the container. CONTRACTOR shall have the option to collect Overage. If it does, CONTRACTOR will give the customer a written warning that Overage is not permitted and that subsequent incidents of Overage may result in an Overage Charge. Thereafter, CONTRACTOR may bill the customer an Overage Charge for each instance of Overage. The Overage fee is set forth in Exhibit 1, which is subject to adjustment pursuant to Section 17.2.

CONTRACTOR is not obligated to collect Recyclable Materials or Organic Waste containers with Contaminants (defined above). CONTRACTOR shall have the option to collect containers with Contaminants. If it does, CONTRACTOR will give the customer a written warning that Contaminants are not permitted and that subsequent incidents of Contaminants may result in a Contamination Charge. Thereafter, CONTRACTOR may bill the customer a Contamination Charge for each instance of Contaminants. The Contamination Charge is set forth in Exhibit 1, which is subject to adjustment pursuant to Section 17.2.

2. Effective **November 7, 2018**, Exhibit 1 of the Agreement is replaced by the Exhibit 1 attached hereto.

3. All provisions of the Agreement not modified by this Second Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF WINTERS

USA WASTE OF CALIFORNIA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



City of Winters
Exhibit 1

	New Total Monthly Rate (includes franchise charge)
Residential Contamination Per Incident- Recycle or Green Waste	\$10.99
Residential Overage per incident - all commodities	\$10.99

*Contamination and Overage charges are charged per cart per incident after 1 written warning.

All rates include franchise fee

15%

City of Winters
Warning Letter

<*Billing Name*>
<*Billing Address*>
<*Billing City*> , <*Billing State*> <*Billing Zip*>

<*Calendar Date*>
<*Account*>
<*Incident Date*>

Dear <*Billing Name*>

During our most recent service call to <*Service Address*> on <*Incident Date*> we noticed one of more of your containers were overfilled. The enclosed photo shows what we found on <*Incident Date*> .

Your container was [SERVICED/NOT SERVICED]. If your container was serviced, please note we can refuse service the next time we encounter an overfilled container. If not serviced, please remove the excess material before your next service day.

To avoid surcharges for overages, please make sure the lid can properly close. Extra material can be placed next to the container on your service day for an additional charge of \$7.00. The bag cannot exceed 20 lbs.

Mendocino County customers are subject to a "overage surcharge" as provided below:

- 1st Incident = No Surcharge
- 2nd Incident = \$10.99 per cart/per occurrence
- Subsequent Incidents = \$10.99per cart/per occurrence

Please help avoid problems caused by overfilling, such as litter, vector problems and general unsightliness.

Sincerely,

Waste Management of Winters

City of Winters
Charge Letter

<*Billing Name*>
<*Billing Address*>
<*Billing City*> , <*Billing State*> <*Billing Zip*>

<*Calendar Date*> Account: <*Account*> Incident: <*Reference Number*>

Dear <*Billing Name*> :

We previously sent you an incident Warning Letter about an overage in one or more of your containers.

During our most recent service call to your location on <*Incident Date*>, we noticed your waste container(s) were overfilled and overflowing. The enclosed photo shows you what we encountered.

As you can see from the photo, overfilling problems continue to occur at <*Customer Service Address*>. As a result, a fee of <*Overage Charge*> will appear on your next Waste Management invoice.

Mendocino County customers are subject to a "overage surcharge" as provided below:

- 1st Incident = No Surcharge
- 2nd Incident = \$10.99 per cart/ per occurrence
- Subsequent Incidents = Will incur the above charge per cart/per occurrence.

To avoid surcharges for overages, please make sure the lid can properly close. Extra material can be placed next to the container on your service day for an additional charge of \$7.00. The bag cannot exceed 20 lbs.

Cordially,

Waste Management of Winters

**Sacramento Yolo Mosquito & Vector Control District Report
October 16, 2018**

TO: Winters City Council
FROM: Gar House
SUBJECT: October 16, 2018 Meeting – Items of Potential Relevance to Winters

In my new capacity as representative of Winters, I attended the October 16, 2018, Board of Trustees meeting of the Sacramento Yolo Mosquito & Vector Control District (SYMVCD) held in Elk Grove. I reintroduced myself to board members I had met at the September meeting and also met Christopher Barker, board member from Davis.

Gary Goodman, Manager of SYMVCD, reported:

- The District's West Nile season was almost over
- Participating with USDA investigating impact of vector control on organic farms Farm

Marcia Reed, Lab & Surveillance, reported:

- Weekly mosquito trapping/surveillance shows an abundance of *Culiseta pipiens* above 5 year average, with other *Culiseta* species showing average numbers.
- Crows number one bird for West Nile, Scrub Jay and Magpies next in line.

Marty Scholl, Ecological Management, reported:

- New study using drone imaging that leverages identifying areas (e.g., field edges) of concentrated mosquito breeding may lead to reduction in amount of insecticide applied to rice fields (i.e., targeted insecticide application).

Luz Maria Robles, Public Outreach, reported:

- Dead Bird Call Back Program very important to spreading public awareness of West Nile Virus
- Most important messages: (1) Drain water from backyards & gardens, and (2) Apply repellent.

Comments from Board Members:

- Leverage testimonials and personal messages of West Nile survivors in various public messaging programs

Finally, to enhance my education and value as board member for the City of Winters, I am planning on attending the Mosquito and Vector Control Association of California (MVCAC) annual meeting in Burlingame, CA, February 3 -6, 2019.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Beverage Recycling Grant Budget Adjustment

RECOMMENDATION: Approval of Resolution 2018-64 for a Budget Adjustment of \$31,753 for the 2018-2019 budget cycle. Allow staff to use remaining balance of these grant funds to purchase recycling cans and park equipment.

BACKGROUND: The City has submitted grant applications annually for Cal Recycle Beverage Recycling Program, in the amount of \$5,000 annually. The goal of these funds is to encourage recycling throughout the City. In the past the City was able to use these funds to purchase park equipment such as picnic tables and benches made from recycled content materials. There was little oversight on spending these funds from Cal Recycle for many years. The City didn't always spend the allotted \$5,000 annually and as a result we have a large unspent balance of \$31,753. Staff plans on purchasing several picnic tables and benches and metal recycling/refuse containers to be used in our parks throughout the city, using up the entire fund balance in this fiscal year. In an effort to require more accountability for these funds, Cal Recycle has changed the annual reporting and spending guidelines as of 2014-15 budget cycles, and we can no longer purchase equipment made from recycled content and must submit expenditure certifications annually now. Currently we have been using funds for purchasing recycling containers, supporting Annual Coastal Cleanup efforts with Putah Creek Council and bringing a recycling performance group to the elementary schools.

FISCAL IMPACT: \$31,753 Budget adjustment from Beverage Recycling Program to 2018-19 budget.

Attachment: Resolution 2018- 64

RESOLUTION No. 2018-64

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WINTERS AMENDING THE
CITY OF WINTERS 2018-2019 ADOPTED OPERATING BUDGET**

WHEREAS, On June 19, 2018 the City Council of the City of Winters adopted operating budget for Fiscal Year 2018-2019 and 2019-2020; and

WHEREAS, expenditures for items not included in the budget are required;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2018-2019 be amended as follows:

Section 1: Increase budgeted expenditures in the following funds and accounts for fiscal year 2018-2019 for Beverage Recycling Grant Funds, move existing balance of \$31,753.00 to fund expenditures for this budget cycle

a. 291-52919-650 \$31,753.00

PASSED AND ADOPTED by the City Council, City of Winters, this 6th day of November 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Economic Development and Housing Manager
Colleen Brock, Senior Management Analyst, Yolo County Housing
SUBJECT: Approve Agreement for HOME Administrative Subcontractor Services -
Blue Mountain Terrace Senior Apartments Project

RECOMMENDATION: Staff recommends that City Council:

- 1) Receive Staff Report for 16-HOME-10803 procurement of Administrative Subcontractor for Blue Mountain Terrace Senior Apartments Project
- 2) Approve Agreement between City of Winters and R.L. Hastings & Associates for project set up and completion; project administration and oversight; project reporting, management and recordkeeping; and all aspects of labor standards compliance not to exceed \$50,500.

BACKGROUND:

In 2015, the City was approved for a grant (Agreement #16-HOME-10803) of \$2,515,080 through the State of California's HOME Program. Funds are for construction of a 63 unit, new rental multi-family affordable housing development for low-income senior households.

In order to meet the Special Conditions (Exhibit E) of the Agreement between the City of Winters and the State of California Housing and Community Development HOME Program, the City must comply with the following: *"Prior to commencement of the HOME Set-up process, Applicant shall complete a competitive Request for Proposal*

(RFP/Request for Qualification (RFQ) procurement process to select an Administrative Subcontractor to oversee the HOME requirements for Project Set Up through permanent loan conversion”.

A Request For Proposals (RFP) was mailed out on September 5, 2018 to twelve (12) Housing and Community Development Consultants. Proposals were due on September 26, 2018, via email. The RFP was also posted on the City’s website.

Proposals were received from three (3) Consultants:

- Laurin Associates,
- Housing Tools; and
- R.L. Hastings & Associates

Unlike construction bids, professional services contracts are evaluated on several criteria; cost is only one component and is not necessarily the final determining factor. The goal is to select the best professional services for the City. Criteria for evaluation are designed to assess qualifications and experience of the respondent. For this project, that also includes the ability to satisfy: 1) the objectives identified in the RFP; 2) the cost constraints of the grant funding; 3) the quality of the proposed service and (4) the commitment to an expedited process to meet urgent deadlines. An evaluation form was completed for each proposal, with a maximum amount of sixty (60) points. Three references were called per proposer and responses documented. All responses were positive. The scoring summary is as follows:

Scoring Summary	Laurin Associates	Housing Tools	R.L. Hastings
Project Familiarity	10	8	10
Project Experience	8	6	10
Management/Project Team	15	9	15
Cost of Proposal	8	6.5	8
Schedule & Scope of Work	6	6.5	8
Meets the criteria of the RFP	3	3	5
Total Score	50	39	56

Two proposers were scored lower in the areas of project experience, familiarity and team qualifications. Housing Tools had the least amount of experience with HOME state Admin Sub work in the last five years. Laurin Associates had more experience (8 projects) than Housing Tools, but much less than R.L. Hastings (73 projects).

Total cost range between all proposals was very competitive. Costs ranged from a low of \$47,170 to a high of \$55,200 with the difference between the top and bottom proposal at 15% (\$8,030); the difference between the lowest and middle proposal was 7% (\$3,330); the difference between the middle and the highest proposal was 8% (\$4,700).

Housing Tools proposed six project milestone in-person meetings which were not requested and the proposal did not clearly outline the required labor compliance monitoring work (although they stated in a follow up call that they would meet the criteria). As a result, Housing Tools was scored lower in those areas. Lauren Associates' proposal stated an assumed 12-month construction period in one section of the proposal and 14 months in another section. Costs, schedule and scope of work only reflected a set amount of months (14 months) for construction time with no flexibility in this area for delays/changes. Because of this, the proposal would appear to be open to possible overage costs if project didn't move forward within their projected allotment of time per task.

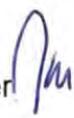
Given the complexity and timing of this project and the quantity of experience as an Administrative Subcontractor on HOME new construction projects, staff recommends R.L. Hastings and Associates as the proposed Administrative Subcontractor (Admin Sub) for this project. The proposed firm has completed 73 Administrative Subcontractor projects, the cost fell within the constraints of the grant amount and adheres to the criteria of the RFP. The difference in price between the lowest proposer and the recommended contractor is only \$3,330, at 7% difference, it is well below the 10% industry standard for consideration.

FISCAL IMPACT: There is no financial impact to the City's General Fund. If the City were to fail to award to a qualified Admin Sub, it would potentially put the HOME funds at risk of having the grant funding allocation terminated due to the State's requirements to include an Admin Sub. The cost of the Administrative Subcontractor will be paid from HOME General Administration, with any costs not covered by HOME funds to come from the City of Winters Housing Trust Fund.

CONCLUSION: Staff recommends that the City Council approve the agreement with R.L. Hastings and Associates.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Erica Jackson

RECOMMENDATION:

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

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is denied and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



P.O. Box 10730
Santa Ana, CA 92711-0730

September 26, 2018

City of Winters
C/O Crystal Zaragoza
318 1st St
Winters, CA 95694



RE:	OUR INSURED:	ERICA JACKSON
	OUR CLAIM NUMBER:	CAPA-00900564
	DATE OF LOSS:	JULY 15, 2018
	YOUR INSURED:	
	YOUR FILE NUMBER:	

Dear City of Winters:

We have obtained information suggesting that the damages incurred from the above-referenced loss were caused by your insured's negligence.

Enclosed for your review, please find copies of our supporting documentation. The breakdown of our payments is as follows:

Initial Repairs	\$2,694.66
Deductible	
Supplements	
Rental Expense	\$299.19
Out of Pocket Expense	
Other	
Salvage	
VLF, if applicable	
Total	\$2,993.85
Total Amount Due	\$2,993.85

Other:
Please review and issue payment.

If we receive a payment that is less than the amount shown above, it will be processed and applied as a partial payment only. This will not indicate any acceptance of liability or agreement to compromise the claim amount. Note that "Full or final settlement" or similar wording, whether on the payment itself or on accompanying correspondence, does not function as a release.

Should you have any questions or need additional information, please do not hesitate to contact me. Thank you for your cooperation.

Sincerely,
California Automobile Insurance Company

Claims Department
888-263-7287

Encl.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) Crystal Zaragoza

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

NAME OF CLAIMANT <u>Erica Jackson c/o California Automobile Ins Co</u> <u>Claim # CAPA-2990564</u>	Date of Birth of Claimant <u>1-18-1988</u>
Home Address of Claimant City and State	Occupation of Claimant
<u>Po Box 10730, Santa Ana, CA 92711</u>	Home Telephone Number
Business Address of Claimant City and State	Business Telephone Number
	<u>888-263-7287</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim.	
<u>Po Box 10730, Santa Ana, CA 92711</u> <u>888-263-7287</u>	
When did DAMAGE or INJURY occur? Date <u>7/15/18</u> Time <u>9PM PST</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____	

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

Grant Ave In city of Winters CA

Describe in detail how the DAMAGE or INJURY occurred:

Your Insured opened Door Into our Insured's vehicle.

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?

Officer Ramirez opened Door Into our Insured's vehicle.

Describe in detail each INJURY or DAMAGE.

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

Damages Incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 2,614 66	Future expenses for medical and hospital care.....	\$ _____
Expenses for medical and hospital care.....	\$ _____	Future loss of earnings.....	\$ _____
Loss of earnings.....	\$ _____	Other prospective special damages.....	\$ _____
Special damages for.....	\$ _____	Total estimate prospective damages.....	\$ _____

General Damages..... \$ _____
Total damages Incurred to date..... \$ 2,614 66

Total amount claimed as of date of presentation of the claim: \$ 2,993 85 (Rental & Repairs)

Was damage and/or injury investigated by police? _____ if so, what city? _____
Were paramedics or ambulance called? _____ If so, name city or ambulance _____
If injured, state date, time, name and address of doctor of your first visit _____

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

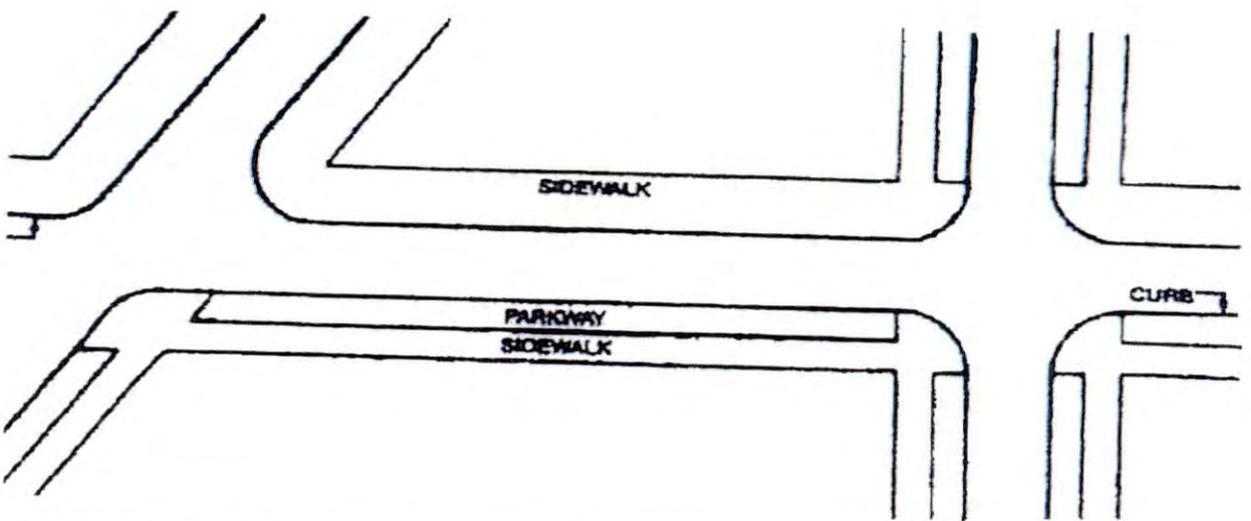
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

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



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <i>Andrew Villanueva</i>	PRINT Name Andrew Villanueva On Behalf of California Automobile Ins Co	Date: 9-26-2018
---	--	--------------------

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

Claim: CAPA-0090056400102 01

ERICA JORDAN



Photo 15.jpg



Photo 14.jpg



Photo 13.jpg



Photo 08.jpg

Claim: CAPA-0090056400102 01

ERICA JORDAN



Photo 10.jpg



Photo 11.jpg

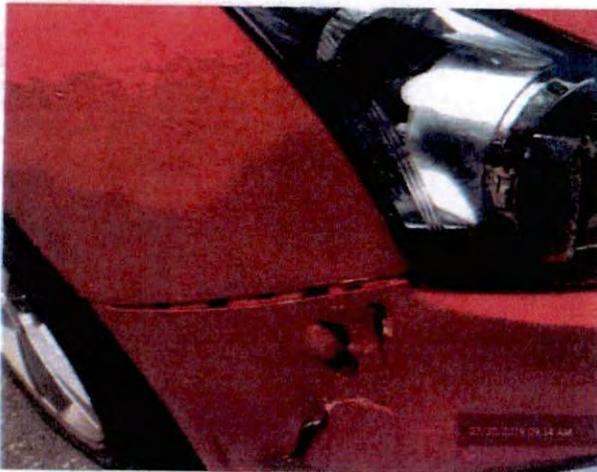


Photo 12.jpg



Photo 18.jpg

Go to (Alt+)

Desktop Claim (CAPA-00900564) Search Address Book Administration Vacation External Links

Pol: 040103110194776 (CAIC) | Insd: ERICA JACKSON | DOL: 07/15/2018 | Adj: Juned Ali (Capitol Claims - Lloyd) |

Actions

- Summary
- Workplan
- Claimant Status
- Loss Details
- Exposures
- Parties Involved
- Policy
- Financials
 - Summary
 - Transactions
 - Checks
 - Recovery Check
- Notes
- Documents
- eFolder
- Correspondence
- Plan of Action
- Services
- Subrogation
- Litigation
- History
- ENR/ Snapshot

Financials (Total Incurred: \$2,993.85): Summary

Scheduled Send D...	Issue Date	Check Number	Check Type	Pay To	Amount	Status
09/14/2018	09/14/2018	E000834579	Indemnity	ENTERPRISE RENT-A-CAR	\$299.19	Cleared
09/24/2018	09/24/2018	E000841588	Indemnity	KNIESEL'S COLLISION CE...	\$2,694.66	Cleared

Date: 9/22/2018 10:18 AM
 Estimate ID: CAPA-0090056400102
 Estimate Version: 5
 Supplement: 5 (F F) 9/22/2018 10:07:04 AM
 FINAL
 Profile ID: Mercury
 Quote ID: 34425323

KNEISEL'S COLLISION CENTER OF NATOMAS

1200 Del Paso Rd., Suite 140, Sacramento, CA 95834-1172
 (916) 419-4555

Damage Assessed By: John Estrada
 Supplemented By: Victor Elias
 Classification: Audit

Appraised For: Juned Ali
 (800) 827-1570 ext. 22254

Type of Loss: Collision
 Date of Loss: 7/15/2018
 Deductible: WAIVED
 Policy No: 040103110194776

Claim Number: CAPA-0090056400102

Insured: ERICA JORDAN
 Owner: ERICA JORDAN
 Address: 17 MAIN ST APT D, WINTERS, CA 95694
 Telephone:
 Cell Phone: (530) 204-9267

Contact Phone: (530) 204-9267

Mitchell Service: 911343

Description: 2015 Chevrolet Cruze LT
 Body Style: 4D Sed
 VIN: 1G1PE5SB4F7300161
 Mileage: 77,965
 OEM/ALT: A
 Color: RED
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN AM/FM STEREO, DRIVER AIRBAG, LEATHER SEAT FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL ALUM/ALLOY WHEELS, REMOTE IGNITION, TIRE INFLATION/PRESSURE MONITOR AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, LEATHER STEERING WHEEL SATELLITE RADIO, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR AUTOMATIC TRANSMISSION, TRIP COMPUTER, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS SIDE AIRBAGS, AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION MP3 PLAYER, DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL FRONT HEATED SEATS, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT STEERING WHEEL AUDIO CONTROLS

Vehicle Production Date: 6/15
 Drive Train: 1.4L Turbo Inj 4 Cyl 6A FWD
 License: 7MAZ990 CA
 Search Code: B849479

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
S5 1	103176	BDY	REMOVE/REPLACE	Frt Bumper License Plate Bracket	95426878	20.47 *	INC
S5 2	103035	BDY	REMOVE/REPLACE	R Frt Bumper Fog Lamp Bezel	42346547	140.28 *	INC #
S2 3	AUTO	BDY	REMOVE/INSTALL	Frt Bumper Cover			INC #
S2 4	101249	BDY	REMOVE/REPLACE	Frt Lwr Bumper Cover	** QRP Certified	30.00	INC #
5				OEM part at aftermarket price			
S5 6	102057	BDY	REMOVE/REPLACE	R Frt Bumper Bracket	95963876	20.72 *	
S2 7	101255	BDY	REMOVE/REPLACE	R Frt Bumper Guide	** QUAL REPL PART	4.00	0.2 #
8				OEM part at aftermarket price			
9	AUTO	BDY	OVERHAUL	Frt Bumper Cover Assy			2.9 #
S2 10	103041	BDY	REMOVE/REPLACE	Frt Bumper Cover	** QUAL REPL PART	348.00 *	INC #
11	AUTO	REF	REFINISH	Frt Bumper Cover			C 2.8
12				OEM part at aftermarket price			
13	103043	BDY	REMOVE/INSTALL	R Frt Bumper Fog Lamp Opening Cover	Existing		INC #
14	103044	BDY	REMOVE/INSTALL	L Frt Bumper Fog Lamp Opening Cover	Existing		INC #
15	103096	BDY	REMOVE/INSTALL	Upr Grille Assy			INC #
16	103102	BDY	REMOVE/INSTALL	Lwr Grille Assy			INC #
17	101915	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.4 #
S2 18	101293	BDY	REMOVE/REPLACE	R Park/Marker Lamp Assembly	** QUAL REPL PART	23.00	INC #
19				OEM part at aftermarket price			

ESTIMATE RECALL NUMBER: 07/30/2018 14:24:51 CAPA-0090056400102

Mitchell Data Version: OEM: SEP_18_V

Software Version: MAPP:SEP_18_V 7.1.231

Copyright (C) 1994 - 2018 Mitchell International
 All Rights Reserved

Page 1 of 4

Date: 9/22/2018 10:18 AM
 Estimate ID: CAPA-0090056400102
 Estimate Version: 5
 Supplement: 5 (F F) 9/22/2018 10:07:04 AM
 FINAL
 Profile ID: Mercury
 Quote ID: 34425323

Item #	Part #	Qty	Description	Part Description	Part Status	Price	Unit	Notes
S3 20	101912	BDY	REMOVE/INSTALL	R Fog Lamp				INC #
S2 21	102947	BDY	REMOVE/REPLACE	R Daytime Running Lamp	** QUAL REPL PART	144.00	0.1 #	
22				OEM part at aftermarket price				
23	100052	BDY	REPAIR	R Fender Panel	Existing		2.5* #	
24	AUTO	REF	REFINISH	R Fender Outside			C 2.1	
S1 25	900500	REF *	REFINISH/REPAIR	Partial Base / Full Clear- rt fender	Existing		-0.3*	
S2 26	100033	BDY	REMOVE/REPLACE	R Frt Lwr Fender Bracket	** QUAL REPL PART	17.00	0.1 #	
27				OEM part at aftermarket price				
S2 28		REF	REFINISH/REPAIR	R Frt Lwr Fender Bracket			0.5*	
S2 29	100035	BDY	REMOVE/INSTALL	R Rear Fender Shield	Existing		0.1 #r	
S2 30	100043	BDY	REMOVE/INSTALL	R Fender Liner	Existing		0.4 r	
S2 31	101072	BDY	REPAIR	R Frt Body Headlamp Mounting Panel -S	Existing		2.0* #	
S2 32	AUTO	REF	REFINISH	R Headlamp Panel			0.5	
S2 33	102232	BDY	REMOVE/REPLACE	R Engine Under Cover	** QUAL REPL PART	24.00	0.3	
34				OEM part at aftermarket price				
S2 35	102860	BDY	REMOVE/INSTALL	Lwr Air Cleaner Housing	Existing		0.6 r	
S4 36	101236	BDY	REMOVE/REPLACE	Air Cleaner Resonator	13337770	81.20 *	0.4 #	
S2 37	101936	BDY	REMOVE/INSTALL	R Cowl Top Grille			0.3* #	
38				set back				
39	101878	BDY	REMOVE/INSTALL	R Rocker Moulding			0.3*	
40				Loosen and drop due to prior damage				
S4 41	100050	BDY	REMOVE/REPLACE	R Cowl/Dash Front Pillar Applique	95486484	24.56 *	0.2 #	
42	AUTO	REF	ADD'L OPR	Clear Coat			1.5	
S1 43	900500	BDY *	REMOVE/REPLACE	Mask For Overspray	** QUAL REPL PART	12.00 *	0.0*	
S1 44	900500	BDY *	REMOVE/REPLACE	Restore Corrosion Protection	** QUAL REPL PART	6.00 *	0.3*	
S1 45	900500	BDY *	ADD'L LABOR OP	Color Sand and Polish	Existing		0.6*	
S2 46	900500	MCH*	REMOVE/REPLACE	pre-scan	New	100.00 *	0.0*	
S3 47	900500	BDY *	REMOVE/REPLACE	Post-Scan	New	0.00 *	0.0*	
48	AUTO		ADD'L COST	Paint/Materials		248.50 *		
49	AUTO		ADD'L COST	Hazardous Waste Disposal		3.00 *		

* - Judgment Item
 # - Labor Note Applies
 ** QRP Certified - Quality Replacement Parts - Certified
 ** QUAL REPL PART - Quality Replacement Parts
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

KEYSTONE-INS QUALITY PRT
 1627 ARMY CT.
 STOCKTON
 CA 95206
 (800) 366-7528 (209) 948-1101

4	** GM1228149C	30.00
7	** GM1043118	4.00
18	** GM2551198N	23.00
21	** GM2563107N	144.00
26	** GM1245111	17.00
33	** GM1228143	24.00

ESTIMATE RECALL NUMBER: 07/30/2018 14:24:51 CAPA-0090056400102

Mitchell Data Version: OEM: SEP_18_V

Software Version: MAPP:SEP_18_V

7.1.231

Copyright (C) 1994 - 2018 Mitchell International
 All Rights Reserved

Page 2 of 4

Date: 9/22/2018 10:18 AM
 Estimate ID: CAPA-0090056400102
 Estimate Version: 5
 Supplement: 5 (F F) 9/22/2018 10:07:04 AM
 FINAL
 Profile ID: Mercury
 Quote ID: 34425323

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	11.7	73.00	0.00	0.00	854.10	Taxable Parts	995.23
Refinish	7.1	73.00	0.00	0.00	518.30	Parts Adjustments	19.36-
						Sales Tax @ 7.750%	75.63
					1,372.40	Total Replacement Parts Amount	1,051.50
Non-Taxable Labor							
Labor Summary	18.8				1,372.40		
III. Additional Costs					Amount	IV. Adjustments	Amount
Taxable Costs					248.50	Insurance Deductible	WAIVED
Sales Tax @ 7.750%					19.25	Customer Responsibility	0.00
Non-Taxable Costs					3.00		
Total Additional Costs					270.76		
Paint Material Method: Rates Init Rate = 35.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
						I. Total Labor:	1,372.40
						II. Total Replacement Parts:	1,051.50
						III. Total Additional Costs:	270.76
						Gross Total:	2,694.66
						IV. Total Adjustments:	0.00
						Net Total:	2,694.66
						Less Original Net Total:	531.83
						Net Supplement Amount:	2,162.83
						S1: John Estrada	51.89
						S2: John Estrada	2,367.47
						S3: Blake Gilpin	177.05-
						S4: Victor Elias	17.46-
						S5: Victor Elias	62.02-

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Insurance Co: MERCURY INSURANCE GROUP

Inspection Site: KNIESEL'S COLLISION CENTER/NATOMAS
 Address: 1200 DEL PASO RD STE 140
 SACRAMENTO, CA 95834-1172
 Inspection Date: 8/29/2018

Body Shop: KNIESEL'S COLLISION CTR OF NATOS
 Address: 4660 Pacific Street, Ste. 120
 Rocklin, CA 95677
 Fax Phone: (916) 419-8555
 Email: tomj@kniefels.com

ESTIMATE RECALL NUMBER: 07/30/2018 14:24:51 CAPA-0090056400102

Mitchell Data Version: OEM: SEP_18_V

MAPP:SEP_18_V

Copyright (C) 1994 - 2018 Mitchell International

Software Version: 7.1.231

All Rights Reserved

Page 3 of 4

Date: 9/22/2018 10:18 AM
Estimate ID: CAPA-0090056400102
Estimate Version: 5
Supplement: 5 (F F) 9/22/2018 10:07:04 AM
FINAL
Profile ID: Mercury
Quote ID: 34425323

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS
SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER
OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT
PARTS ARE PROVIDED BY THE MANUFACTURER
OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER
OF YOUR VEHICLE.

PURSUANT TO CALIFORNIA CODE OF REGULATIONS, TITLE 10, CHAPTER 5,
SUBCHAPTER 7.5, SECTION 2695.8 THE INSURER WARRANTS
THAT ANY NON-ORIGINAL EQUIPMENT MANUFACTURER PARTS SPECIFICIED IN THIS
ESTIMATE ARE AT LEAST EQUAL TO THE ORIGINAL
EQUIPMENT MANUFACTURER PARTS IN TERMS OF KIND, QUALITY, SAFETY, FIT
AND PERFORMANCE.

*****Inspection Summary Information*****

Vehicle arrival date?
Was vehicle driven in, towed in or delivered by Road America?
Inspection date?
Number of business days to repair?
Was the estimate given to the owner?
Send payment to facility?
Is the vehicle a Partial Loss or a Total Loss?
*****CARS Alternate Part Summary*****
Were Alternate Parts available?
Name of Alternate Part reference source?
Alternate Part reference phone number?

ESTIMATE RECALL NUMBER: 07/30/2018 14:24:51 CAPA-0090056400102

Mitchell Data Version: OEM: SEP_18_V

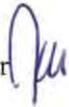
Software Version: MAPP:SEP_18_V
7.1.231

Copyright (C) 1994 - 2018 Mitchell International
All Rights Reserved

Page 4 of 4



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Brad L. Lopez, Fire Captain
SUBJECT: Image Trend Report Management Software

RECOMMENDATION:

The Fire Department staff recommends authorization for the City Manager to secure contract services with Image Trend for the Fire Department's Report Management Software (RMS).

BACKGROUND:

The Fire Department currently uses Firehouse Software by ESO for incident reporting. Firehouse Software services and support has changed ownership twice in the past couple years which has resulted in poor and unsupported services. Requests for support services are not responsive and are often left unresolved. Additionally, Firehouse does not support a cost effective solution to provide for Computer Aided Dispatching (CAD) integration between Yolo Emergency Management Agency (YECA) and the Fire Department's RMS system. Many departments in Yolo County have expressed similar frustrations and are seeking other RMS vendors.

Incident Reporting, Data Collection and Analysis are important tools for the Fire Department. This allows us to generate statistical reports, develop charts, graphs and assess areas of risk, identify response times for emergencies as well as manage our fleet, building/occupancy inspections, personnel and training records. Firehouse software is costing a significant amount of staff hours annually in order to reconcile incident reports and produce reports, such as our Annual Report.

As a result the Fire Department has solicited to the following vendors, Zoll, Emergency Reporting and Image Trend to obtain quotes for a new RMS system. Image Trend provided a more

affordable option for RMS software that better fit the needs for the Fire Department. Yocha Dehe Fire Department also uses Firehouse Software and they have also explored like vendors with Image Trend providing a more affordable solution. As a result, both Yoch Dehe Fire and Winters Fire Department, through a joint venture, have the opportunity to secure an RMS software at an even lower cost as opposed to each agency purchasing one alone. Because both departments are very similar in call volume and utilize the same dispatching center, YECA, Image Trend has provided us a multi-agency use discount. Other departments within the county have expressed interest however, Yocha Dehe and Winters Fire Departments are eager to move forward and agree this is a cost effective solution for our RMS needs. Additionally, in order to comply with State and Federal requirements, Fire Departments are required to provide annual reporting to the California All Incident Reporting System (CAIRS) and National Fire Incident Reporting System (NFIRS) in order to be eligible for various state and federal grant funding.

FISCAL IMPACT:

The Fire Department has implemented plans into the existing two-year budget that would allow for the funding of these changes. Below is pricing agreement to purchase licensing from Image Trend Software. In comparison to the currently used Firehouse Software and Image Trend, we are looking at an increase cost of approximately \$1,875.00 annual increase.

Pricing Agreement

Description	Units	Price	Extended
ImageTrend Elite™ Rescue License	1	\$7,500.00	\$7,500.00
ImageTrend Elite™ Rescue Setup	1	\$1,500.00	\$1,500.00
ImageTrend Elite™ Field Site License	1	\$2,500.00	\$2,500.00
ImageTrend Elite™ Mobile Fire Inspections Setup Fee	1	\$750.00	\$750.00
Webinar Training Sessions (2 hr Session)	3	\$175.00	\$525.00

TOTAL One-Time Fees **\$12,775.00**

Recurring Fees	Units	Price	Extended
ImageTrend Elite Rescue Hosting	1	\$1,875.00	\$1,875.00
ImageTrend Elite Rescue Support	1	\$1,500.00	\$1,500.00
CAD Distribution – CAD Vendor: TriTech	1	\$1,750.00	\$1,750.00
ImageTrend Elite™ Field Support	1	\$500.00	\$500.00
ImageTrend Elite™ Mobile Fire Inspections Support	1	\$150.00	\$150.00

TOTAL Recurring Fees **\$5,775.00**

TOTAL Year 1 **\$18,550.00**

SOFTWARE LICENSING AGREEMENT

CONTRACT NO.: 400444

BETWEEN

WINTERS FIRE DEPARTMENT
700 MAIN ST.
WINTERS, CA 95694

AND

IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044

IMAGETREND®

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and Winters Fire Department (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Custom Development" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

"ePCR" means an Electronic Patient Care Report

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the CLIENT sends a vehicle to a potential or actual patient.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form,

user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Perpetual License” means an unlimited use of software without rights for resale.

“Reference” means referral in the promotion of IMAGETREND’S software to other potential CLIENTS.

“Run(s)” means an incident where the CLIENT sends a vehicle to a potential or actual patient.

“Software” means the computer program(s) in machine readable object code form listed in Exhibit “A”, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

“Statement of Work” means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

“Support” means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND’s offices.

“Upgraded Version” means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE PERPETUAL USE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software is the property of the CLIENT.

IMAGETREND may use CLIENT data for the following purposes and subject to any Business Associate Agreement between the parties: 1) As permitted by any Business Associate Agreement between the parties, or 2) for providing support to CLIENT, 3) As necessary to perform services or deliver goods as required by this AGREEMENT, 4) to train artificial intelligence, machine learning, or other algorithms which utilize data to learn or adjust the operation of the algorithm, or 5) to create a de-identified data set as explained in the next sentence, or 6) as otherwise permitted in writing by CLIENT. Notwithstanding any term to the contrary, IMAGETREND may create a de-identified data set of CLIENT's data ("the De-identified Data Set") and IMAGETREND may, in IMAGETREND's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this AGREEMENT, 2) applicable law and regulation, e.g. State and Local data breach law and HIPAA/HITECH, 3) notwithstanding any of the prior, IMAGETREND shall not attempt to re-identify any de-identified records

CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. This copyright assignment is necessary to allow ImageTrend to legally share CLIENT configurations as the system's administrator directs in the Library. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to

accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.

- A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.
- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

- A. **SUPPLY OF SOFTWARE AND LICENSED INFORMATION.**
IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.
- B. **MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.**
During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.
- C. **INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**
1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online

- training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

SECTION 6. MAINTENANCE AND SUPPORT.

- A. Application use support as detailed in Service Level Agreement Exhibit B.
- B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.
- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

- A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
- B. The fees for this contract are as detailed in the attached Exhibit A.
- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain or is otherwise required to be disclosed under state or federal law, including but not limited to the California Public Records Act (Gov't Code §6250 *et seq.*); (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known

publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.

IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY IMAGETREND WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 10. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

SECTION 13. TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of California without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT: Winters Fire Department
700 Main St.
Winters, CA 95694

ATTENTION: Brad Lopez

TO IMAGETREND: ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (California) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any California court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 22. INTERPRETATION.

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT"

"IMAGETREND"

By: _____

By: _____

Name: _____

Name: Michael J. McBrady

Title: _____

Title: President

Dated: _____

Dated: _____

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT E – Tax Exemption Certificate

EXHIBIT A – PRICING AGREEMENT

IMAGETREND's license and annual support are based upon 1,500 annual incidents as provided by CLIENT. IMAGETREND reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the CLIENT, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to IMAGETREND.

Pricing Agreement

Description	Units	Price	Extended
ImageTrend Elite™ Rescue License	1	\$7,500.00	\$7,500.00
ImageTrend Elite™ Rescue Setup	1	\$1,500.00	\$1,500.00
ImageTrend Elite™ Field Site License	1	\$2,500.00	\$2,500.00
ImageTrend Elite™ Mobile Fire Inspections Setup Fee	1	\$750.00	\$750.00
Webinar Training Sessions (2 hr Session)	3	\$175.00	\$525.00

TOTAL One-Time Fees **\$12,775.00**

Recurring Fees	Units	Price	Extended
ImageTrend Elite Rescue Hosting	1	\$1,875.00	\$1,875.00
ImageTrend Elite Rescue Support	1	\$1,500.00	\$1,500.00
CAD Distribution – CAD Vendor: TriTech	1	\$1,750.00	\$1,750.00
ImageTrend Elite™ Field Support	1	\$500.00	\$500.00
ImageTrend Elite™ Mobile Fire Inspections Support	1	\$150.00	\$150.00

TOTAL Recurring Fees **\$5,775.00**

TOTAL Year 1 **\$18,550.00**

Optional*	Units	Price	Extended
Out of Scope billed at \$175/Hour		\$175.00	
Onsite Training Sessions @ \$1,400/day		\$1,400.00	
Travel per Trainer (for Onsite Training at Client's Facility Training)*** @ \$1,750/trainer/trip		\$1,750.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours) \$350/session		\$350.00	

*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

Payment Terms:

- a. The above mentioned items will be invoiced upon Contract signature with payment terms of Net 30 Days.
- b. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- c. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.

- d. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.
- e. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable
Note: If CLIENT would like to schedule Onsite Training on the weekend, additional fees may apply.
Note: IMAGETREND is not responsible for any CAD Vendor requirements and any associated fees
Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports

Pricing escalation factors:

- a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

Statements/Invoices should be mailed to:

Brad Lopez
Winters Fire Department
700 Main St.
Winters, CA 95694
Phone: 530-795-4131 ext.232
Email: brad.lopez@wintersfire.org

ImageTrend Salesperson Contact:

Tori Koistinen
952-469-1589
tkoistinen@imagetrend.com
contracts@imagetrend.com

EXHIBIT B – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0

This agreement exists for the purpose of creating an understanding between IMAGETREND and CLIENT who elect to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed IMAGETREND Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

1. Hosting at the ImageTrend's Datacenter

IMAGETREND's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

Hardware

IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2012
 - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

Data Integrity

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

2. Application and Hosting Support

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support

Email: support@imgtrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

Online Support

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a CLIENT submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should CLIENTS wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

IMAGETREND takes all efforts to correct malfunctions that are documented and reported by the CLIENT. IMAGETREND acknowledges receipt of a malfunction report from a CLIENT and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: IMAGETREND Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after IMAGETREND Return Call to Licensee of Notification Acknowledgement of an error.
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon. 	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one CLIENT and deemed to be outside of the original scope of the product, then a change order is written and presented to the CLIENT. These requests are subject to our standard rates and mutual agreement. CLIENTS review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes but not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND's standard hourly rate.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the CLIENT's responsibility to accept all offered updates and upgrades to the system. If the CLIENT does not accept these, CLIENT should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any CLIENT specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND's implementation staff or the CLIENT's administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated _____, 2018 (the “Effective Date”), is entered into by and between Winters Fire Department, a California corporation (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in

the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements and as otherwise permitted by the Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate

and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation**

- a. **HIPAA Data Breach Notification and Mitigation**. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws**. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to

the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall

have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:

- i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
 - a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem

appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

By: _____

(Print or Type Name)

(Title)

Date: _____

BUSINESS ASSOCIATE:

By: _____

Michael J. McBrady

(Print or Type Name)

President

(Title)

Date: _____

EXHIBIT D – INSURANCE CERTIFICATE

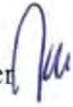
Intentionally left blank

EXHIBIT E – TAX EXEMPTION CERTIFICATE

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Adopt Resolution No. 2018- 66, to Accept a Grant Deed for a 10' Public Utility Easement – Olive Grove Phase 1 Map #5066

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2018- 66, to accept a Grant Deed for a 10' Public Utility Easement – Olive Grove Phase 1 Map #5066; and
2. Authorize the City Clerk to record the Grant Deed on the City's behalf.

BACKGROUND: On March 20, 2018 the City Council reviewed and approved the Olive Grove Phase 1 Final Map #5066. Olive Grove, Phase 1 includes 5 lots along Hemenway. The proposed improvements include driveways, curb, gutter, and sidewalk consistent with the adjacent improvements, utility services, street lights, and signing and striping.

DISCUSSION: Public Utility Easements (PUE) are required on the various newly-created Parcels, for extension of public utilities across and through the Parcels. The approved Final Map for Olive Grove Phase 1 included a 10' OUE along the frontage of Hemenway. The attached Grant Deed facilitates the conveyance of this easement.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachments: Resolution No. 2018-66
Grant Deed and Exhibit

RESOLUTION NO. 2018 - 66

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ACCEPTING THE GRANT DEED FOR A 10' PUBLIC UTILITY EASEMENT –
OLIVE GROVE PHASE 1 MAP #5066**

WHEREAS, in order to maintain and upgrade public works facilities, and provide access and utility service to parcels, it is sometimes necessary to obtain easements from private property owners that subdivide land; and

WHEREAS, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a property owner to dedicate or make an irrevocable offer of dedication of all parcels of land that are needed for public utility easements; and

WHEREAS, such dedications of land for said purposes shall be made by deed; and

WHEREAS, the On March 20, 2018 the City Council reviewed and approved the Olive Grove Phase 1 Final Map #5066; and

WHEREAS, said Map includes a 10' Public Utility Easement (PUE) along the frontage of Hemenway; and

WHEREAS, adoption of this Resolution will accept the Grant Deed for conveyance of the 10' PUE on Olive Grove Phase 1 Final Map #5066, and authorize the City Clerk to record the Grant Deed on behalf of the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters as follows:

1. Accept a Grant Deed for a 10' Public Utility Easement – Olive Grove Phase 1 Map #5066; and
2. Authorize the City Clerk to record the Grant Deed with the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 6th day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bill Biasi, MAYOR

ATTEST:

Tracy Jensen, City Clerk

RECORDING REQUESTED BY:
CITY OF WINTERS, CITY
ENGINEER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
City Clerk
City of Winters
318 First Street
Winters, CA 95694

DOCUMENT TRANSFER TAX \$ _____

Signature of declarant determining tax

G R A N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The undersigned Grantor(s),

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property situate in the County of Yolo, State of California, described as follows:

A permanent Public Utility Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement being more particularly described in Exhibits A and B attached hereto and made a part hereof, and;

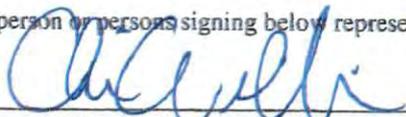
The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

Grantor Further Grants to Grantee the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.
3. Review and control all signage and other appurtenances on said easement.
4. Review and control all vehicle access across said property

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The person or persons signing below represent that he/she/they is/are the party/parties with an interest in the property described herein.

By: 
SLO RENTALS, LLC
CHRISTOPHER WILLIAMS - MANAGER

By: _____

By: _____

By: _____

Dated this 29th day of October, 2018

- Attached CA. Ack
10/29/2018 AM

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

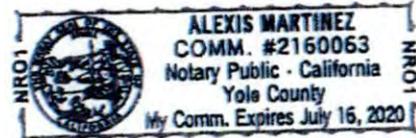
State of California
County of YOLO

On 10/29/2018 before me, ALEXIS MARTINEZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared CHRISTOPHER ARN WILLIAMS
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alexis Martinez (Seal)

EXHIBIT A

PUBLIC UTILITY EASEMENT

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Lots 1 - 5, Book 2018 of Maps, at Pages 76-78, Yolo County Records, and being more particularly described as follows:

THE Easterly 10.00 feet of said Lots 1 - 5.

Containing 3,046 square feet of land, more or less.

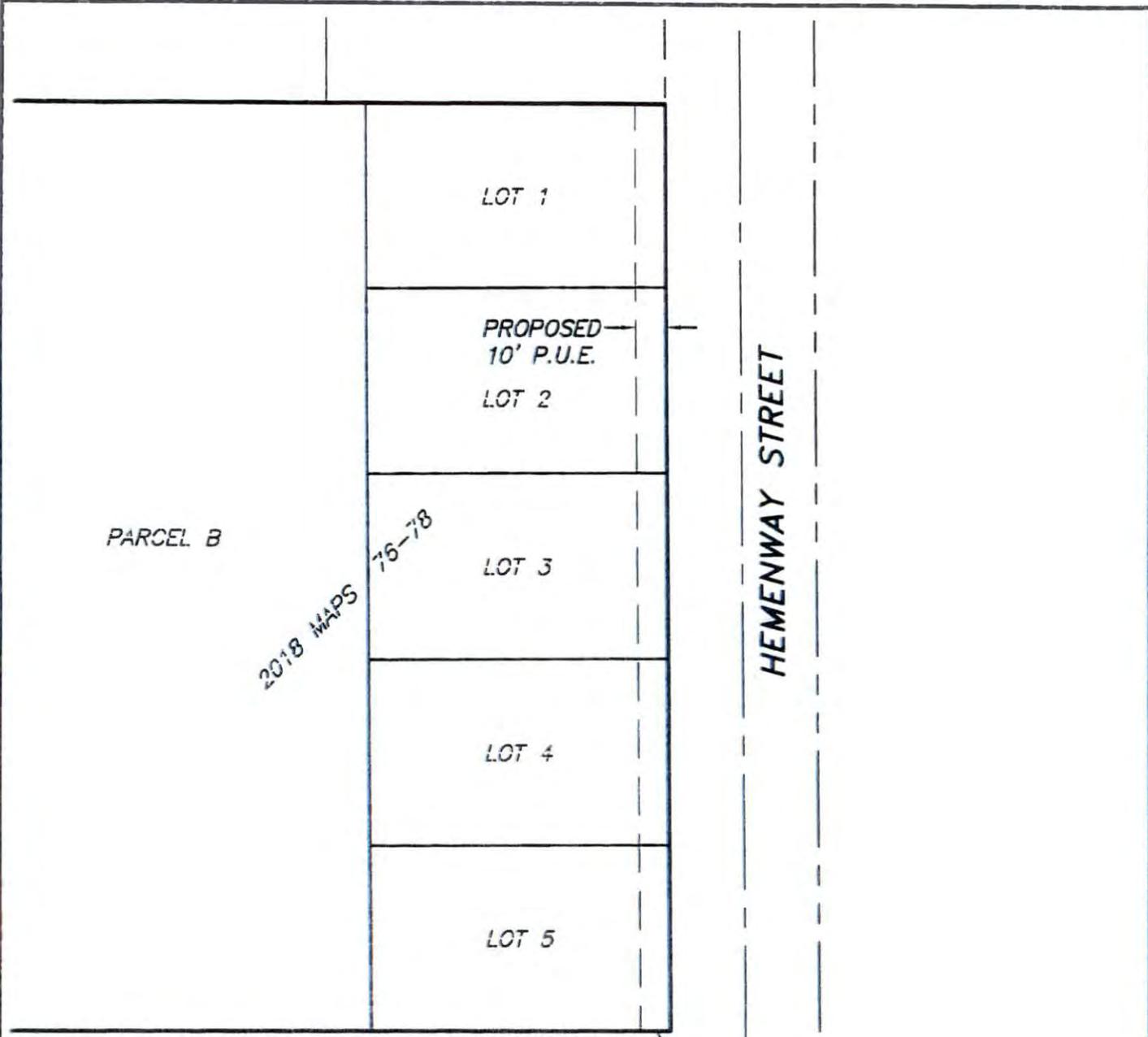
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.




Bryan P. Bonino, L.S. 7521


Date



PARCEL B

LOT 1

PROPOSED
10' P.U.E.
LOT 2

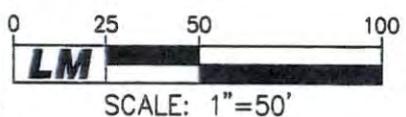
LOT 3

LOT 4

LOT 5

2018 MAPS 76-78

HEMENWAY STREET



**EXHIBIT B
PUBLIC UTILITY EASEMENT
FOR
OLIVE GROVE PHASE 1**

LOCATED IN A PORTION OF SECTION 21,
TOWNSHIP 8 NORTH, RANGE 1 WEST,
MOUNT DIABLO MERIDIAN,
CITY OF WINTERS, YOLO COUNTY,
CALIFORNIA

SHEET 1 OF 1 OCTOBER 29, 2018

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 862-4602

X:\Land Projects\1963-2-4\dwg\1963-2-4_EXH_PUE Phase 1



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager. 
FROM: Alan Mitchell, City Engineer
SUBJECT: Irrevocable Offer of Dedication of Right of Way and Public Utility Easement for the Callahan Estates Phase 1 Final Map #4508

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2018-63, to consent to accept an Irrevocable Offer of Dedication (IOD) of Right of Way and Public Utility Easement, for the Callahan Estates Phase 1 Final Map #4508; and
2. Direct the City Clerk to sign and record the record the Certificate of Acceptance with the County Recorder.

BACKGROUND: The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, open space, including access rights and abutters' rights, drainage, public utility easements, and other public easements.

On June 19, 2018, the City Council adopted Resolution No. 2018-24, to consent to an Irrevocable Offer of Dedication (IOD) of Right of Way and Public Utility Easement for the Callahan Estates Phase 1 Final Map #4508.

DISCUSSION: On October 2, 2018, the City Council accepted the public improvements for the subdivision, and a Notice of Completion was recorded. Therefore the City should accept the offers of dedication for rights of way and public utility easements.

Staff recommends the City Council adopt Resolution No. 2018-63, to consent to accept an Irrevocable Offer of Dedication (IOD) of Right of Way and Public Utility Easement, for the Callahan Estates Phase 1 Final Map #4508; and direct the City Clerk to sign and record the record the Certificate of Acceptance with the County Recorder.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachments: Resolution No. 2018-63 and Certificate of Acceptance

RESOLUTION NO. 2018 - 63

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
TO CONSENT TO ACCEPT THE IRREVOCABLE OFFER OF DEDICATION (IOD) OF RIGHT
OF WAY AND PUBLIC UTILITY EASEMENT FOR THE CALLAHAN ESTATES PHASE 1
FINAL MAP #4508.**

WHEREAS, in order to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights of way and easements from private property owners that create a subdivision; and

WHEREAS, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

WHEREAS, the City Council on June 19, 2018 approved Callahan Estates Phase 1 Final Map #4508, which included various road and alley rights of way, and public utility easements; and

WHEREAS, the City Council on June 19, 2018 adopted a Resolution consenting to the Irrevocable Offer of Dedication for various rights of way and public utility easements, for said Map #4508; and

WHEREAS, the Irrevocable Offer of Dedication was recorded on August 7, 2018; and

WHEREAS, the City Council on October 2, 2018 accepted the public improvements, and a Notice of Completion was filed; and

WHEREAS, the adoption of the Resolution will consent to accepting the Irrevocable Offer of Dedication of various rights of way and public utility easements, for Callahan Estates Phase 1 Final Map #4508.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters as follows:

1. Consent to accepting the Irrevocable Offer of Dedication of various rights of way and public utility easements, for Callahan Estates Phase 1 Final Map #4508, and
2. Direct the City Clerk to sign and record the Certificate of Acceptance.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 6th day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Bill Biasi, MAYOR

Tracy Jensen, City Clerk

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by an Irrevocable Offer of Dedication dated June 14, 2018 and recorded as Document No. 2018-0018648-00 in the Official Records of Yolo County, from Crowne Communities Winters CA LLC to the City of Winters, a California municipal corporation ("City"), is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 2018-63 of the City Council adopted on November 6, 2018.

Dated: _____

CITY OF WINTERS

By: _____
Tracy S. Jensen
City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer/Dan Maguire, Economic Development & Housing Manager
SUBJECT: Adopt Resolution No. 2018- 67, to Accept a Grant Deed to Create and Convey a Parcel to the City from Domus GP, LLC – Blue Mountain Terrace

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2018-67, to Accept a Grant Deed to Create and Convey a Parcel in Fee Interest to the City from Domus GP LLC – Blue Mountain Terrace and
2. Authorize the City Clerk to record the Grant Deed on the City’s behalf.

BACKGROUND: On November 25, 2014, the Planning Commission reviewed and approved the Domus Senior Housing Project, CUP/DR 2014-04, which includes a Community Center on the NE corner of Baker and East. Over the past few years, the City and Domus have been working on financing for the affordable housing project.

DISCUSSION: In order to move forward with the senior housing development in a timely manner, the City Council had previously approved the bifurcation of this project. The Senior Center will move forward separately at a later date. Completing the lot split allows the senior housing component to move forward and preserves the City's right to pursue a development grant and proposal on the lot without other issues or encumbrances.

Typically a Parcel Map is required for division of a parcel into less than 5 parcels, but in Section 66428(a) of the Map Act there is an exception for the need for a Parcel Map for “Lands conveyed to or from a governmental agency, public entity...”. In this case, the City will own the community center land and Domus will own the land the apartments are on.

Domus’ Engineer prepared a description and exhibit, which are attached to a Grant Deed. The Grant Deed will convey the community center parcel to the City. The other parcel will be retained by Domus for the affordable housing project. Once the City owns the parcel, we plan to apply for a CDBG grant under the 2018-2019 NOFA, and having site control makes our application more competitive.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachments: Resolution No. 2018-67
Grant Deed and Exhibit

RESOLUTION NO. 2018 - 67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ACCEPTING A GRANT DEED TO CREATE AND CONVEY A PARCEL IN FEE
INTEREST TO THE CITY FROM DOMUS GP LLC – BLUE MOUNTAIN TERRACE**

WHEREAS, on November 25, 2014, the Planning Commission reviewed and approved the Domus Senior Housing Project, CUP/DR 2014-04; and

WHEREAS, said Project includes an Affordable Housing Complex, and a Community Center Building on the northeast corner of Baker and East; and

WHEREAS, Domus agreed to split the Parcel into two parcels, and grant one of the parcels to the City for the community center; and

WHEREAS, a Grant Deed with a legal description and exhibits was prepared by a licensed professional, to split the parcel into two parcels, for conveyance of one of the parcels to the City; and

WHEREAS, in Section 66428(a) of the Subdivision Map Act there is an exception for the need for a Parcel Map for “Lands conveyed to or from a governmental agency, public entity...”, therefore a Parcel Map is not required; and

WHEREAS, adoption of this Resolution will accept a Grant Deed to create and convey a Parcel in Fee Interest to the City from Domus GP LLC – Blue Mountain Terrace, and authorize the City Clerk to record the Grant Deed on behalf of the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters as follows:

- Accept a Grant Deed to create and convey a Parcel in Fee Interest to the City from Domus GP LLC – Blue Mountain Terrace, and
- Authorize the City Clerk to record the Grant Deed on the City’s behalf.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 6th day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bill Biasi, MAYOR

ATTEST:

Tracy Jensen, City Clerk

RECORDING REQUESTED BY:
CITY OF WINTERS, CITY ENGINEER

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

WHEN RECORDED MAIL
TO:
City Clerk
City of Winters
318 First Street
Winters, CA 95694

DOCUMENT TRANSFER TAX \$ _____

Signature of declarant determining tax

G R A N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The undersigned Grantor(s),

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property situate in the City of Winters, County of Yolo, State of California, described as follows:

See Exhibits A and B attached hereto and made a part hereof.

The person signing below represent that she is the representative parties with an interest in the property described herein.

BLUE MOUNTAIN TERRACE ASSOCIATES, L.P. a California limited partnership

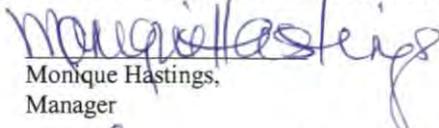
ADMINISTRATIVE GENERAL PARTNER:

Domus GP LLC, a California limited liability company

By: Domus Development, LLC, a California limited liability company, a member

By: MNJ Development, LLC, a California limited liability company, a member

By: Newport Partners, LLC, a California limited liability company, its sole member

By: 
Monique Hastings,
Manager

Dated this 19th day of Oct, 2018

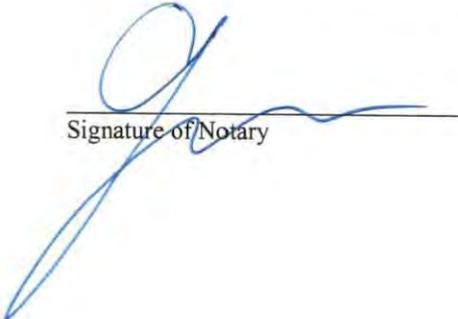
NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/19, 2018, before me, Grace Cheng, a notary public, personally appeared Monique Hastings, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



NOTARY SEAL

EXHIBIT "A"

PROPERTY DESCRIPTION

Page 1 of 1

GRANT DEED

A portion of "Grant Deed" as shown on Document No. 2016-0010383-00, City of Winters, Yolo County Records, California, being more particularly described as follows:

Beginning at the westernmost corner of said "Grant Deed", said point being on the northeasterly Right-of-Way of East Street; thence the following seven (7) courses:

- 1) Leaving said Right-of-Way of East Street, along the northwesterly line of said "Grant Deed" North 65°00'00" East, 167.78 feet;
- 2) Thence leaving said northwesterly line, South 25°00'00" East, 32.00 feet;
- 3) Thence North 65°00'00" East, 8.00 feet;
- 4) Thence South 25°00'00" East, 56.65 feet, to a point on the northwesterly Right-of-Way of East Baker Street;
- 5) Thence along the northwesterly Right-of-Way of East Baker Street, South 65°00'00" West, 142.30 feet;
- 6) Thence along a tangent curve to the right, having a radius of 33.50 feet, a central angle of 90°01'19", and an arc length of 52.63 feet, to a point on the northeasterly Right-of-Way of East Street;
- 7) Thence along said northeasterly Right-of-Way of East Street, North 24°58'41" West, 55.14 feet to the **Point of Beginning**.

Said property contains 15,088 Sq. Ft., more or less.

End of description for Grant Deed

Prepared by: Cunningham Engineering Corp.
October 2018



10/16/18

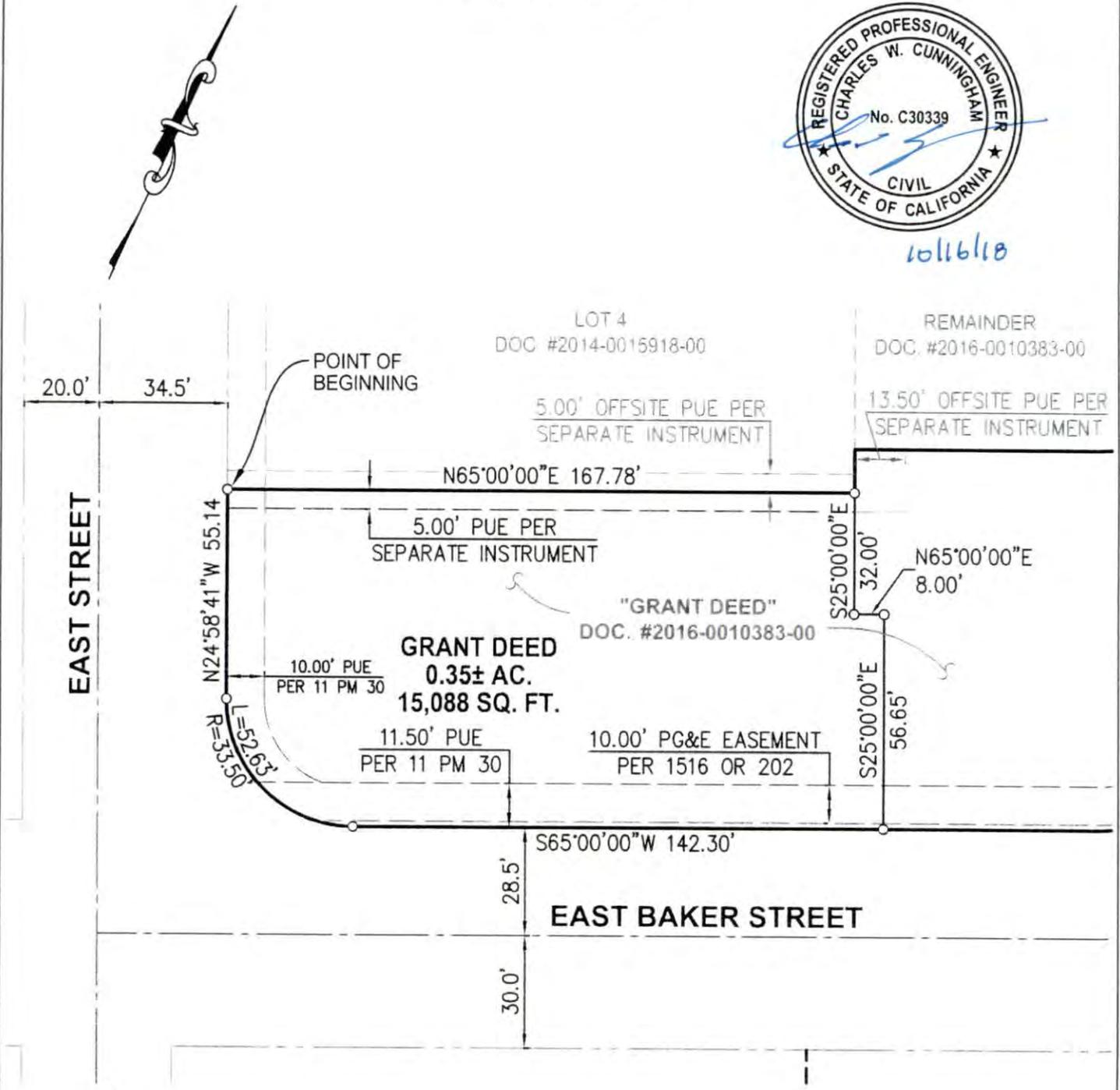
EXHIBIT "B" GRANT DEED

A PORTION OF "GRANT DEED" AS SHOWN ON DOCUMENT NO. 2016-0010383-00, YOLO COUNTY RECORDS
CITY OF WINTERS COUNTY OF YOLO STATE OF CALIFORNIA

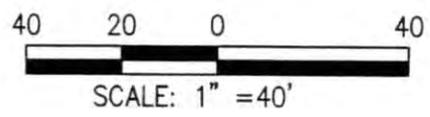
CUNNINGHAM ENGINEERING
OCTOBER 2018 SCALE: 1" = 40'
SHEET 1 OF 1 SHEETS



10116118

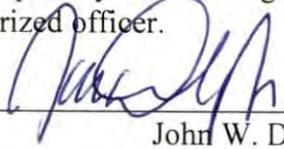


CECWEST.COM
 Davis Office ■ 2940 Spafford Street Suite 200 Davis, CA 95618 (530) 758-2026
 Sacramento Office ■ 2120 20th Street Suite Three Sacramento, CA 95818 (916) 455-2026



**CITY OF WINTERS
CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in the real property conveyed by the within Document the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the City of Winters, a political subdivision of the State of California, is hereby accepted by the undersigned, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 
John W. Donlevy, Jr.
City of Winters
City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento }

On October 30, 2018, before me, Tracy S. Jensen, Notary Public,
personally appeared John W. Donlevy, Jr.

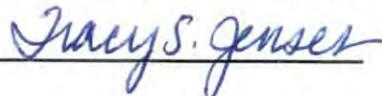
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



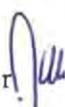
PLACE NOTARY SEAL ABOVE

WITNESS my hand and official signature

SIGNATURE 



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: 2018 Development Impact Fees Nexus Study

RECOMMENDATION:

Staff recommends the City Council

1. Hold a Public Hearing and receive input from interested parties regarding the 2018 Development Impact Fees Nexus Study and the setting of Development Impact Fee Amounts.
2. Approve Resolution 2018-59 Imposing Capital Improvement Facilities Fees for General Government, Fire, Parks and Recreation, Public Safety, Wastewater, Water and Transportation Improvements.

BACKGROUND:

On June 6, 2017 the City of Winters engaged Hansford Economic Consulting to provide technical expertise in updating the City of Winters Capital Projects List and Development Impact Fee amounts. The goal in the updating of the list and impact fees was to determine what fees the City should be collecting in the future to provide funding for projects that would need to be completed as a result of development.

The last Capital Projects list, or Major Projects Financing Plan was completed in 2003 and fees adopted March 18, 2003. In 2010, staff reviewed the project list from 2003, and made adjustments to projects, removing those completed and adjusting cost factors based on the recession and the bid responses we were receiving at the time. All impact fees were reduced from the 2003 levels.

Staff worked diligently with Ms. Hansford and her staff, to review the list of projects remaining on the list from 2003 to identify those projects that are now complete, either by the City of Winters,

or by developers who provided the project as a condition of their developments moving forward. Staff also provided existing master plans for the water, wastewater and transportation systems to the consultant for review, and to include new projects that would need to be put into place as new development occurs. Extensive review was completed by staff to be sure that all projects were current and required due to development.

All impact fees were reviewed including:

- Water
- Wastewater
- Streets (transportation)
- General
- Parks and Recreation
- Fire
- Public Safety (Police)
- Storm Drain
- Monitoring Fee

As a result of the review of all the studies and projects, new impact fee amounts were calculated. The storm drain fee has been removed completely from the impact fee program. There is no need for the storm drain fee due to the fact that all storm drain needs for new development must be constructed by the developer when developing the project that provides the impact to the storm drain system.

Project costs included in the fees were allocated to land uses that correspond to the General Plan. The consultant, after discussion with the staff, added a new land use category fee, "Accessory Dwelling Unit" due to the fact that Accessory Dwelling Units have become a topic of much discussion, both within the City of Winters and throughout the State of California. Hotel was also added as a new fee category.

The impact fees recommended are for construction cost only for the facilities and equipment that will be needed to provide services for new development (no financing costs are included, which would increase the fees). While these impact fees are an increase over the 2010 fee amounts, they are still significantly less than those fees that were being collected based on the 2003 study. The fees are less than those in 2003 due to the following:

- The City has utilized bonding capacity for both the water and sewer systems to complete projects that were contained on the 2003 Capital Project list. Along with providing replacement of parts of the system that service existing community members, completion of these projects allowed us to provide for some expansion of both the water and sewer to help fuel the economic engine of our community.
- The City has required developers to construct various projects as they have built their developments, therefore, causing projects to be removed from the list for future funding.

- The former Winters Community Development Agency invested funds from bond issues to complete several projects that were included in the 2003 Capital Projects list and were viewed as vital in moving the economic development of the City Forward.

Staff is recommending an effective date of 1-1-19

IMPACT:

Changes in impact fee collection based on new and updated facility project lists.

ATTACHMENTS:

Resolution 2018-59

2018 Development Impact Fees Nexus Study

Comparison of Impact Fees, 2004, 2010 and Proposed

Schedule of Development Impact Fees Effective 1-1-19

RESOLUTION No. 2018-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
IMPOSING CAPITAL IMPROVEMENT FACILITIES FEES FOR
GENERAL GOVERNMENT, FIRE, PARKS AND RECREATION,
PUBLIC SAFETY, WASTEWATER, WATER AND TRANSPORTATION
IMPROVEMENTS AND PROJECT MONITORING**

WHEREAS, In May 1992, the City of Winters (hereinafter also referred to as "City") adopted the City of Winters General Plan which includes a general description of the location, capacity, and types of capital improvements planned for the City at a build out population of approximately 12,500; and

WHEREAS, the City of Winters Ordinance 92-06 established a facility fee program (development impact fee) for all new development projects; and

WHEREAS, Ordinance 92-06 provides for revision of each fee at any time by resolution of the City Council; and

WHEREAS, the City of Winters wished to expand its 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 ; and

WHEREAS, the City has directed the preparation of documents by staff and Hansford Economic Consulting entitled "2018 Development Impact Fees Nexus Study" dated September 24, 2018, and Fehr and Peers entitled "Circulation Master Plan and Roadway Impact Fee Program Update" dated November 2017 which establishes the basis of the facilities fees and, pursuant to Government Code Section 66002, indicate the approximate location, size, time of availability, and estimates of costs for all facilities to be financed with the facilities fees, which documents are incorporated herein by reference as Exhibit A; and

WHEREAS, the relationship between the facilities fees use and the types of development on which the fee are imposed, and the relationship between the need for the public facility and type of development on which the fee is imposed are described in detail in the 2018 Development Impact Fees Nexus Study; and

WHEREAS, in order to protect the health, safety and welfare of the community and to ensure that adequate public facilities are provided for the residents of the City of Winters, adoption of the 2018 Development Impact Fees Nexus Study is necessary; and

WHEREAS, the City Council has considered the 2018 Development Impact Fees Nexus Study at a public meeting at which public comment was received and considered; and

WHEREAS, the City Council finds that the fee schedule contained in the 2018 Development Impact Fees Nexus Study and the planned improvements detailed therein are consistent with the City of Winters General Plan; and

WHEREAS, this resolution revokes any fee in previous resolutions that are in conflict with the adoption of the 2018 Development Impact Fees Nexus Study; and

WHEREAS, the City Council makes the following additional findings;

1. Findings Relative to General Government Facilities

- a. The purpose of the general government projects fee is to pay for new development's cost share of existing facilities and to provide capital for the construction or expansion of general government facilities, including, but not limited to, the relocation of the Corporation Yard and the remodel of the former Police Department Area at City Hall into additional governmental offices, the need for which is partially created by new development in the City of Winters.
- b. The general government projects fees collected pursuant to this resolution shall be used to finance only the general government facilities described in more detail in the 2018 Development Impact Fees Nexus Study.
- c. The General Plan and the 2018 Development Impact Fees Nexus Study show that projected growth will create additional demand for general government facilities and that expansion and/or new facilities will need to be provided. Therefore, certain facilities need to be expanded and new ones provided.
- d. The 2018 Development Impact Fees Nexus Study demonstrates that there is a reasonable relationship between the need for general government facilities and the types of development upon which this fee is being imposed, including residential, commercial, office and industrial development. The 2018 Development Impact Fees Nexus Study also demonstrates that there is a reasonable relationship between the fee's uses, i.e, construction of general government facilities, including the relocation of the Corporation Yard and the remodel of the former Police Department Area at City Hall, and the types of development on which the fee is imposed.
- e. The cost estimates set forth in the 2018 Development Impact Fees Nexus Study are reasonable cost estimates for construction these facilities. The total fees expected to be collected pursuant to the resolution will not exceed the estimated total costs of the general government projects shown in the 2018 Development Impact Fees Study, and the project costs have been allocated to each type of land use based on the estimated share of need created for the general government facilities as described in the 2018 Development Impact Fees Nexus Study. The fee for each type of land use is set forth in the 2018 Development Impact Fees Nexus Study.

2. Findings Specific to Fire Protection Facilities

- a. The purpose of the fire protection facilities fee is to pay for new development's cost share of existing facilities and to finance fire facilities including but not limited to fire engines and support firefighting equipment, computer equipment and facilities for prevention, administration and training as described in the 2018 Development Impact Fees Nexus Study.

- b. The fire protection facilities fee imposed pursuant to this resolution shall be used solely to finance the fire engines, equipment and facilities described in the 2018 Development Impact Fees Nexus Study.
- c. The General Plan and the 2018 Development Impact Fees Nexus Study show that projected growth will create additional demand on fire facilities and that new ones will need to be provided. Therefore, certain facilities and equipment need to be expanded or new ones provided as described in the 2018 Development Impact Fees Nexus Study.
- d. The 2018 Development Impact Fees Nexus Study demonstrates that there is a reasonable relationship between the need for fire facilities and the types of development upon which this fee is being imposed, including residential, commercial, office and industrial development. The 2018 Development Impact Fees Nexus Study also demonstrates that there is a reasonable relationship between the fee's use, i.e., fire equipment and facilities, and the types of development on which the fee is imposed.
- e. The cost estimates set forth in the 2018 Development Impact Fees Nexus Study are reasonable cost estimates for providing these facilities. The total fees expected to be collected pursuant to this resolution will not exceed the estimated total cost of the fire equipment and facilities described in the 2018 Development Impact Fees Nexus Study, and the project costs have been allocated to each land use based on the estimated share of need created for the fire equipment and facilities as described in the 2018 Development Impact Fees Nexus Study. The fee for each type of land use is set forth in the 2018 Development Impact Fees Nexus Study.

3. Findings Specific to Parks and Recreation Facilities

- a. The purpose of the parks and recreation facilities fee is to pay for new development's cost share of existing facilities and to provide capital to finance recreation facilities and appurtenances associated with a new sports park (included but not limited to recreation facilities, softball, baseball and soccer fields), and a new community center.
- b. The facilities fees collected pursuant to this section of this resolution shall be used to finance only park and recreation facilities as described in the 2018 Development Impact Fees Nexus Study.
- c. The General Plan and the 2018 Development Impact Fees Nexus Study show that projected growth will create additional demand for park and recreation facilities and that new ones will need to be provided. Therefore, certain recreation facilities such as a community center, softball, baseball and soccer fields characterized as community facilities need to be expanded and/or new ones provided as described in the 2018 Development Impact Fees Nexus Study.
- d. The 2018 Development Impact Fees Nexus Study and analysis present therein, demonstrate that there is a reasonable relationship between the need for parks and recreation facilities and the types of development upon which

this fee is being imposed, including residential, commercial, office and industrial development. The 2018 Development Impact Fees Nexus Study also demonstrates that there is a reasonable relationship between the fee's use, i.e., softball, baseball and soccer fields, community and neighborhood parks and community centers, and the types of development on which the fee is imposed.

- e. The cost estimates set forth in the 2018 Development Impact Fees Nexus Study are reasonable cost estimates for construction these facilities. The total fees expected to be collected pursuant to this resolution will not exceed the estimated total cost of the park and recreation facilities shown in the 2018 Development Impact Fees Nexus Study. The project costs have been allocated to each type of land use based on the estimated share of need created for the park and recreation facilities as described in the 2018 Development Impact Fees Nexus Study. The fee for each type of land use is set forth in the 2018 Development Impact Fees Nexus Study.

4. Findings Specific to Public Safety Facilities

- a. The purpose of the public safety facilities fee is to pay for new development's cost share of existing facilities and to provide capital to finance police facilities including but not limited to communications equipment, vehicles and equipment, the need for which is created by new development in the City of Winters.
- b. The public safety facilities fees collected pursuant to this resolution shall be used to finance only the communication equipment, vehicles and equipment described in the 2018 Development Impact Fees Nexus Study.
- c. The General Plan and the 2018 Development Impact Fees Nexus Study show that projected growth will create additional demand for police facilities, vehicles and equipment. Therefore, certain police facilities, vehicles and equipment will need to be provided as described in the 2018 Development Impact Fees Nexus Study.
- d. The 2018 Development Impact Fees Nexus Study and analysis therein, demonstrate that there is a reasonable relationship between the need for police facilities and the types of development upon which this fee is being imposed, including residential, commercial, office and industrial development. The 2018 Development Impact Fees Nexus Study also demonstrates that there is a reasonable relationship between the fee's use, i.e., police equipment, vehicles and facilities, and the types of development on which the fee is imposed.
- e. The cost estimates set for the in the 2018 Development Impact Fees Nexus Study are reasonable cost estimates for providing the equipment, vehicles and facilities. The total fees expected to be collected pursuant to this resolution will not exceed the estimated total costs of the equipment, vehicles and facilities, and the project costs have been allocated to each type of land use based on the estimated share of need created for the above described items as presented in the 2018 Development Impact Fees Nexus Study. The fee for

each type of land use is set forth in the 2018 Development Impact Fees Nexus Study.

5. Findings Specific to Wastewater System Facilities

- a. The purpose of the wastewater system facilities fee is to provide capital to finance wastewater facilities, which are necessary to accommodate new development in the City of Winters.
- b. The wastewater system facilities fees collected pursuant to this resolution shall be used to finance only the wastewater facilities and studies described in the 2018 Development Impact Fees Nexus Study.
- c. The General Plan and the 2018 Development Impact Fees Nexus Study show that projected growth will create additional demand on existing wastewater facilities and that expansion and/or new facilities will need to be provided to meet this additional demand. Therefore, certain wastewater facilities and studies will need to be expanded and new ones provided as described in the 2018 Development Impact Fees Nexus Study.
- d. The 2018 Development Impact Fees Nexus Study, and analysis therein, demonstrate that there is a reasonable relationship between the need for wastewater system facilities and the types of development upon which this fee is being imposed, including residential, commercial, office and industrial development. The 2018 Development Impact Fees Nexus Study also demonstrates that there is a reasonable relationship between the fee's use, i.e., construction of wastewater facilities and the types of development on which the fee is imposed.
- e. The cost estimates set forth in the 2018 Development Impact Fees Nexus Study are reasonable cost estimates for constructing these facilities. The total fees expected to be collected pursuant to this resolution will not exceed the estimated total cost of the wastewater facilities and the project costs have been allocated to each type of land use based on the estimated share of need created for the wastewater facilities as described in the 2018 Development Impact Fees Nexus Study.

6. Findings Specific to Water System Facilities

- a. The purpose of the water systems facilities fee is to provide capital to finance new wells and construct other facilities to meet or exceed various water treatment and distribution system standards, maintain reliable documents and conduct studies, the need for which is created by new development in the City of Winters.
- b. The water system facilities fees collected pursuant to this resolution shall be used to finance only the water facilities, and studies described in more detail in the 2018 Development Impact Fees Nexus Study.
- c. The General Plan and the 2018 Development Impact Fee Nexus Study show that projected growth will create additional demand on existing facilities and that improvements and expansion will need to be provided. Therefore, certain

types of water facilities need to be expanded and new ones provided as described in the 2018 Development Impact Fee Nexus Study.

- d. The 2018 Development Impact Fees Nexus Study and analysis therein, demonstrate that there is a reasonable relationship between the need for water facilities and the types of development upon which this fee is being imposed, including residential, commercial, office, and industrial development. The 2018 Development Impact Fees Nexus Study also demonstrates that there is a reasonable relationship between the fee's use, i.e., construction of new wells, improvement of existing wells and the construction of other facilities, and the types of development on which the fee is imposed.
- e. The cost estimates set forth in the 2018 Development Impact Fee Nexus Study are reasonable cost estimates for constructing these facilities. The total fees expected to be collected pursuant to this resolution will not exceed the estimated total cost of the water system facilities. The project costs have been allocated to each type of land use based on the estimated share of need created for the water facilities as described in the 2018 Development Impact Fees Nexus Study.

7. Findings Specific to Transportation System Improvements

- a. The purpose of the transportation fee is to provide capital to finance traffic circulation items such as street construction, reconstruction, widening and traffic signals; to maintain a level of service at "C"; and to construct street lighting, bicycle/pedestrian facilities to accommodate the traffic circulation needs of new development in the City of Winters.
- b. The transportation fees collected pursuant to this resolution shall be used to finance only the traffic circulation improvements described in more detail in the Circulation Master Plan and Roadway Impact Fee Program Update dated November 2017.
- c. The General Plan, the Circulation Master Plan and Roadway Impact Fee Program Update show that projected growth will create additional demand on existing facilities and that additional facilities and services will need to be provide and some facilities will need to be expanded (such as street construction, reconstruction and widening) to maintain a level of service "C"; and new street lighting and bicycle/pedestrian facilities must be provided. Therefore, certain facilities and services will need to be expanded and/or new ones provided as described in the Circulation Master Plan and Roadway Impact Fee Program Update.
- d. The Circulation Master Plan and Roadway Impact fee Program Update and analysis therein, demonstrate that there is a reasonable relationship between the need for traffic circulation improvements and the types of development upon which this fee is being imposed, including residential, commercial, office and industrial development. The Circulation Master Plan and Roadway Impact fee Program Update also demonstrate that there is a reasonable relationship between the fee's use, i.e., expansion, construction, reconstruction

and widening of streets, and the types of development on which the fee is imposed.

- e. The cost estimates set forth in the Circulation Master Plan and Roadway Impact Fee Program Update are reasonable cost estimates for constructing these facilities and maintaining levels of service. The total fees expected to be collected pursuant to this resolution will not exceed the estimated total cost of the facilities and equipment described in the Circulation Master Plan and Roadway Impact Fee Program Update. Also, project costs have been allocated to each type of land use based on the estimated share of need created for the traffic circulation facilities as described in the Circulation Master Plan and Roadway Impact Fee Program Update. The fee for each type of land use is set forth in the Circulation Master Plan and Roadway Impact Fee Program Update.

8. Findings Specific to Project Monitoring Fee

- a. The purpose of the Project Monitoring Fee is to provide revenues to the General Plan Deficit Fund to reimburse the expenses of generating the General Plan adopted May 19, 1992 and related documents such as the Environmental Impact Report, Master Plans for public facilities and plans to be adopted to implement the General Plan. Additional purpose is to reimburse the City of Winters for administrative expenses to monitor new development for compliance with policies of the General Plan.
- b. The Project Monitoring fee collected pursuant to this resolution shall be used to finance only the reimbursement of expenses of generating the 1992 General Plan and related documents as provided in Section 6-6.01 of Ordinance 92-10.
- c. The total fees expected to be collected pursuant to this resolution will not exceed the estimated outstanding deficit for the cost of generating the 1992 General plan and related documents. The project monitoring costs have been allocated to each type of land use based on the estimated share of cost of generating the 1992 General Plan. The fee for each type of land use is set forth in 2018 Development Impact Fees Nexus Study.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1 **Recitals.** The foregoing recitals, and each of them, are true and correct.

Section 2 After considering the information and determinations contained in the 2018 Development Impact Fees Nexus Study dated September 24, 2018 and the Circulation Master Plan and Roadway Impact Fee Program Update November 2017, and public comment received, the findings, determinations and conclusions contained in the 2018 Development Impact Fees Nexus Study and Circulation Master Plan and Roadway Impact Fee Program Update are hereby approved in their entirety except as amended or revised by this resolution,

Section 3 The facilities fee schedules for new development in the City of Winters contained in the 2018 Development Impact Fee Study and the Circulation Master Plan and Roadway Impact Fee Program Update are hereby approved.

Section 4 The impact fees are set at the rate included on Exhibit B, as attached.

Section 5 This resolution will become effective January 1, 2019.

Section 6 Each fee imposed by this resolution shall be adjusted automatically on July 1 of each year beginning July 1, 2019 by a percentage equal to the rise in the Engineer News Record construction cost index for the preceding twelve months.

Section 7 The amount of each fee may be specifically set and revised at any time by resolution of the City Council, per section 1.130 of City Council Ordinance 92-06

PASSED, APPROVED, and ADOPTED by the City Council of the City of Winters at a meeting duly held on the 6th day of November, 2018.

AYES:

NOES:

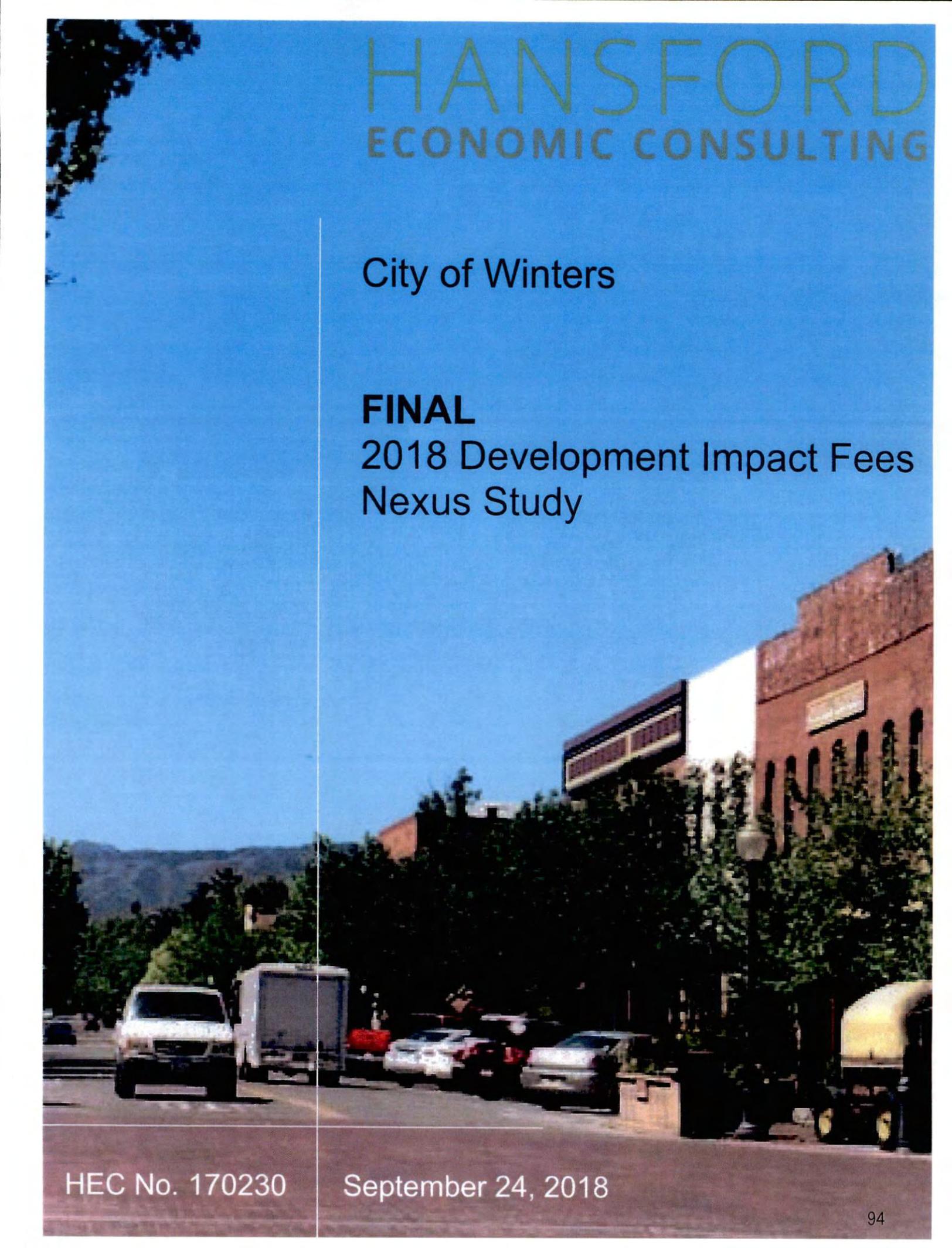
ABSENT:

ABSTAIN:

ATTEST:

Bill Biasi, MAYOR

Tracy S. Jensen, City Clerk



HANSFORD ECONOMIC CONSULTING

City of Winters

FINAL

2018 Development Impact Fees
Nexus Study

HEC No. 170230

September 24, 2018

TABLE OF CONTENTS

CHAPTER	PAGE
1. Introduction and Summary of Calculated Fees	1
1.1 Background and Study Objectives	1
1.2 Organization of the Report	2
1.3 Calculated Development Impact Fees	2
2. Fee Methodology	9
2.1 City Demographics	9
2.2 Land Use Categories and Assumptions	9
2.3 Service Population Projection Estimates	11
2.4 Summary of Fee Calculation Methodology	12
2.5 Financing Assumptions	13
3. Water and Wastewater Fees	14
3.1 Common Use Factors	14
3.2 Water Facility Needs and Cost Estimates	15
3.3 Water Fee Calculation	15
3.4 Water Nexus Findings	17
3.5 Wastewater Facility Needs and Cost Estimates	17
3.6 Wastewater Fee Calculation	18
3.7 Wastewater Nexus Findings	20
4. Parks and Recreation Fee	21
4.1 Facility Needs and Cost Estimates	21
4.2 Fee Calculation	22
4.3 Nexus Findings	24
5. Public Safety Fee	25
5.1 Facility Needs and Cost Estimates	25
5.2 Fee Calculation	25
5.3 Nexus Findings	27
6. Fire Protection Fee	28
6.1 Facility Needs and Cost Estimates	28
6.2 Fee Calculation	28
6.3 Nexus Findings	30

7.	General Government Fee	31
7.1	Facility Needs and Cost Estimates	31
7.2	Fee Calculation	31
7.3	Nexus Findings	33
8.	Project Monitoring Fee	34
8.1	Cost Estimates	34
8.2	Fee Calculation	34
8.3	Nexus Findings	34
9.	Continuing Administration of the DIF Program	36
9.1	Updated Impacts Fees Adoption	36
9.2	Fee Study Updates and Adjustments	36
9.3	Mitigation Fee Act Compliance	36
9.4	Fee Credits or Reimbursements	37

LIST OF TABLES

TABLE	PAGE	
1	Calculated 2018 Maximum Justifiable Fees – Option 1	5
2	Calculated 2018 Development Impact Fees – Option 2	6
3	Calculated 2018 Development Impact Fees – Option 3	7
4	Comparison of Historic, Current, and 2018 Updated Impact Fees	8
5	Land Use Assumptions	10
6	Service Population Fee Calculation Assumptions	12
7	Water and Wastewater Common Use Factors	14
8	Estimated Water Projects Cost Summary	15
9	Water Fee Calculation	16
10	Estimated Wastewater Projects Cost Summary	18
11	Wastewater Development Impact Fee Calculation	19
12	Estimated Total Parks and Recreation Projects Cost Summary	21
13	Parks Community and Neighborhood Facilities Fee Calculation	23
14	Total Park and Recreation Development Impact Fee	22
15	Estimated Public Safety Projects Cost Summary	25
16	Public Safety Development Impact Fee Calculation	26
17	Estimated Fire Protection Projects Cost Summary	28
18	Fire Protection Development Impact Fee Calculation	29
19	Estimated General Government Projects Cost Summary	31
20	General Government Development Impact Fee Calculation	32
21	Project Monitoring Development Impact Fee Calculation	35

LIST OF FIGURES

FIGURE	PAGE	
1	Regional Comparison of DIF Fees for a Medium Density Residential Unit	4
2	Winters Historical Population and Housing Stock	9
3	Persons per Household Trends	11

Chapter 1: INTRODUCTION AND SUMMARY OF CALCULATED FEES

1.1 BACKGROUND AND STUDY OBJECTIVES

The City of Winters (City) requires new development to pay mitigation fees to fund the cost of infrastructure and equipment necessary to serve the demands of its additional residents and employees on City-provided facilities and services. The City collects these fees from all new development within the City's boundaries under the authority of the Mitigation Fee Act, contained in California Government Code Section 66000 et. seq. When a municipality adopts or updates a development impact fee, it must establish a reasonable relationship or connection between the development project and the fee that is charged. Studies undertaken to demonstrate this connection are called nexus studies. Maximum justifiable fees are calculated pursuant to the legal requirements for enactment of a development impact fee program, which requires demonstration of the nexus between new development and the increase in demand for City-provided infrastructure.

This report presents the nexus for maximum justified impact fees and the resulting calculated fees at the maximum and lower levels that could be imposed on new development. Accompanying this study, as a separate document, is a technical memorandum that analyzes the impact of updated development impact fees at the maximum justifiable level on the financial feasibility of residential development in the City.

The City's current Development Impact Fee (DIF) program includes ten capital facility fee categories: water, wastewater, public safety, fire, parks and recreation, streets, general facilities, project monitoring, storm drain, and storm drain non-flood. This report addresses seven of the DIF program fees:

- Water Fee
- Wastewater Fee
- Public Safety Fee
- Fire Fee
- Parks and Recreation Fee
- General Facilities Fee
- Project Monitoring Fee

Of the other three DIF fees:

- Concurrent to development of this report, Fehr & Peers Transportation Consultants has prepared the City of Winters Streets Development Impact Fee Study Update. The calculated street fees from that study are presented in the summary table of maximum justifiable fees in this report.
- The storm drain fee will no longer be collected. Storm drain requirements are contained in developer best management practices, including low impact development standards, that the City enforces.

- The storm drain non-flood fee will be replaced with a new fee that will be developed when the Citywide Flood Master Plan has been completed. Until that time, the existing storm drain non-flood fee will remain in effect.

1.2 ORGANIZATION OF THE REPORT

This chapter presents the calculated maximum justifiable development impact fees and lower fee level options. Following this chapter, Chapter 2 presents the fee methodologies used to update the DIF, and the key assumptions used in calculating the updated fees. The update of each fee is addressed in separate chapters of the report (chapters 3 through 8), with one section for water and wastewater. Continuing administration of the DIF program is discussed in Chapter 9.

This DIF study has been prepared pursuant to the requirements of the Mitigation Fee Act which requires that a rational nexus exist between future development, use, and need of the facilities included in the fee program, and the amount of the fee assigned to future land uses. Each section of this report demonstrates that a reasonable relationship exists between the development impact fee calculated for each land use and the cost of the facilities attributable to that land use.

Appendix A includes support tables for the study. Appendix Tables A-1 and A-2 provide the current development impact fee schedule for residential and non-residential land uses.

1.3 CALCULATED DEVELOPMENT IMPACT FEES

The following changes have been made to the seven DIF program fees addressed in this report:

- Non-residential land uses pay a fee for community parks and recreation facilities under the 2018 DIF program. These land uses do not currently pay a fee for parks and recreation.
- Hotel/lodging establishments were previously included in other non-residential fee categories. The updated fee schedule includes fees per hotel/lodging room.
- Pursuant to Assembly Bill 494, a land use category has been established for accessory dwelling units. Detached accessory dwelling units are subject to all the development impact fees. Attached accessory dwelling units will be charged DIF program fees on a case by case basis but may not be charged water and wastewater development impact fees.

This study calculates maximum justifiable fees and presents lower fee level options as described on the following page. The calculated maximum justifiable fees represent the highest amounts the City could collect for each fee component based on the nexus methodologies presented in this study. The City Council will ultimately decide on the fee schedule and could adopt fees at lower levels than the maximum justifiable fees.

Included in this nexus study are two optional fee levels for the City Council to consider. The three fee level options are non-exhaustive. City Council has the authority to set fees at any level below the maximum justifiable fee levels; it cannot set fees above the maximum justifiable fee levels.

- Option 1: Maximum Justifiable Fees. The maximum justifiable fees include financing of all new facilities and equipment costs.
- Option 2: Reduce Financing Costs 50%. Under this option, half of all new facilities and equipment costs would be financed.
- Option 3: Exclude Financing Costs. Under this option, no financing costs are assumed.

Table 1 on page 5 shows the calculated maximum justifiable fees (option 1). Table 2 on page 6 shows the calculated fees under option 2, and Table 3 on page 7 shows the calculated fees under option 3. The fees include a 3% administration allowance to cover the costs of administering and updating the DIF. The development impact fees should be inflated each year to provide sufficient revenue to pay for the identified facility needs and costs. It is recommended that the ordinance adopting the development impact fees include an automatic annual fiscal year update according to the Engineering News Record San Francisco Construction Cost Index March to March change for the prior 12 months.

Note that for purposes of collecting the development impact fee, the City will make the final determination as to which land use category a particular development will be assigned. If the City determines that no land use category adequately captures use of the property development, the City Engineer and Finance Director will jointly determine the appropriate fee on a case by case basis.

In comparison with neighboring jurisdictions, increasing the fees to the maximum justifiable fee levels would place the City in the low to mid-range of total DIF fee program burden, as demonstrated in Figure 1 on the following page. The total DIF program burden for a medium density unit in Winters would increase from \$18,695 to \$26,804. The figure illustrates total development impact and connection fees for a medium density unit (8 units per net acre), which is currently the most frequently built type of single family unit in Winters and the immediate vicinity of Winters. The increased DIF program fee burden would remain lower than in Vacaville, Dixon, Woodland, and Rio Vista under all options, but higher than in Suisun under both options 1 and 2.

Under option 3, which is the smallest total increase in development impact fees, the total cost of development impact fees remains lowest in Winters. All subsequent calculations and supporting tables shown in the study are for option 3.

Figure 1
Regional Comparison of DIF Fees for a Medium Density Residential Unit

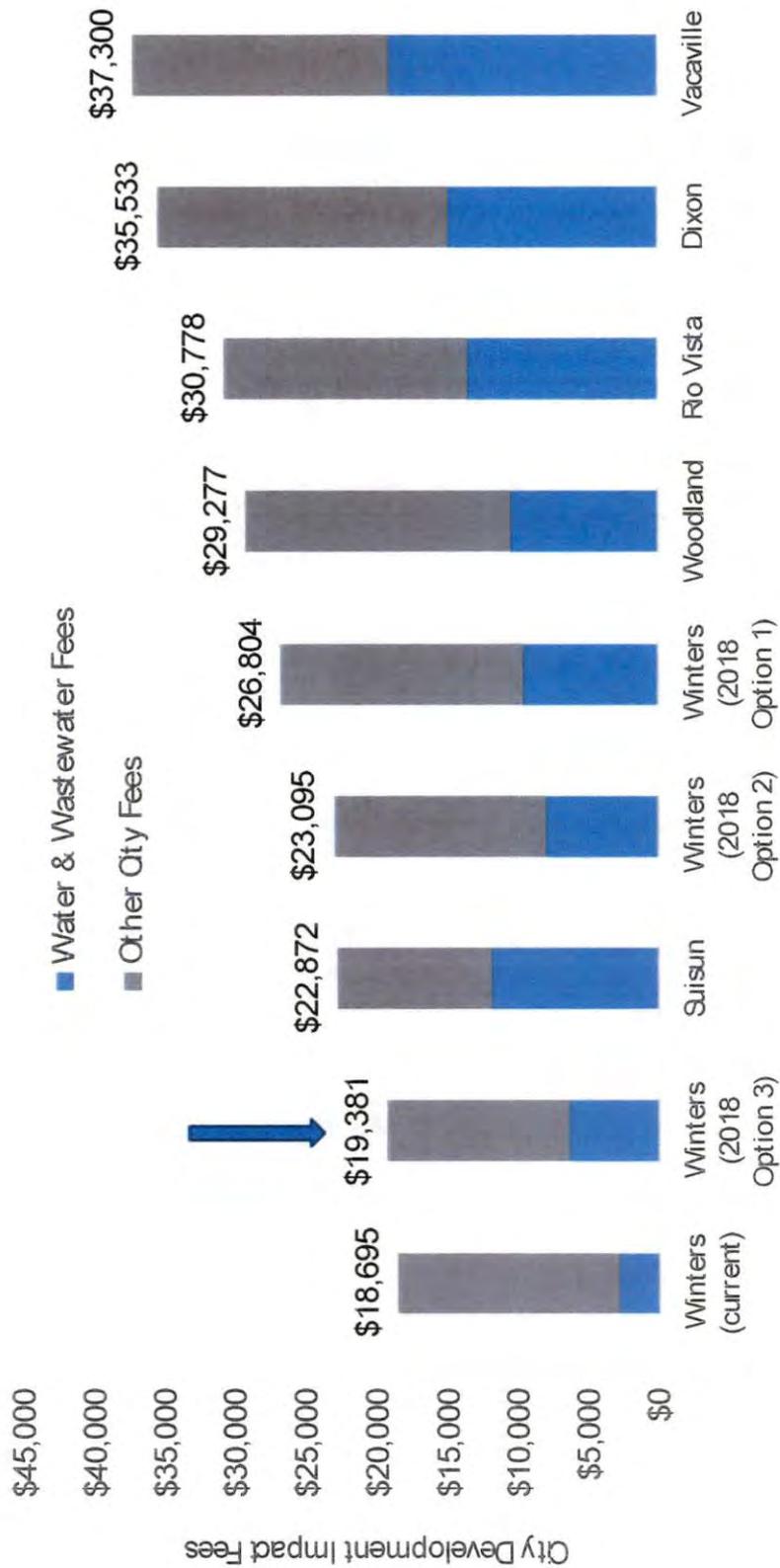


Table 1
Calculated 2018 Maximum Justifiable Fees – Option 1

Land Use	Total	Water	Wastewater	Parks	Public Safety	Fire	General	Project Monitoring	Streets	Storm Drain Non-Flood	
	[2]	All fees include 3% administration charge						Fehr & Peers Study	not updated		
Residential			per unit					per unit			
Rural Residential	\$30,928.39	\$6,647.58	\$4,858.50	\$8,711.11	\$1,447.55	\$2,932.05	\$2,451.59	\$156.00	\$3,142.00	\$582.00	
Low Density Residential	\$30,800.39	\$6,647.58	\$4,858.50	\$8,711.11	\$1,447.55	\$2,932.05	\$2,451.59	\$156.00	\$3,142.00	\$454.00	
Medium Density Residential	\$26,803.65	\$5,438.93	\$4,183.71	\$7,622.22	\$1,266.60	\$2,565.55	\$2,145.14	\$136.50	\$3,142.00	\$303.00	
Medium High Density Residential	\$22,736.11	\$4,230.28	\$3,373.96	\$7,077.78	\$1,176.13	\$2,382.29	\$1,991.92	\$126.75	\$2,195.00	\$182.00	
High Density Residential	\$20,724.76	\$3,625.95	\$2,969.09	\$6,533.33	\$1,085.66	\$2,199.04	\$1,838.69	\$117.00	\$2,195.00	\$161.00	
Accessory Dwelling Units [1] [2]	\$11,097.80	\$2,190.68	\$1,793.82	\$3,947.22	\$655.92	\$1,328.59	\$1,110.88	\$70.69	case by case [1]	case by case	
Non-Residential			per building square foot					per building square foot			
Neighborhood Commercial	\$14.94	\$1.69	\$1.63	\$4.17	\$0.69	\$1.40	\$1.17	\$0.07	\$3.88	\$0.23	
Central Business District	\$18.50	\$1.69	\$1.63	\$7.29	\$1.21	\$2.45	\$2.05	\$0.13	\$1.81	\$0.23	
Highway Service Commercial	\$15.15	\$1.69	\$1.63	\$4.17	\$0.69	\$1.40	\$1.17	\$0.07	\$4.26	\$0.06	
Office	\$15.34	\$2.18	\$1.84	\$5.83	\$0.97	\$1.96	\$1.64	\$0.10	\$0.82	\$0.00	
Light Industrial	\$7.65	\$1.57	\$1.67	\$2.08	\$0.35	\$0.70	\$0.59	\$0.04	\$0.50	\$0.16	
Heavy Industrial	\$6.85	\$1.57	\$1.75	\$1.72	\$0.29	\$0.58	\$0.48	\$0.03	\$0.27	\$0.16	
Hotel / Lodging	\$6,316.41	\$2,779.90	\$2,162.49	\$486.11	\$80.78	\$163.62	\$136.81	\$8.71	\$498.00	case by case	

Source: Fehr and Peers, and HEC.

feesum

[1] Multiply the cost per DUE (\$3,142) by number of DUEs. The number of DUEs will be determined by the City on a case by case basis.

[2] Per AB 494, for ADUs that are attached, the City will not collect the water and wastewater fee components.

Table 2
Calculated 2018 Development Impact Fees – Option 2

Land Use	Total	Water	Wastewater	Parks	Public Safety	Fire	General	Project Monitoring	Streets	Storm Drain Non-Flood	
	[2]	All fees include 3% administration charge						Fehr & Peers Study	not updated		
Residential		per unit						per unit			
Rural Residential	\$26,606.72	\$5,560.29	\$4,061.19	\$7,392.24	\$1,213.20	\$2,450.40	\$2,049.40	\$156.00	\$3,142.00	\$582.00	
Low Density Residential	\$26,478.72	\$5,560.29	\$4,061.19	\$7,392.24	\$1,213.20	\$2,450.40	\$2,049.40	\$156.00	\$3,142.00	\$454.00	
Medium Density Residential	\$23,095.05	\$4,549.33	\$3,497.14	\$6,468.21	\$1,061.55	\$2,144.10	\$1,793.23	\$136.50	\$3,142.00	\$303.00	
Medium High Density Residential	\$19,510.40	\$3,538.36	\$2,820.27	\$6,006.20	\$985.73	\$1,990.95	\$1,665.14	\$126.75	\$2,195.00	\$182.00	
High Density Residential	\$17,816.66	\$3,032.88	\$2,481.84	\$5,544.18	\$909.90	\$1,837.80	\$1,537.05	\$117.00	\$2,195.00	\$161.00	
Accessory Dwelling Units [1] [2]	\$9,340.81	\$1,832.37	\$1,499.44	\$3,349.61	\$549.73	\$1,110.34	\$928.64	\$70.69	case by case [1]	case by case	
Non-Residential		per building square foot						per building square foot			
Neighborhood Commercial	\$13.23	\$1.42	\$1.36	\$3.54	\$0.58	\$1.17	\$0.98	\$0.07	\$3.88	\$0.23	
Central Business District	\$15.92	\$1.42	\$1.36	\$6.19	\$1.02	\$2.05	\$1.72	\$0.13	\$1.81	\$0.23	
Highway Service Commercial	\$13.44	\$1.42	\$1.36	\$3.54	\$0.58	\$1.17	\$0.98	\$0.07	\$4.26	\$0.06	
Office	\$13.05	\$1.82	\$1.53	\$4.95	\$0.81	\$1.64	\$1.37	\$0.10	\$0.82	\$0.00	
Light Industrial	\$6.54	\$1.31	\$1.39	\$1.77	\$0.29	\$0.59	\$0.49	\$0.04	\$0.50	\$0.16	
Heavy Industrial	\$5.82	\$1.31	\$1.47	\$1.46	\$0.24	\$0.48	\$0.40	\$0.03	\$0.27	\$0.16	
Hotel / Lodging		per room						per room			
Hotel / Lodging	\$5,370.85	\$2,325.21	\$1,807.61	\$412.51	\$67.70	\$136.74	\$114.36	\$8.71	\$498.00	case by case	

Source: Fehr and Peers, and HEC.

feesum

[1] Multiply the cost per DUE (\$3,142) by number of DUEs. The number of DUEs will be determined by the City on a case by case basis.

[2] Per AB 494, for ADUs that are attached, the City will not collect the water and wastewater fee components.

Table 3
Calculated 2018 Development Impact Fees – Option 3

Land Use	Total	Water	Wastewater	Parks	Public Safety	Fire	General	Project Monitoring	Streets	Storm Drain Non-Flood	
	[2]	All fees include 3% administration charge						Fehr & Peers Study	not updated		
Residential		per unit						per unit			
Rural Residential	\$22,278.03	\$4,465.96	\$3,263.88	\$6,079.54	\$972.70	\$1,968.74	\$1,647.21	\$156.00	\$3,142.00	\$582.00	
Low Density Residential	\$22,150.03	\$4,465.96	\$3,263.88	\$6,079.54	\$972.70	\$1,968.74	\$1,647.21	\$156.00	\$3,142.00	\$454.00	
Medium Density Residential	\$19,380.69	\$3,653.96	\$2,810.56	\$5,319.60	\$851.11	\$1,722.65	\$1,441.31	\$136.50	\$3,142.00	\$303.00	
Medium High Density Residential	\$16,280.21	\$2,841.97	\$2,266.58	\$4,939.63	\$790.32	\$1,599.60	\$1,338.36	\$126.75	\$2,195.00	\$182.00	
High Density Residential	\$14,904.71	\$2,435.98	\$1,994.59	\$4,559.66	\$729.52	\$1,476.56	\$1,235.41	\$117.00	\$2,195.00	\$161.00	
Accessory Dwelling Units [1] [2]	\$7,581.51	\$1,471.74	\$1,205.07	\$2,754.79	\$440.75	\$892.09	\$746.39	\$70.69	case by case [1]	case by case	
Non-Residential		per building square foot						per building square foot			
Neighborhood Commercial	\$11.52	\$1.14	\$1.09	\$2.91	\$0.47	\$0.94	\$0.79	\$0.07	\$3.88	\$0.23	
Central Business District	\$13.33	\$1.14	\$1.09	\$5.09	\$0.81	\$1.65	\$1.38	\$0.13	\$1.81	\$0.23	
Highway Service Commercial	\$11.73	\$1.14	\$1.09	\$2.91	\$0.47	\$0.94	\$0.79	\$0.07	\$4.26	\$0.06	
Office	\$10.76	\$1.46	\$1.23	\$4.07	\$0.65	\$1.32	\$1.10	\$0.10	\$0.82	\$0.00	
Light Industrial	\$5.42	\$1.06	\$1.12	\$1.45	\$0.23	\$0.47	\$0.39	\$0.04	\$0.50	\$0.16	
Heavy Industrial	\$4.80	\$1.06	\$1.18	\$1.20	\$0.19	\$0.39	\$0.32	\$0.03	\$0.27	\$0.16	
Hotel / Lodging		per room						per room			
Hotel / Lodging	\$4,422.34	\$1,867.58	\$1,452.73	\$339.26	\$54.28	\$109.86	\$91.92	\$8.71	\$498.00	case by case	

Source: Fehr and Peers, and HEC.

feesum

[1] Multiply the cost per DUE (\$3,142) by number of DUEs. The number of DUEs will be determined by the City on a case by case basis.

[2] Per AB 494, for ADUs that are attached, the City will not collect the water and wastewater fee components.

The City last performed a nexus study by a consultant in 2003. In 2010, during the height of the Great Recession, the City followed suit with many other jurisdictions in lowering their development impact fees in an effort to stimulate development activity. Table 4 shows the historical DIF program fees and the calculated 2018 updated fees under option 3. The table shows that total fees increase for all land use categories except Rural Residential, which would have lower total fees under option 3. The greatest increase is for High Density Residential per unit fees in the residential category, and Office per building square foot fees in the non-residential category.

Table 4
Comparison of Historic, Current, and New Impact Fees under Option 3

Land Use	2003 Fee Update	2010 Fee Update	2018 Fee Update Option 3	2010 to 2018 Change
Residential				
			per unit	
Rural Residential	\$28,762.00	\$24,030.00	\$22,278.03	(\$1,751.97)
Low Density Residential	\$25,325.00	\$20,972.00	\$22,150.03	\$1,178.03
Medium Density Residential	\$23,037.00	\$18,695.00	\$19,380.69	\$685.69
Medium High Density Residential	\$17,994.00	\$14,660.00	\$16,280.21	\$1,620.21
High Density Residential	\$14,947.00	\$11,819.00	\$14,904.71	\$3,085.71
Accessory Dwelling Units	case by case	case by case	case by case	n/a
Non-Residential				
			per building square foot	
Neighborhood Commercial	\$15.65	\$11.26	\$11.52	\$0.26
Central Business District	\$11.48	\$8.22	\$13.33	\$5.11
Highway Service Commercial	\$15.73	\$11.26	\$11.73	\$0.47
Office	\$13.37	\$0.64	\$10.76	\$10.12
Light Industrial	\$4.94	\$4.07	\$5.42	\$1.35
Heavy Industrial	\$4.99	\$4.30	\$4.80	\$0.50
			per room	
Hotel / Lodging	n/a	n/a	\$4,422.34	n/a

Source: City of Winters and HEC.

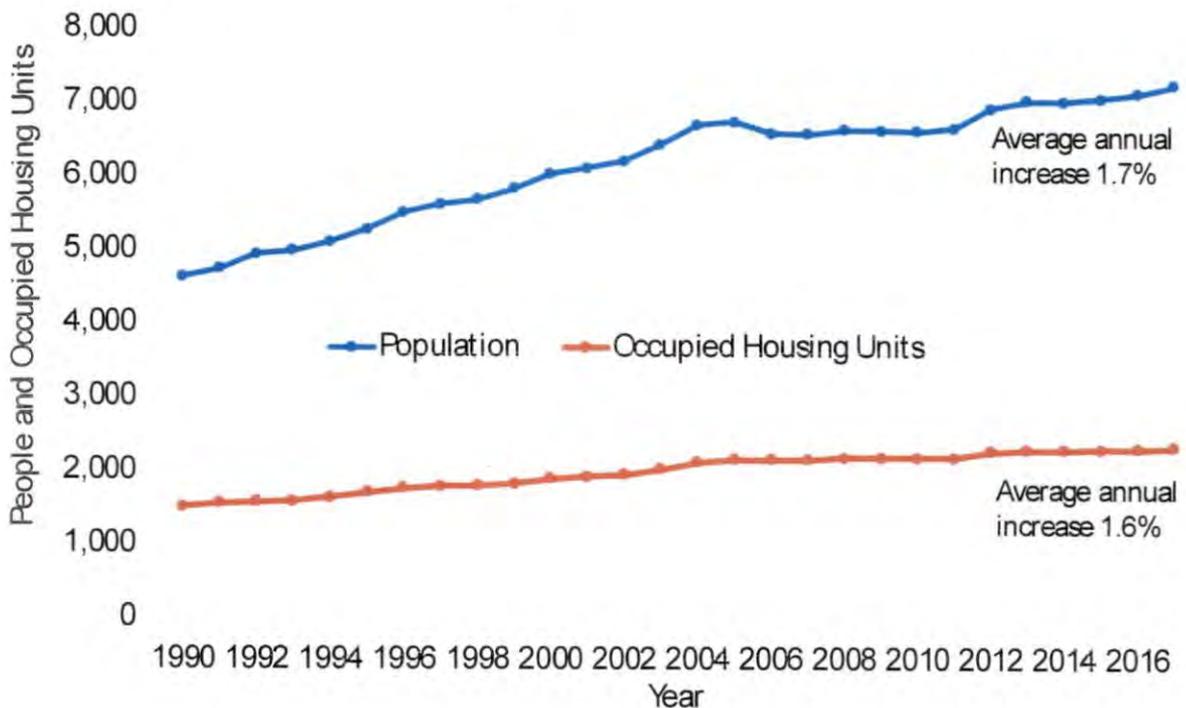
comp

Chapter 2: FEE METHODOLOGY

2.1 CITY DEMOGRAPHICS

The City of Winters is located in Yolo County, along the Interstate 80 corridor, to the west of the City of Davis and to the east of the City of Vacaville. California Department of Finance data shows that the City has grown at a steady, moderate pace, as illustrated in Figure 2 below. The City's current population is approximately 7,250 residents.

Figure 2
Winters Historical Population and Housing Stock



The US Census estimated 1,689 employees worked in the City in 2015. Appendix Table A-3 shows the main industries in the City are agriculture (30% of all employment), accommodation and food services, educational services, transportation and warehousing, and retail trade.

2.2 LAND USE CATEGORIES AND ASSUMPTIONS

Per the City's General Plan, there are six residential land use categories, and seven non-residential land use categories of property development. Table 5 shows anticipated development through 2036 by each of the General Plan land use categories. A moderate pace of growth is anticipated to continue over the next 20 years.

Table 5
Land Use Assumptions

Land Use	General Plan Growth (2017-2036)	Sq. Ft. per Employee / Rooms per Employee	Persons per Household / Bldg.	Estimated New Population and Employees
Residential	Units		Persons	
Rural Residential	36		3.20	115
Low Density Residential	595		3.20	1,904
Medium Density Residential	540		2.80	1,512
Medium High Density Residential	891		2.60	2,317
High Density Residential	318		2.40	763
Accessory Dwelling Units [1]	25		1.45	36
Subtotal Residential Units	2,405			6,647
Non-Residential	Bldg. Sq. Ft.		Bldg. Sq. Ft.	
Neighborhood Commercial	236,000		350	674
Central Business District	42,000		200	210
Highway Service Commercial	36,000		350	103
Office	217,000		250	868
Light Industrial	611,000		700	873
Heavy Industrial	371,000		850	436
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000			3,164
	Rooms		Rooms	
Hotel / Lodging	212		3	71

Source: City of Winters 2017 Travel Demand Model Land Use Input Summary by Fehr & Peers and HEC.

lu

[1] Average number of persons per ADU from Oregon Department of Environmental Quality, June 1, 2014, "Accessory dwelling units in Portland, Oregon evaluation and interpretation of a survey of ADU owners".

The City anticipates increasing its housing stock by 2,405 units, and its resident population by 6,647, over the next 20 years. New non-residential development is projected to employ 3,164 persons, with an additional 71 employees in the hotel/lodging sector.

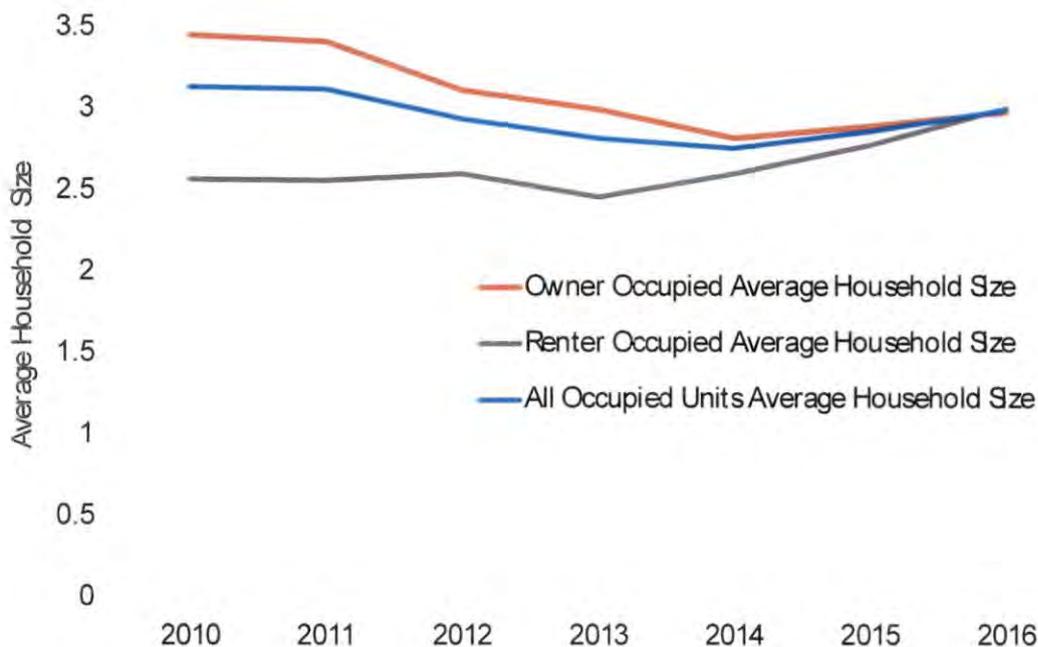
In line with a nationwide trend toward smaller households¹, the nexus study average persons per household is lower than the current City average persons per household. Figure 3 shows the trend

¹ US Census Bureau Release Number CB16-192, November 17, 2016. Households have grown smaller over time, reflecting the decrease in family size and the rise of living alone. The average number of people living in each household has declined from 3.3 people in 1960 to 2.5 today.

in persons per household for owner-occupied and renter-occupied households in Winters. Although the percentage of total housing units that are rented did not fluctuate significantly, the number of persons per rental unit increased significantly between 2010 and 2016. The number of persons per owner-occupied unit decreased over the same time period. The California Department of Finance reports the City had an average of 3.11 persons per occupied household January 1, 2017.

As shown in Table 6 on the next page, the nexus study assumes new residential units have an average persons per household factor of 2.85 (after accounting for 3% vacancy).

Figure 3
Person per Household Trends



2.3 SERVICE POPULATION PROJECTION ESTIMATES

The service population projection is the measurement of additional new residents and employees. The service population is used to allocate costs among land uses for all the development impact fees with the exception of water and wastewater, which allocations are based on common use factors (demand) for those services. The service population is referred to as “persons served” in the nexus study. Total persons served is the residential population plus a percentage of employees, as given in the formula below:

$$\text{Employee: } 45 \text{ hrs/week} \div 84 \text{ hrs/week} = 0.54 \text{ resident}$$

Assuming employees typically are in the City 9 hours per day for 5 days per week, they have access to City services 45 hours per week. Residents are typically in the City 7 days per week. With an average of 12 daylight hours per day in California, residents typically have access to City services 84

hours per week. In the study, one employee equals approximately 0.54 residents. Table 6 shows the current and future service population estimates on which the Buy-in Facilities Costs and the Shared New Facilities Costs (see definitions on page 13) are allocated in the fee calculations.

Table 6
Service Population Fee Calculation Assumptions

Item	Total
Current Conditions	
Estimated Current Population (Dep't of Finance 1/1/17)	7,249
Occupied Households (Dep't of Finance 1/1/17)	2,332
Persons per Household	3.11
Estimated Current Employees (2015 U.S. Census) [see Table A-6]	1,689
Estimated Total Service Population [1]	8,154
New Growth through 2036	
New Population	6,647
Number of Households [2]	2,333
Persons per Household	2.85
New Employees [See Table 4]	3,235
Estimated New Service Population [1]	8,380
General Plan Buildout Conditions	
Estimated 2036 Population	13,896
Estimated 2036 Employees	4,924
Estimated 2036 Service Population [1]	16,534
Estimated Percentage Existing Service Population	49.3%
Estimated Percentage New Service Population	50.7%

Source: California Department of Finance, American Community Survey 2015
via Onthemap.com. fca

[1] Employees counted as 54% of residents. Employees in Winters 9 hrs/ day for 5 days/ week divided by residents in Winters 12 hrs/ day for 7 days/ week.

[2] Total of new residential units from Table 3 with a 3.1% vacancy factor applied.

2.4 SUMMARY OF FEE CALCULATION METHODOLOGY

The methodology for calculating the development impact fees is summarized below:

1. Identify existing development and estimate future demand projections from growth areas identified in the City's General Plan.
2. Determine the total cost of facilities and equipment for each fee category:
 - a. Buy-In Facilities Cost. For existing facilities with capacity to serve new residents and employees, determine the replacement cost less depreciation and the "buy-in" cost for new service population that will use existing City facilities' capacity,
 - b. Shared New Facilities Cost. Determine the cost of new facilities needed to service both existing service population and new service population,
 - c. New Development Facilities Cost. Determine the cost of new facilities needed to service the anticipated demand from growth only.
3. For Steps 2b. and 2c. apply other revenue sources (developer contributions, grants, area fees and charges) to the total cost of facilities identified in Step 2 to determine net costs to be funded from existing and future service populations. This information is not provided in the nexus study but is available from the City.
4. For costs developed under 2a. and 2b. allocate only the portion of costs associated with the increased demand from new development to the development impact fee program.
5. Determine the appropriate allocation factors on which to allocate costs to different land uses, then apply the allocation factors to the General Plan land use categories and anticipated total development in each land use category.
6. Calculate the proportional service population for each land use category and allocate the total costs to each land use based on the proportional service population to determine proportional fee responsibility for each land use category.
7. Divide the proportional fee responsibility by the anticipated growth in that land use category to calculate the new fee per dwelling unit for residential uses, per building square foot for non-residential uses, and per room for hotel/lodging uses.
8. Add three-percent to the calculated fee for administration costs to determine the total development impact fee for each land use category.

2.5 FINANCING ASSUMPTIONS

Some facilities costs are large and may require financing up-front which will be repaid over time with development impact fees. For all of the development impact fees, with the exception of the project monitoring fee, which is based on a known and already-expended cost, the nexus study assumes that Shared New Facilities Costs and New Development Facilities Costs will be financed at an interest rate of 5.25% over 20 years under Options 1 and 2.

Chapter 3: WATER AND WASTEWATER FEES

3.1 COMMON USE FACTORS

The allocations of cost to each land use category for water and wastewater are based on the percentage share of total use of each type of facility that each land use represents. The percentage use of facilities for most of the DIF program is determined by the service population generated by each land use; however, for water and wastewater, use is determined by share of water demand or wastewater demand on the respective utility systems. Demand is measured in gallons per day for each land use; for residential on a per unit basis, for non-residential on a per 1,000 square foot basis, and for hotels/lodging, on a per room basis. The demand for each land use is then related to a low-density single-family home. The common use factors for water and wastewater are shown in Table 7.

Table 7
Water and Wastewater Common Use Factors

Land Use	Water		Wastewater	
	Average Gallons per Day	Ratio to Low Density	Average Gallons per Day	Ratio to Low Density
Residential	per unit		per unit	
Rural Residential	275	1.00	180	1.00
Low Density Residential	275	1.00	180	1.00
Medium Density Residential	225	0.82	155	0.86
Medium High Density Residential	175	0.64	125	0.69
High Density Residential	150	0.55	110	0.61
Accessory Dwelling Units	91	0.33	66	0.37
Non-Residential	per 1,000 sq.ft.		per 1,000 sq.ft.	
Neighborhood Commercial	70	0.25	60	0.33
Central Business District	70	0.25	60	0.33
Highway Service Commercial	70	0.25	60	0.33
Office	90	0.33	68	0.38
Light Industrial	65	0.24	62	0.34
Heavy Industrial	65	0.24	65	0.36
Hotel / Lodging	per room		per room	
	115	0.42	80	0.45

Source: HEC

factors

As an example, 1,000 square feet of neighborhood commercial generates about 25% of the demand for water each day, and one-third of the wastewater flow each day, as one low-density single-family home. The estimates of water and wastewater demand, expressed in gallons per day, are derived from numerous water and wastewater rate studies in California.

3.2 WATER FACILITY NEEDS AND COST ESTIMATES

Water facility needs and cost estimates were provided by Ponticello Enterprises, the City's consulting engineer. Table 8 summarizes total facility costs to be collected in development impact fees. Detailed facility costs are presented in Appendix Table A-4. Shared New Facilities Costs include new vehicles and maintenance equipment. New Development Facilities Costs include a water system master plan update, an urban water management plan, three new wells, and water mains. All costs shown are net of other funding sources. Project costs to be included in the water development impact fee total \$9.94 million.

Table 8
Estimated Water Projects Cost Summary

Cost Element	Total Estimated Cost	Allocation to New Growth	Estimated Cost Allocated to New Growth
Shared New Facilities	\$288,000	50.7%	\$145,973
New Development Facilities	\$9,797,157	100.0%	\$9,797,157
Subtotal Infrastructure Costs	\$10,085,157		\$9,943,130
Estimated Financing Costs			\$0
Total Water Projects Estimated Cost			\$9,943,130

Source: City of Winters, Ponticello Engineering, and HEC.

h20alloc

3.3 WATER FEE CALCULATION

The water development impact fee calculation is shown in Table 9 on the following page. Increased service population leads to an increased demand for public services which in turn necessitates an increase in facilities and equipment to meet new demand. In some cases, there may be an existing deficiency. For new infrastructure and equipment that will service existing and future service population, only the portion of the costs attributable to meeting the demand of the new service population are allocated to new growth.

New residential development is responsible for 79% of the total cost. Non-residential development is responsible for 21% of the total cost. The water development impact fee increases from current fee levels for all land uses except rural residential, neighborhood commercial, and central business district.

Table 9
Water Fee Calculation

Land Use Category	Units/ Bdg. Sq. Ft. / Rooms	Ratio of Dwelling Unit Equivalents	Dwelling Unit Equivalents	Proportional Service Population	Proportional Fee Responsibility	Calculated Fee Per Dwelling Unit / Bldg. Sq. Ft. / Room	Calculated New Fee	Current Fee	Change in Fee
		see Table 7					incl. admin. fee 3% per unit		
Residential									
Rural Residential	36	1.00	36	1.6%	\$156,092	\$4,335.88	\$4,465.96	\$5,590.00	(\$1,124.04)
Low Density Residential	595	1.00	595	25.9%	\$2,579,849	\$4,335.88	\$4,465.96	\$4,346.00	\$119.96
Medium Density Residential	540	0.82	442	19.3%	\$1,915,671	\$3,547.54	\$3,653.96	\$2,904.00	\$749.96
Medium High Density Residential	891	0.64	567	24.7%	\$2,458,444	\$2,759.20	\$2,841.97	\$1,975.00	\$866.97
High Density Residential	318	0.55	173	7.6%	\$752,078	\$2,365.03	\$2,435.98	\$1,423.00	\$1,012.98
Accessory Dwelling Units [1]	25	0.33	8	0.4%	\$35,722	\$1,428.87	\$1,471.74	n/a	n/a
Subtotal Residential Units	2,405		1,822	79.4%	\$7,897,856				
Non-Residential							per bldg. sq. ft.		
Neighborhood Commercial	236,000	0.25	60	2.6%	\$260,468	\$1.10	\$1.14	\$1.40	(\$0.26)
Central Business District	42,000	0.25	11	0.5%	\$46,355	\$1.10	\$1.14	\$1.40	(\$0.26)
Highway Service Commercial	36,000	0.25	9	0.4%	\$39,732	\$1.10	\$1.14	\$0.50	\$0.64
Office	217,000	0.33	71	3.1%	\$307,926	\$1.42	\$1.46	\$0.00	\$1.46
Light Industrial	611,000	0.24	144	6.3%	\$626,180	\$1.02	\$1.06	\$1.03	\$0.03
Heavy Industrial	371,000	0.24	88	3.8%	\$380,217	\$1.02	\$1.06	\$0.10	\$0.96
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000		383	16.7%	\$1,660,879				
Hotel / Lodging [1]	212	0.42	89	3.9%	\$384,396	\$1,813.19	\$1,867.58	n/a	n/a
Total Water			2,293	100.0%	\$9,943,130				

Source: HEC.

waterfee

[1] These land uses do currently pay impact fees; however, they cannot be directly compared to the new fee schedule.

3.4 WATER NEXUS FINDINGS

Nexus Test for the Water Development Impact Fee	
Identify the purpose of the fee.	The purpose of the fee is to fund new development's share of City water resource, treatment, and distribution infrastructure.
Identify the use of the fee.	The fee will be used to pay for new development's use of existing capacity and to construct improvements that will adequately provide water to property development.
Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the City will generate additional demand for water inside and outside buildings. The fee will be used to ensure sufficient infrastructure capacity and water resources are available to serve the new development.
Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.	Different land uses have different water demands. Water resources and facilities must be sized to accommodate drinking water, irrigation, and fire flow needs commensurate to the type of development that occurs.
Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.	The fee is based on the best estimate of costs to provide water to new development in the City. Developing land uses will be responsible for their portion of the total project cost based on their share of increased water demand.

3.5 WASTEWATER FACILITY NEEDS AND COST ESTIMATES

Wastewater facility needs and cost estimates were provided by Ponticello Enterprises, the City's consulting engineer. Table 10 summarizes total facility costs to be collected in development impact fees. Project costs to be included in the wastewater development impact fee total \$8.06 million. Detailed New Development Facility Costs are presented in Appendix Table A-5. Shared New Facilities Costs, also provided by Ponticello Enterprises, are for new vehicles. All costs shown are net of other funding sources.

Citywide new development costs include the East Street pump station, wastewater treatment plant upgrade and expansion (Option 2A as identified in the March 2016 City of Winters Wastewater Treatment Facility Master Plan Update), a new influent screen, and an update of the wastewater system master plan. All costs shown are net of other funding sources. Note that Appendix Table A-5 also includes estimates of costs to serve specific zones of benefit. These costs are for facilities that only benefit particular portions of the City; therefore, they are not included in the development impact fee. It is anticipated that when these zones of benefit develop, there will be a fee determined for each zone of benefit that will be in addition to the Citywide impact fee.

Table 10
Estimated Wastewater Projects Cost Summary

Description	Total Estimated Cost	Allocation to New Growth	Estimated Cost Allocated to New Growth
Shared New Facilities (Vehicles)	\$500,000	50.7%	\$253,425
New Development Facilities	\$7,805,940	100.0%	\$7,805,940
Subtotal Infrastructure Costs	\$8,305,940		\$8,059,365
Estimated Financing Costs			\$0
Total Wastewater Fee Improvement Costs			\$8,059,365

Source: City of Winters, Ponticello Engineering, and HEC.

wwtot

3.6 WASTEWATER FEE CALCULATION

The wastewater development impact fee calculation is shown in Table 11 on the following page. New residential development is responsible for 75% of the total cost. Non-residential development is responsible for 25% of the total cost.

The wastewater development impact fee decreases from current fee levels for all land uses except central business district and office land uses.

Table 11
Wastewater Development Impact Fee Calculation

Land Use Category	Units/ Bldg. Sq. Ft. / Rooms	Ratio of Dwelling Unit Equivalents	Dwelling Unit Equivalents	Proportional Funding Responsibility	Proportional Fee Responsibility	Calculated Fee Per Dwelling Unit / Bldg. Sq. Ft. / Room	Calculated New Fee	Current Fee	Change in Fee
		see Table 7					incl. admin fee 3%		
Residential							per unit		
Rural Residential	36	1.00	36	1.4%	\$114,077	\$3,168.81	\$3,263.88	\$7,574.00	(\$4,310.12)
Low Density Residential	595	1.00	595	23.4%	\$1,885,445	\$3,168.81	\$3,263.88	\$5,902.00	(\$2,638.12)
Medium Density Residential	540	0.86	465	18.3%	\$1,473,499	\$2,728.70	\$2,810.56	\$5,246.00	(\$2,435.44)
Medium High Density Residential	891	0.69	619	24.3%	\$1,960,704	\$2,200.57	\$2,266.58	\$3,935.00	(\$1,668.42)
High Density Residential	318	0.61	194	7.6%	\$615,806	\$1,936.50	\$1,994.59	\$2,754.00	(\$759.41)
Accessory Dwelling Units	25	0.37	9	0.4%	\$29,249	\$1,169.97	\$1,205.07	n/a	n/a
Subtotal Residential Units	2,405		1,918	75.4%	\$6,078,780				
Non-Residential							per bldg. sq. ft.		
Neighborhood Commercial	236,000	0.33	79	3.1%	\$250,329	\$1.06	\$1.09	\$2.78	(\$1.69)
Central Business District	42,000	0.33	14	0.6%	\$44,550	\$1.06	\$1.09	\$0.97	\$0.12
Highway Service Commercial	36,000	0.33	12	0.5%	\$38,186	\$1.06	\$1.09	\$2.78	(\$1.69)
Office	217,000	0.38	82	3.2%	\$259,772	\$1.20	\$1.23	\$0.00	\$1.23
Light Industrial	611,000	0.34	210	8.2%	\$664,206	\$1.09	\$1.12	\$1.39	(\$0.27)
Heavy Industrial	371,000	0.36	134	5.3%	\$424,533	\$1.14	\$1.18	\$1.85	(\$0.67)
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000		531	20.9%	\$1,681,576				
Hotel / Lodging [1]	212	0.45	94	3.7%	\$299,009	\$1,410.42	\$1,452.73	n/a	n/a
Total Wastewater			2,543	100.0%	\$8,059,365				

Source: HEC.

w/fee

[1] These land uses do currently pay impact fees; however, they cannot be directly compared to the new fee schedule.

3.7 WASTEWATER NEXUS FINDINGS

Nexus Test for the Wastewater Development Impact Fee	
Identify the purpose of the fee.	The purpose of the fee is to fund new development's share of City wastewater collection, treatment and disposal of effluent infrastructure.
Identify the use of the fee.	The fee will be used to pay for new development's use of existing capacity and to construct improvements that will adequately convey and treat wastewater for property development.
Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the City will generate additional wastewater flows that must be collected, treated, and disposed of pursuant to Federal and State regulations. The fee will be used to ensure sufficient infrastructure and treatment capacity is available to serve the new development.
Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.	Different land uses generate different wastewater flows. Wastewater facilities must be sized to accommodate estimated new wastewater flow that is commensurate to the type of development that occurs.
Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.	The fee is based on the best estimate of costs to provide wastewater service to new development in the City. Developing land uses will be responsible for their portion of the total project cost based on their share of increased wastewater flows.

Chapter 4: PARKS AND RECREATION FEE

4.1 FACILITY NEEDS AND COST ESTIMATES

The service population generated by new development will utilize the City's community center and swimming pool. These facilities were built in 1980 and 2007 respectively, and the fee includes a buy-in for new development to use the existing capacity available at these facilities (see Appendix Table A-6). Although the timing is uncertain, the City plans to build a new sports park and community center. The planned sports park 30.5-acre site intended to provide a venue for a variety of organized team sports, including three to four basketball/softball diamonds, turf fields for soccer and football, and a multiuse sports barn with lighting. The new sports park is anticipated to attract participants and spectators from Winters and the surrounding area. It will be large enough to host tournaments and competitions. The new sports park is estimated to cost \$15.00 million in today's dollars. The new community center is estimated to cost \$12.00 million in today's dollars. All costs shown in Appendix Table A-7 are net of other funding sources.

The City has removed the neighborhood park requirement from its DIF program; instead, it will determine neighborhood park requirements during the development review process. Total estimated parks and recreation cost included in the fee is \$15.46 million, as shown in Table 12.

Table 12
Estimated Total Parks and Recreation Projects Cost Summary

Cost Element	Total Estimated Cost	Allocation to New Growth	Estimated Cost Allocated to New Growth
Community Facilities			
Buy-In Facilities	\$3,497,642	50.7%	\$1,772,782
Shared New Facilities	\$27,000,000	50.7%	\$13,684,966
Subtotal Infrastructure Costs	\$30,497,642		\$15,457,748
Estimated Financing Costs			\$0
Subtotal Community Facilities			\$15,457,748
Neighborhood Facilities			
Buy-In Facilities	\$4,374,547	0.0%	\$0
Subtotal Neighborhood Facilities	\$4,374,547		\$0
Total Estimated Parks Cost			\$15,457,748

Source: City of Winters and HEC

parksum

4.2 FEE CALCULATION

The parks and recreation development impact fee comprise two components. The community facilities costs are spread among all land uses because both residents and employees may use the facilities. Neighborhood parks facilities costs are spread only among projected new residents because these facilities are located near housing and are unlikely to be visited by people who work in Winters. Table 13 on the next page shows the cost allocation and fee calculation for the community fee and the neighborhood fee components of the park and recreation fee. There are no neighborhood park facilities costs included in the total costs; therefore, the neighborhood park fee component is zero.

Table 14 shows the total parks and recreation development impact fee. New residential development is responsible for 79% of the total community parks facilities costs, and 100% of the neighborhood parks facilities costs. Non-residential development is responsible for 21% of the total community parks facilities cost. The parks and recreation development impact fees increase from current levels for all land uses.

Table 14
Total Park and Recreation Development Impact Fee

Land Use	Community	Neighborhood	Total	Current Fee	Change in Fee
Residential	includes administration fee at 3%				
Rural Residential	\$6,079.54	\$0.00	\$6,079.54	\$2,131.00	\$3,948.54
Low Density Residential	\$6,079.54	\$0.00	\$6,079.54	\$2,131.00	\$3,948.54
Medium Density Residential	\$5,319.60	\$0.00	\$5,319.60	\$2,131.00	\$3,188.60
Medium High Density Residential	\$4,939.63	\$0.00	\$4,939.63	\$1,732.00	\$3,207.63
High Density Residential	\$4,559.66	\$0.00	\$4,559.66	\$1,332.00	\$3,227.66
Accessory Dwelling Units [1]	\$2,754.79	\$0.00	\$2,754.79	n/a	n/a
Non-Residential	per bldg. sq. ft.				
Neighborhood Commercial	\$2.91		\$2.91	\$0.00	\$2.91
Central Business District	\$5.09		\$5.09	\$0.00	\$5.09
Highway Service Commercial	\$2.91		\$2.91	\$0.00	\$2.91
Office	\$4.07		\$4.07	\$0.00	\$4.07
Light Industrial	\$1.45		\$1.45	\$0.00	\$1.45
Heavy Industrial	\$1.20		\$1.20	\$0.00	\$1.20
	per room				
Hotel / Lodging [1]	\$339.26		\$339.26	n/a	n/a

Source: HIEC

totparkfee

[1] These land uses do currently pay impact fees; however, they cannot be directly compared to the new fee schedule.

Table 13
Parks Community and Neighborhood Facilities Fee Calculation

Land Use Category	Units/ Bldg. Sq. Ft. / Rooms	Persons per HH/ Bldg. Sq. Ft. per Employee / Rooms per Employee	Total Persons Served	Proportional Service Population	Proportional Fee Responsibility	Calculated Fee Per Dwelling Unit / Bldg. Sq. Ft. / Room	Calculated New Fee	Current Fee	Change in Fee
							incl. admin. fee 3%		
							per unit		
COMMUNITY FEE									
Residential									
Rural Residential	36	3.20	115	1.4%	\$212,489	\$5,902.47	\$6,079.54	\$2,131.00	\$3,948.54
Low Density Residential	595	3.20	1,904	22.7%	\$3,511,968	\$5,902.47	\$6,079.54	\$2,131.00	\$3,948.54
Medium Density Residential	540	2.80	1,512	18.0%	\$2,788,916	\$5,164.66	\$5,319.60	\$2,131.00	\$3,188.60
Medium High Density Residential	891	2.60	2,317	27.6%	\$4,273,017	\$4,795.75	\$4,939.63	\$1,732.00	\$3,207.63
High Density Residential	318	2.40	763	9.1%	\$1,407,738	\$4,426.85	\$4,559.66	\$1,332.00	\$3,227.66
Accessory Dwelling Units	25	1.45	36	0.4%	\$66,864	\$2,674.56	\$2,754.79	\$933.00	\$1,821.79
Subtotal Residential Units	2,405		6,647	79.3%	\$12,260,992				
Non-Residential							per bldg. sq. ft.		
Neighborhood Commercial	236,000	350.00	361	4.3%	\$666,286	\$2.82	\$2.91	\$0.00	\$2.91
Central Business District	42,000	200.00	113	1.3%	\$207,509	\$4.94	\$5.09	\$0.00	\$5.09
Highway Service Commercial	36,000	350.00	55	0.7%	\$101,637	\$2.82	\$2.91	\$0.00	\$2.91
Office	217,000	250.00	465	5.5%	\$857,702	\$3.95	\$4.07	\$0.00	\$4.07
Light Industrial	611,000	700.00	468	5.6%	\$862,502	\$1.41	\$1.45	\$0.00	\$1.45
Heavy Industrial	371,000	850.00	234	2.8%	\$431,292	\$1.16	\$1.20	\$0.00	\$1.20
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000		1,695	20.2%	\$3,126,928				
Hotel / Lodging							per room		
Hotel / Lodging	212	3.00	38	0.5%	\$69,828	\$329.38	\$339.26	n/a	n/a
Total			8,380	100.0%	\$15,457,748				
NEIGHBORHOOD FEE									
Residential									
Rural Residential	36	3.20	115	1.7%					
Low Density Residential	595	3.20	1,904	28.6%					
Medium Density Residential	540	2.80	1,512	22.7%					
Medium High Density Residential	891	2.60	2,317	34.9%					
High Density Residential	318	2.40	763	11.5%					
Accessory Dwelling Units	25	1.45	36	0.5%					
Total Residential Units	2,405		6,647	100.0%					

Source: City of Winters and HEC.

parkfee

4.3 NEXUS FINDINGS

Nexus Test for the Parks and Recreation Development Impact Fee	
Identify the purpose of the fee.	The purpose of the fee is to fund new development's share of existing parks and recreation facilities costs, and to pay new development's portion of new infrastructure costs.
Identify the use of the fee.	The fee will be used to construct parks facilities that benefit all new residents and employees.
Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the City will generate additional recreation needs. The fee will be used to mitigate the impacts of new residents and employees on the City's parks and recreation facilities.
Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.	New residents and employees will utilize existing and new community facilities. New residents will utilize existing neighborhood parks and recreation facilities. New persons served generated by developed properties will pay their proportional impact on the facilities.
Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.	The fee is based on the best estimate of costs to continue to provide parks and recreation facilities in the City. Developing land uses will be responsible for their portion of costs based on their share of increased service population.

Chapter 5: PUBLIC SAFETY FEE

5.1 FACILITY NEEDS AND COST ESTIMATES

The City of Winters Police Department facility needs and cost estimates were provided by Police Chief Miller in September, 2017. Public safety facilities are considered adequate to service the existing and new service population through 2036. The current estimated value of the public safety facilities is \$4.66 million, as is shown in Appendix Table A-8. Of this total cost, the portion of existing facilities costs attributable to new development is \$2.36 million (see Table 15 below). The police department will have to hire two new police officers and one community services officer, and the cost estimates for the development impact fee program include equipment for these positions. Officer equipment costs are estimated at \$112,760 in today's dollars, as shown in Appendix Table A-9. All costs shown are net of other funding sources.

Table 15
Estimated Public Safety Projects Cost Summary

Cost Element	Total Estimated Cost	Allocation to New Growth	Estimated Cost Allocated to New Growth
Buy-In Facilities	\$4,657,010	50.7%	\$2,360,408
New Development Facilities	\$112,760	100.0%	\$112,760
Subtotal Infrastructure Costs	\$4,769,770		\$2,473,168
Estimated Financing Costs			\$0
Total Estimated Public Safety Cost			\$2,473,168

Source: City of Winters and HEC.

polalloc

5.2 FEE CALCULATION

The public safety development impact fee is calculated in Table 16. New residential development is responsible for 79% of the total public safety facilities costs, and new non-residential development is responsible for 21% of the total public safety facilities cost. The public safety development impact fee is reduced for high density residential, neighborhood commercial, highway service commercial, and light industrial land uses but increases for all other land uses.

Table 16
Public Safety Development Impact Fee Calculation

Land Use Category	Units / Bldg. Sq. Ft. / Rooms	Persons per HH/ Bldg. Sq. Ft. per Employee / Rooms per Employee	Total Persons Served	Proportional Service Population	Proportional Fee Responsibility	Calculated Fee Per Dwelling Unit / Bldg. Sq. Ft. / Room	Calculated New Fee	Current Fee	Change in Fee
Residential									
Rural Residential	36	3.20	115	1.4%	\$33,997	\$944.37	\$972.70	\$396.00	\$576.70
Low Density Residential	595	3.20	1,904	22.7%	\$561,899	\$944.37	\$972.70	\$394.00	\$578.70
Medium Density Residential	540	2.80	1,512	18.0%	\$446,214	\$826.32	\$851.11	\$394.00	\$457.11
Medium High Density Residential	891	2.60	2,317	27.6%	\$683,663	\$767.30	\$790.32	\$395.00	\$395.32
High Density Residential	318	2.40	763	9.1%	\$225,232	\$708.28	\$729.52	\$933.00	(\$203.48)
Accessory Dwelling Units	25	1.45	36	0.4%	\$10,698	\$427.92	\$440.75	n/a	n/a
Subtotal Residential Units	2,405		6,647	79.3%	\$1,951,702				
Non-Residential									
Neighborhood Commercial	236,000	350.00	361	4.3%	\$106,603		per bldg. sq. ft. \$0.47	\$0.50	(\$0.03)
Central Business District	42,000	200.00	113	1.3%	\$33,200		\$0.81	\$0.50	\$0.31
Highway Service Commercial	36,000	350.00	55	0.7%	\$16,261		\$0.47	\$0.50	(\$0.03)
Office	217,000	250.00	465	5.5%	\$137,228		\$0.65	\$0.00	\$0.65
Light Industrial	611,000	700.00	468	5.6%	\$137,996		\$0.23	\$0.50	(\$0.27)
Heavy Industrial	371,000	850.00	234	2.8%	\$69,005		\$0.19	\$0.10	\$0.09
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000		1,695	20.2%	\$500,294				
Hotel / Lodging [1]	212	3.00	38	0.5%	\$11,172		per room \$54.28	n/a	n/a
Total Public Safety			8,380	100.0%	\$2,473,168				

Source: City of Winters and HEC

[1] These land uses do currently pay impact fees; however, they cannot be directly compared to the new fee schedule.

policefee

5.3 NEXUS FINDINGS

Nexus Test for the Public Safety Development Impact Fee	
Identify the purpose of the fee.	The purpose of the fee is to pay for existing infrastructure that will serve new development, and new equipment that will be purchased specifically for new development.
Identify the use of the fee.	The fee will be used to provide the new service population public safety.
Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the City will generate additional public safety calls. The fee will be used to mitigate the resources necessary to respond to those additional public safety calls.
Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.	Public safety responders will utilize existing and new public safety facilities and equipment to serve new residents and employees. New persons served generated by developed properties will pay their proportional impact on the facilities and equipment.
Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.	The fee is based on the best estimate of costs to provide adequate public safety in the City. Developing land uses will be responsible for their portion of the total project cost based on their share of the increase in service population.

Chapter 6: FIRE PROTECTION FEE

6.1 FACILITY NEEDS AND COST ESTIMATES

The City of Winters Fire Department facility needs and cost estimates were provided by Fire Chief Bushrow in September, 2017. Existing facilities that new development will utilize are listed in Appendix Table A-10. The estimated current value of existing fire protection facilities is \$4.81 million. Of this total cost, the portion of existing facilities costs attributable to new development is \$2.44 million. Appendix Table A-11 lists the equipment that the fire department estimates necessary to serve new development through 2036. The list includes three new engines and equipment, a training tower, and other vehicles and equipment. The total cost of new equipment is estimated at \$2.56 million in today's dollars. All costs shown are net of other funding sources.

Table 17 summarizes the fire protection costs included in the fee calculation. The total cost to be paid through development impact fees is \$5.01 million.

Table 17
Estimated Fire Protection Projects Cost Summary

Cost Element	Total Estimated Cost	Allocation to New Growth	Estimated Cost Allocated to New Growth
Buy-In Facilities	\$4,815,404	50.7%	\$2,440,690
New Development Facilities	\$2,565,000	100.0%	\$2,565,000
Subtotal Infrastructure Costs	\$7,380,404		\$5,005,690
Estimated Financing Costs			\$0
Total Estimated Cost			\$5,005,690

Source: City of Winters and HEC.

firealloc

6.2 FEE CALCULATION

The fire protection development impact fee is calculated in Table 18. New residential development is responsible for 79% of the total fire protection facilities costs, and non-residential development is responsible for 21% of the total fire protection facilities cost. The fire protection development impact fee increases from current levels for all land use categories except light and heavy industrial.

Table 18
Fire Protection Development Impact Fee Calculation

Land Use Category	Units/ Bldg. Sq. Ft. / Rooms	Persons per HH/ Bldg. Sq. Ft. per Employee / Rooms per Employee	Total Persons Served	Proportional Service Population	Proportional Fee Responsibility	Calculated Fee Per Dwelling Unit / Bldg. Sq. Ft. / Room	Calculated New Fee	Current Fee	Change in Fee
							incl. admin. fee 3% per unit		
Residential									
Rural Residential	36	3.20	115	1.4%	\$68,810	\$1,911.40	\$1,968.74	\$1,382.00	\$586.74
Low Density Residential	595	3.20	1,904	22.7%	\$1,137,282	\$1,911.40	\$1,968.74	\$1,382.00	\$586.74
Medium Density Residential	540	2.80	1,512	18.0%	\$903,136	\$1,672.47	\$1,722.65	\$1,382.00	\$340.65
Medium High Density Residential	891	2.60	2,317	27.6%	\$1,383,733	\$1,553.01	\$1,599.60	\$1,123.00	\$476.60
High Density Residential	318	2.40	763	9.1%	\$455,869	\$1,433.55	\$1,476.56	\$864.00	\$612.56
Accessory Dwelling Units	25	1.45	36	0.4%	\$21,653	\$866.10	\$892.09	n/a	n/a
Subtotal Residential Units	2,405		6,647	78.9%	\$3,970,483				
							per bldg. sq. ft.		
Non-Residential									
Neighborhood Commercial	236,000	350	361	4.3%	\$215,764	\$0.91	\$0.94	\$0.79	\$0.15
Central Business District	42,000	200	113	1.3%	\$67,198	\$1.60	\$1.65	\$1.02	\$0.63
Highway Service Commercial	36,000	350	55	0.7%	\$32,913	\$0.91	\$0.94	\$0.79	\$0.15
Office	217,000	250	465	5.5%	\$277,750	\$1.28	\$1.32	\$0.00	\$1.32
Light Industrial	611,000	700	468	5.6%	\$279,304	\$0.46	\$0.47	\$0.55	(\$0.08)
Heavy Industrial	371,000	850	234	2.8%	\$139,666	\$0.38	\$0.39	\$0.51	(\$0.12)
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000		1,695	20.2%	\$1,012,595				
							per room		
Hotel / Lodging [1]	212	3.00	38	0.5%	\$22,613	\$106.66	\$109.86	n/a	n/a
Total Fire			8,380	100.0%	\$5,005,690				

Source: City of Winters and HEC

firefee

[1] These land uses do currently pay impact fees; however, they cannot be directly compared to the new fee schedule.

6.3 NEXUS FINDINGS

Nexus Test for the Fire Protection Development Impact Fee	
Identify the purpose of the fee.	The purpose of the fee is to fund new development's share of fire protection facilities and equipment costs.
Identify the use of the fee.	The fee will be used to construct facilities and buy equipment that will provide fire protection to new development.
Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the City will generate additional fire protection service calls. The fee will be used to mitigate costs of facilities and equipment necessary to respond to the additional fire protection calls from the new developments.
Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.	The fire department will utilize existing and new facilities and equipment to serve new residents and employees. New persons served generated by developed properties will pay their proportional impact on the facilities and equipment.
Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.	The fee is based on the best estimate of costs to provide adequate fire protection in the City. Developing land uses will be responsible for their portion of the total project cost based on their share of the increase in service population.

Chapter 7: GENERAL GOVERNMENT FEE

7.1 FACILITY NEEDS AND COST ESTIMATES

General government facilities are buildings and other infrastructure and equipment necessary for the City to serve its residents and businesses. Existing assets that will continue to be of service to new development are listed in Appendix Table A-12. New facilities that will be needed to serve new development through 2036 include a corporation yard and a remodel of the old police station. These costs are estimated to total \$4.12 million, as shown in Appendix Table A-13. All costs shown are net of other funding sources.

Table 19 provides a summary of the estimated general government facility costs to be included in the general government development impact fee calculation. The total estimated cost included in the development impact fee calculation is \$4.12 million.

Table 19
Estimated General Government Projects Cost Summary

Cost Element	Total Estimated Cost	Allocation to New Growth	Estimated Cost Allocated to New Growth
Buy-In Facilities	\$137,302	50.7%	\$69,592
New Development Facilities	\$4,118,585	100.0%	\$4,118,585
Subtotal Infrastructure Costs	\$4,255,888		\$4,188,177
Estimated Financing Costs			\$0
Total Estimated General Facilities Cost			\$4,188,177

Source: City of Winters and HEC

genalloc

7.2 FEE CALCULATION

The general government development impact fee is calculated in Table 20. New residential development is responsible for 79% of the total general government facilities costs, and new non-residential development is responsible for 21% of the total general government facilities cost. The fee decreases from current levels for all land uses except office.

Table 20
General Government Development Impact Fee Calculation

Land Use Category	Units / Bldg. Sq. Ft. / Rooms	Persons per HH / Bldg. Sq. Ft. per Employee / Rooms per Employee	Total Persons Served	Proportional Service Population	Proportional Fee Responsibility	Calculated Fee Per Dwelling Unit / Bldg. Sq. Ft. / Room	Calculated New Fee	Current Fee	Change in Fee
							incl. admin. fee 3%		
							per unit		
Residential									
Rural Residential	36	3.20	115	1.4%	\$57,572	\$1,599.24	\$1,647.21	\$2,012.00	(\$364.79)
Low Density Residential	595	3.20	1,904	22.7%	\$951,545	\$1,599.24	\$1,647.21	\$2,012.00	(\$364.79)
Medium Density Residential	540	2.80	1,512	18.0%	\$755,639	\$1,399.33	\$1,441.31	\$2,012.00	(\$570.69)
Medium High Density Residential	891	2.60	2,317	27.6%	\$1,157,746	\$1,299.38	\$1,338.36	\$1,635.00	(\$296.64)
High Density Residential	318	2.40	763	9.1%	\$381,418	\$1,199.43	\$1,235.41	\$1,257.00	(\$21.59)
Accessory Dwelling Units	25	1.45	36	0.4%	\$18,116	\$724.65	\$746.39	n/a	n/a
Subtotal Residential Units	2,405		6,647	79.3%	\$3,322,037				
							per bldg. sq. ft.		
Non-Residential									
Neighborhood Commercial	236,000	350.00	361	4.3%	\$180,526	\$0.76	\$0.79	\$1.15	(\$0.36)
Central Business District	42,000	200.00	113	1.3%	\$56,223	\$1.34	\$1.38	\$1.80	(\$0.42)
Highway Service Commercial	36,000	350.00	55	0.7%	\$27,538	\$0.76	\$0.79	\$1.15	(\$0.36)
Office	217,000	250.00	465	5.5%	\$232,389	\$1.07	\$1.10	\$0.00	\$1.10
Light Industrial	611,000	700.00	468	5.6%	\$233,689	\$0.38	\$0.39	\$0.43	(\$0.04)
Heavy Industrial	371,000	850.00	234	2.8%	\$116,856	\$0.31	\$0.32	\$0.32	\$0.00
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000		1,695	20.2%	\$847,221				
							per room		
Hotel / Lodging [1]	212	3.00	38	0.5%	\$18,920	\$89.24	\$91.92	n/a	n/a
Total General Facilities			8,380	100.0%	\$4,188,177				

Source: City of Winters and HEC

genfee

[1] These land uses do currently pay impact fees; however, they cannot be directly compared to the new fee schedule.

7.3 NEXUS FINDINGS

Nexus Test for the General Government Development Impact Fee	
Identify the purpose of the fee.	The purpose of the fee is to fund new development's share of existing general government facilities as well as new facilities that will be built as a result of new development.
Identify the use of the fee.	The fee will be used to pay for new development's use of existing facilities and to build and remodel facilities that will serve new development.
Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the City will generate additional general government service provision needs. The fee will be used to mitigate the additional costs associated with the general government services facilities to serve new development.
Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.	The City will utilize existing and new facilities and equipment to serve new residents and employees. New persons served generated by developed properties will pay their proportional impact on the facilities and equipment.
Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.	The fee is based on the best estimate of costs to provide adequate public works and administrative functions of the City. Developing land uses will be responsible for their portion of the total project cost based on their share of the increase in service population.

Chapter 8: PROJECT MONITORING FEE

8.1 COST ESTIMATES

The City has \$396,636 in General Plan development costs that new growth is responsible for reimbursing.

8.2 FEE CALCULATION

The project monitoring development impact fee calculation is shown in Table 21 on the following page. The total cost is allocated to each land use based on proportional service population. The project monitoring development impact fee is reduced from current fee levels for all land use categories because the total amount remaining is continually reduced by the collection of development impact fees.

8.3 NEXUS FINDINGS

Test for the Project Monitoring Development Impact Fee	
Identify the purpose of the fee.	The purpose of the fee is to fund new development's share of expended planning costs associated with the General Plan.
Identify the use of the fee.	The fee will be used to reimburse planning costs already expended on development of the 1992 General Plan, for which new development through 2036 benefits from.
Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the City requires many coordinated planning efforts, as allowed for in the General Plan. The fee will be used to pay for the costs of the existing General Plan.
Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.	Each new development project generates demand for public facilities and the related need for engineering, planning, and financing of these facilities. The City has to plan for new facilities to meet the needs of new development.
Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.	The fee is based on proportional service population generated by each land use category because the demand for facilities that must be planned are driven by new residents and employees in the City.

Table 21
Project Monitoring Development Impact Fee Calculation

Land Use Category	Units / Bdg. Sq. Ft. / Rooms	Persons per HH / Bldg. Sq. Ft. per Employee / Rooms per Employee	Total Persons Served	Proportional Service Population	Proportional Fee Responsibility	Calculated Fee Per Dwelling Unit / Bldg. Sq. Ft. / Room	Calculated New Fee	Current Fee	Change in Fee
							incl. admin. fee 3% per unit		
Residential									
Rural Residential	36	3.20	115	1.4%	\$5,452	\$151.45	\$156.00	\$1,221.00	(\$1,065.00)
Low Density Residential	595	3.20	1,904	22.7%	\$90,115	\$151.45	\$156.00	\$1,221.00	(\$1,065.00)
Medium Density Residential	540	2.80	1,512	18.0%	\$71,562	\$132.52	\$136.50	\$1,211.00	(\$1,074.50)
Medium High Density Residential	891	2.60	2,317	27.6%	\$109,643	\$123.06	\$126.75	\$1,166.00	(\$1,039.25)
High Density Residential	318	2.40	763	9.1%	\$36,122	\$113.59	\$117.00	\$1,156.00	(\$1,039.00)
Accessory Dwelling Units	25	1.45	36	0.4%	\$1,716	\$68.63	\$70.69	n/a	n/a
Subtotal Residential Units	2,405		6,647	79.3%	\$314,609				
							per bldg. sq. ft.		
Non-Residential									
Neighborhood Commercial	236,000	350.00	361	4.3%	\$17,096	\$0.07	\$0.07	\$0.64	(\$0.57)
Central Business District	42,000	200.00	113	1.3%	\$5,325	\$0.13	\$0.13	\$0.64	(\$0.51)
Highway Service Commercial	36,000	350.00	55	0.7%	\$2,608	\$0.07	\$0.07	\$0.64	(\$0.57)
Office	217,000	250.00	465	5.5%	\$22,008	\$0.10	\$0.10	\$0.64	(\$0.54)
Light Industrial	611,000	700.00	468	5.6%	\$22,131	\$0.04	\$0.04	\$0.11	(\$0.07)
Heavy Industrial	371,000	850.00	234	2.8%	\$11,067	\$0.03	\$0.03	\$0.11	(\$0.08)
Subtotal Non-Residential Bldg. Sq. Ft.	1,513,000		1,695	20.2%	\$80,235				
							per room		
Hotel / Lodging [1]	212	3.00	38	0.5%	\$1,792	\$8.45	\$8.71	n/a	n/a
Total Project Monitoring			8,380	100.0%	\$396,636				

Source: City of Winters and HEC

planfee

[1] These land uses do currently pay impact fees; however, they cannot be directly compared to the new fee schedule.

Chapter 9: CONTINUING ADMINISTRATION OF THE DIF PROGRAM

9.1 UPDATED IMPACT FEES ADOPTION

Pursuant to California Government Code, prior to increasing an existing fee, an agency must hold at least one open and public meeting. At least ten days prior to that meeting, the agency must make the nexus study and accompanying infrastructure costs and funding sources information available to the public. After adoption of the enabling ordinance or resolution there is a 60-day waiting period before the fees go into effect, unless an urgency ordinance is adopted with findings regarding the urgency being claimed. Fees adopted by urgency go into effect immediately.

It is recommended that the City adopt a resolution that allows for the transfer of fee revenues between the individual fee funds to provide greater flexibility and facilitate the timely construction of improvements by allowing fees to be combined and used as necessary. Any interfund transfers must be documented and must be repaid with interest.

All developers shall pay the amount of the impact fees in effect at the time a building permit is issued unless stated otherwise in a developer agreement with the City.

9.2 FEE STUDY UPDATES AND ADJUSTMENTS

It is recommended that the City update the fees annually by a predetermined index. The Engineering News Record San Francisco Construction Cost Index March to March change is recommended for an annual July 1 update. Periodic review of the DIF program is also recommended whenever estimated costs are revised, facility standards change, or there are changes in demographics or the land use plan.

For purposes of collecting the development impact fee, the City will make the final determination as to which land use category a particular development will be assigned. If the City determines that no land use category adequately captures use of the property development, the City Engineer and Finance Director will jointly determine the appropriate fee on a case by case basis.

9.3 MITIGATION FEE ACT COMPLIANCE

The City must comply with annual and five-year reporting requirements. Within 180 days of the end of a fiscal year, the following is to be furnished for the prior fiscal year:

1. The amount of the fee,
2. The beginning and ending balance of the account or fund,
3. The amount of the fees collected and interest earned,
4. An identification of each public improvement for which fees were expended and the amount of expenditures,
5. An identification of an approximate date by which the construction of a public improvement will commence, if sufficient funds exist for the project,

6. A description of each interfund transfer or loan made from the account or fund, including a description of repayment terms, and
7. Identification of any refunds once it has been determined that sufficient monies have been collected to fund all fee-related projects.

The information is to be available for public review and to be presented at the next regularly scheduled public meeting no less than 15 days after the information has been made available for public review. Every five years, the City must also make the following findings with respect to any remaining funds in the fee account:

1. Identify the purpose to which the fee is to be put,
2. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged,
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and
4. Designate the approximate dates on which funding of incomplete improvements is expected to be deposited into the fee account.

If the City does not make these findings, the law requires the City to refund monies on a prorated basis to the then current record owners of the development project.

9.4 FEE CREDITS OR REIMBURSEMENTS

The City may provide fee credits or reimbursements to developers who dedicate land or construct facilities. The credit or reimbursement may only be up to the cost of the improvement, as included in the DIF program, or the actual cost paid by the developer, whichever is lower. No credit or reimbursement will be allowed for costs incurred that are higher than estimated in the DIF program. Credits or reimbursements may be repaid based on the priority of the capital improvements, as determined by the City. Fee credits or reimbursements may be determined by the City on a case-by-case basis.

APPENDIX A
2018 NEXUS STUDY FEE CALCULATIONS
SUPPORTING TABLES

Table A-1
 City of Winters 2018 Development Impact Fees Nexus Study
 Existing Residential Development Impact Fees

Facility	Rural	Low Density	Medium Density	Medium High Density	High Density
	per unit – fees effective July 1, 2010				
Water System	\$5,590	\$4,346	\$2,904	\$1,975	\$1,423
Wastewater System	\$7,574	\$5,902	\$5,246	\$3,935	\$2,754
General Storm Drain	\$81	\$63	\$42	\$25	\$22
Streets	\$3,061	\$3,067	\$3,070	\$2,492	\$1,917
Parks and Recreation	\$2,131	\$2,131	\$2,131	\$1,732	\$1,332
Public Safety	\$396	\$394	\$394	\$395	\$933
Fire Protection	\$1,382	\$1,382	\$1,382	\$1,123	\$864
General Capital	\$2,012	\$2,012	\$2,012	\$1,635	\$1,257
Storm Drain-Non-Flood	\$582	\$454	\$303	\$182	\$161
Monitoring Fee	\$1,221	\$1,221	\$1,211	\$1,166	\$1,156
Total Development Impact Fees	\$24,030	\$20,972	\$18,695	\$14,660	\$11,819

Source: City of Winters.

res exdif

Table A-2
 City of Winters 2018 Development Impact Fees Nexus Study
 Existing Non-Residential Development Impact Fees

Facility	Neighborhood Commercial	Highway Commercial	Business District	Office	Other Commercial	Business Park	Light Industrial	Heavy Industrial	Public/Quasi Public
per Building Square Foot – fees effective July 1, 2010									
Water System	\$1.40	\$1.40	\$0.50	\$0.00	\$1.03	\$1.17	\$0.82	\$0.91	\$0.92
Wastewater System	\$2.78	\$2.78	\$0.97	\$0.00	\$1.99	\$1.99	\$1.39	\$1.85	\$2.14
General Storm Drain	\$0.03	\$0.03	\$0.01	\$0.00	\$0.02	\$0.02	\$0.02	\$0.02	\$0.00
Streets	\$3.74	\$3.74	\$2.72	\$0.00	\$2.80	\$1.12	\$0.65	\$0.48	\$0.00
Parks and Recreation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Safety	\$0.50	\$0.50	\$0.50	\$0.00	\$0.50	\$0.10	\$0.10	\$0.10	\$0.00
Fire Protection	\$0.79	\$0.79	\$1.02	\$0.00	\$1.03	\$0.65	\$0.55	\$0.51	\$0.00
General Capital	\$1.15	\$1.15	\$1.80	\$0.00	\$1.86	\$0.74	\$0.43	\$0.32	\$0.00
Storm Drain-Non-Flood	\$0.23	\$0.23	\$0.06	\$0.00	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00
Monitoring Fee	\$0.64	\$0.64	\$0.64	\$0.64	\$0.64	\$0.11	\$0.11	\$0.11	\$0.00
Total Fees	\$11.26	\$11.26	\$8.22	\$0.64	\$10.03	\$6.06	\$4.07	\$4.30	\$3.06

Source: City of Winters.

nonres exdif

Table A-3
 City of Winters 2018 Development Impact Fees Nexus Study
 Existing Employment in Winters

Industry	Number of Employees	Percentage
Agriculture, Forestry, Fishing and Hunting	515	30%
Mining, Quarrying, and Oil and Gas Extraction	0	0%
Utilities	1	0%
Construction	74	4%
Manufacturing	57	3%
Wholesale Trade	32	2%
Retail Trade	113	7%
Transportation and Warehousing	127	8%
Information	13	1%
Finance and Insurance	18	1%
Real Estate and Rental and Leasing	12	1%
Professional, Scientific, and Technical Services	19	1%
Management of Companies and Enterprises	0	0%
Administration & Support, Waste Management and Remediation	22	1%
Educational Services	214	13%
Health Care and Social Assistance	105	6%
Arts, Entertainment, and Recreation	2	0%
Accommodation and Food Services	269	16%
Other Services (excluding Public Administration)	39	2%
Public Administration	57	3%
Total Existing Employees in Winters	1,689	100%

Source: 2015 American Community Survey via Onthemap.com.

emps

Table A-4
 City of Winters 2018 Development Impact Fees Nexus Study
 Water Project Costs Detail

Description	Estimated Cost
	2018 Dollars
Project Costs that Serve Existing and New Development	
Vehicles	\$140,000
Maintenance Equipment	\$148,000
Estimated Total Project Costs that Serve Existing and New Development	\$288,000
Project Costs that Serve New Development	
Water System Master Plan Update	\$62,500
Urban Water Management Plan	\$90,000
Future Water Wells (3)	\$7,722,000
North Eastern Area Water Mains to 32A	\$1,239,608
Railroad Avenue Water Mains	\$683,049
Total Estimated Project Costs that Serve New Development	\$9,797,157

Source: Ponticello Enterprises.

wnewold

Table A-5
 Qty of Winters 2018 Development Impact Fees Nexus Study
 Wastewater Project Costs Detail

Description	Estimated Cost
	2018 Dollars
Qtywide Projects that Serve New Development	
Wastewater System Master Plan Update	\$125,000
East Street Pump Station	
Railroad/ East Abbey to MainStreet Relief Sewer	\$329,940
WWTF Improvements	
Option 2A Improvements	\$6,051,000
Influent Screen	\$1,300,000
Qtywide Estimated Total Cost	\$7,805,940
Future Pump Station A	
Future Pump Station A for SW Area	\$2,955,810
Dual Force Mains for Pump Station A	\$3,321,510
Zone of Benefit A Estimated Total	\$6,277,320
Future Pump Station C	
Future Pump Station C for Northeast Area	\$4,502,880
Dual Force Mains to Parallel E St. PSForce Main	\$1,278,360
Northeastern Area Sewers (10" section)	\$429,724
Northeastern Area Sewers (15" section)	\$282,939
Northeastern Area Sewers (18" section)	\$30,879
Zone of Benefit C Estimated Total	\$6,524,782
Future Pump Station D	
Pump Station on Railroad Ave	\$739,350
Parallel Sewers on Neimann St to PSD (#2)	\$270,106
Dutton Street Sewer Upsizing	\$231,225
Neimann/Railroad/Dutton Sewers (10" section)	\$53,547
East Street Pump Station Expansion	\$2,273,700
East Street Pump Station Instrumentation	\$109,710
Parallel E St. PSForce Main Segment #1	\$1,637,700
50% of Parallel E St. PSForce Main Segment #2	\$1,926,285
Zone of Benefit D Estimated Total	\$7,241,623

Source: Ponticello Enterprises.

wwnew

Table A-6
 City of Winters 2018 Development Impact Fees Nexus Study
 Depreciation of Existing Parks and Recreation Assets

Description	Year Acquired	Useful Life years	Cost	Annual Depreciation	Elapsed Time years	Total Depreciation	Original ENR	ENF Feb.
Community Facilities								
Community Center Maint Shed	1/1/1987	50	\$16,000	\$320	31.1	\$9,953	4,406	10,000
Community Center	1/1/1980	50	\$800,000	\$16,000	38.1	\$609,753	3,237	10,000
Swimming Pool	6/1/2007	20	\$925,000	\$46,250	10.7	\$493,798	7,939	10,000
Swimming Pool	6/1/2007	20	\$725,000	\$36,250	10.7	\$387,031	7,939	10,000
Pool Cover	5/22/2015	5	\$7,958	\$1,592	2.7	\$4,295	9,979	10,000
Total Community Facilities								
Neighborhood Facilities								
WPNS Linoleum	9/30/2004	50	\$7,590	\$152	13.3	\$2,026	7,298	10,000
201 First St (Rogers Bldg)	12/3/2010	50	\$210,211	\$4,204	7.2	\$30,132	8,952	10,000
Ampitheater	5/10/2005	50	\$38,833	\$777	12.7	\$9,892	7,398	10,000
Tennis Court Rebuild	4/21/2005	50	\$21,734	\$435	12.8	\$5,559	7,355	10,000
Community Shade Structure	6/30/2006	50	\$93,427	\$1,869	11.6	\$21,670	7,700	10,000
Rotary Park Restroom	6/1/2008	50	\$92,306	\$1,846	9.7	\$17,859	8,185	10,000
Rotary Park Restroom	7/1/2008	50	\$34,259	\$685	9.6	\$6,572	8,293	10,000
City Park Booster Pump	9/30/2014	20	\$14,300	\$715	3.3	\$2,388	9,870	10,000
City Park Play Structure	4/22/2015	50	\$36,538	\$731	2.8	\$2,032	9,992	10,000
City Park Basketball Court Surface	1/21/2015	20	\$28,000	\$1,400	3.0	\$4,242	9,972	10,000
City Park Basketball Court Striping	4/9/2015	20	\$12,250	\$613	2.8	\$1,725	9,992	10,000
North Park Putah Creek Park	5/7/2013	50	\$1,816,786	\$36,336	4.7	\$172,221	9,516	10,000
Walnut Park Phase I	3/14/2014	50	\$491,772	\$9,835	3.9	\$38,237	9,702	10,000
City Park Rehabilitation	3/1/2016	50	\$101,662	\$2,033	1.9	\$3,905	10,242	10,000
Rotary Park Parking Lot	7/31/2006	50	\$1,015,446	\$20,309	11.5	\$233,803	7,721	10,000
Total Neighborhood Facilities								
Total Existing Community and Neighborhood Facilities								

Source: City of Winters, Engineering News Record, and HEC.

Prepared by HEC

Table A-7
 City of Winters Fee Update
 Parks and Recreation Community Facilities Costs Detail

Project Description	Estimated Cost
	2018 Dollars
Community Facilities	
Sports Park	\$15,000,000
Community Center	\$12,000,000
Estimated Community Facilities Costs	\$27,000,000
Source: City of Winters.	parkcost

Table A-8
 City of Winters 2018 Development Impact Fees Nexus Study
 Depreciation of Public Safety Assets

Description	Year Acquired	Useful Life	Cost	Annual Depreciation	Elapsed Time (years)	Accumulated Depreciation	Acquired Year ENR	ENR Feb. 2
		years			years			
Chief's Car Equipment	6/1/2013	5	\$9,150	\$1,830	4.7	\$8,548	8,865	10,8
Jeep CSI Vehicle	3/5/2013	5	\$21,449	\$4,290	4.9	\$21,072	9,456	10,8
Patrol Vehicle	4/24/2014	5	\$46,407	\$9,281	3.8	\$35,040	9,750	10,8
Patrol Vehicle	7/9/2014	5	\$52,392	\$10,478	3.6	\$37,378	9,835	10,8
Patrol Vehicle	10/28/2015	5	\$49,662	\$9,932	2.3	\$22,477	10,128	10,8
Patrol Vehicle	4/5/2016	5	\$55,467	\$11,093	1.8	\$20,242	10,280	10,8
Radio Tower at Station [1]	1/1/2012	50	\$140,787	\$2,816	6.1	\$17,141	9,176	10,8
In-Car Camera System	11/1/2012	5	\$59,620	\$11,924	5.3	\$62,626	9,398	10,8
Public Safety Facility [1]	10/19/2011	50	\$43,963	\$879	6.3	\$5,531	9,147	10,8
Public Safety Facility [1]	10/19/2011	50	\$8,339,048	\$166,781	6.3	\$1,049,121	9,147	10,8
Total Depreciated Assets Value								

Source: City of Winters, Engineering News Record, and HEC.

[1] Shared facility with Fire Department, replacement cost new less depreciation reduced by 50%.

Prepared by HEC

Table A-9
 City of Winters Fee Update
 Public Safety Projects Costs Detail

Project Description	Estimated Price	Quantity	Estimated Cost
Per Police Officer Costs			
Patrol Vehicle with Equipment	\$35,000	2	\$70,000
Primary Handgun	\$800	2	\$1,600
Secondary Handgun	\$450	2	\$900
Rifle	\$1,200	2	\$2,400
Less Lethal	\$450	2	\$900
Taser	\$1,060	2	\$2,120
Ballistic Helmet	\$400	2	\$800
Crowd Control Helmet	\$150	2	\$300
Duty Gear	\$600	2	\$1,200
Portable Radio	\$8,500	2	\$17,000
Ballistic Vest and Cover	\$1,000	2	\$2,000
Gas Mask Kit	\$500	2	\$1,000
Miscellaneous Equipment	\$1,525	2	\$3,050
Total Police Officer Estimated Costs			\$103,270
Per Community Service Officer			
Duty Gear	\$250	1	\$250
Portable Radio	\$8,500	1	\$8,500
Miscellaneous Equipment	\$740	1	\$740
Total Community Service Officer Estimated Costs			\$9,490
Total Public Safety Projects Estimated Cost			\$112,760

Source: City of Winters Police Department.

polproj

Table A-10
 City of Winters 2018 Development Impact Fees Nexus Study
 Depreciation of Fire Assets

Description	Year Acquired	Useful Life	Cost	Annual Depreciation	Elapsed Time	Total Depreciation	Original ENR	ENR COE Feb. 2018
		years			years			
Fire Department UTV	12/23/2014	10	\$13,367	\$1,337	3.1	\$4,156	9,936	10,889
Shower at Fire Station	8/17/2004	50	\$12,600	\$252	13.5	\$3,393	7,188	10,889
Brush Truck	6/30/2014	5	\$87,691	\$17,538	3.6	\$62,993	9,800	10,889
Pierce Fire Engine	2/19/2014	5	\$563,578	\$112,716	4.0	\$445,304	9,681	10,889
G26 Engine Replaced	11/4/2015	5	\$25,576	\$5,115	2.2	\$11,478	10,092	10,889
Radio Tower at Station [1]	1/1/2012	50	\$140,787	\$2,816	6.1	\$16,000	9,176	10,889
Public Safety Facility [1]	10/19/2011	50	\$43,963	\$879	6.3	\$5,174	9,147	10,889
Public Safety Facility [1]	10/19/2011	50	\$8,339,048	\$166,781	6.3	\$981,495	9,147	10,889
TOTAL								

Source: City of Winters, Engineering News Record, and HEC.

[1] Shared facility with Police Department, replacement cost new less depreciation reduced by 50%.

Prepared by HEC

Table A-11
 City of Winters Fee Update
 Fire Protection Projects Costs Detail

Project Description	Estimated Price	Quantity	Estimated Cost
Training Tower Conex Systems/ Facility	\$395,000	1	\$395,000
Property, Infrastructure, Utilities	\$100,000	1	\$100,000
Type I Engine and Equipment	\$625,000	1	\$625,000
Type III Engine and Equipment	\$435,000	1	\$435,000
Type VI Engine and Equipment	\$120,000	1	\$120,000
Command Vehicles and Equipment	\$75,000	3	\$225,000
Rescue Squad Vehicle and Equipment	\$345,000	1	\$345,000
Fire Prevention Vehicles and Equipment	\$50,000	2	\$100,000
Utility Pickup	\$45,000	1	\$45,000
SCBA Air Pack & Spare Bottles	\$7,000	25	\$175,000
Total Projects Estimated Cost			\$2,565,000

Source: Qty of Winters Fire Department.

fireproj

Table A-12
 Qty of Winters 2018 Development Impact Fees Nexus Study
 Depreciation of General Facilities Assets

Description	Year Acquired	Useful Life	Cost	Annual Depreciation	Elapsed Time	Total Depreciation	Original ENR	ENR (Feb. 2018)
		years			years			
Qty Council Sound System	4/25/2013	10	\$16,328	\$1,633	4.8	\$7,793	8,865	10,865
Qty Server	10/4/2012	10	\$18,027	\$1,803	5.3	\$9,606	9,376	10,865
Miles Vehicle	1/17/2013	5	\$8,801	\$1,760	5.0	\$8,873	9,437	10,865
F250	12/10/2014	5	\$35,993	\$7,199	3.1	\$22,641	9,936	10,865
F250	10/8/2014	5	\$35,263	\$7,053	3.3	\$23,399	9,886	10,865
F250	10/8/2014	5	\$35,039	\$7,008	3.3	\$23,250	9,886	10,865
Kubota Tractor	12/14/2014	10	\$22,000	\$2,200	3.1	\$6,895	9,936	10,865
Forklift	5/14/2009	10	\$5,613	\$561	8.7	\$4,896	8,574	10,865
HVAC at Qty Hall	2/10/2011	20	\$21,000	\$1,050	7.0	\$7,327	8,998	10,865
Gas Pump Keylock System	6/2/2009	20	\$7,187	\$359	8.7	\$3,116	8,578	10,865
Office Building	6/18/2009	20	\$17,522	\$876	8.6	\$7,559	8,578	10,865
Fencing at Detention Pond	1/2/2005	50	\$5,375	\$108	13.1	\$1,407	7,297	10,865
Total General Facilities								

Source: Qty of Winters, Engineering News Record, and HEC.

Prepared by HEC

Table A-13
 City of Winters Fee Update
 General Facilities Projects Costs Detail

Project Description	2003 Cost	2018 Cost
		[1]
Corporation Yard	\$2,016,100	\$3,273,339
Remodel Old Police Station	\$520,600	\$845,246
Total General Facilities Estimated Costs		\$4,118,585

Source: City of Winters and HEC

gencost

[1] Engineering News Record (ENR) 20-City Construction Cost Index (CCI) change:

Year	Index	Inflation Factor
July 2003	6,695	1.624
December 2017	10,870	

City of Winters
Impact Fee Analysis
October 16, 2018 Effective January 1, 2019

	Water			Increase	Increase
	2004 Fee	2010 Fee	Proposed 2018 Fee	Over 2004	Over 2010
Rural Residential	7,864.00	5,590.00	4,465.96	(3,398.04)	(1,124.04)
Low Density Residential	6,129.00	4,346.00	4,465.96	(1,663.04)	119.96
Medium Density Residential	4,086.00	2,904.00	3,653.96	(432.04)	749.96
Medium High Density Residential	2,779.00	1,975.00	2,841.97	62.97	866.97
High Density Residential	2,002.00	1,423.00	2,435.98	433.98	1,012.98
Accessory Dwelling Unit			1,471.74	1,471.74	1,471.74
Neighborhood Commerical	1.98	1.40	1.14	(0.84)	(0.26)
Highway Service Commercial	1.98	1.40	1.14	(0.84)	(0.26)
Central Business District Office	0.07	0.50	1.14	1.07	0.64
Office	1.44	-	1.46	0.02	1.46
Other Commercial	1.44	1.03	-	(1.44)	(1.03)
Business Park	1.65	1.17	-	(1.65)	(1.17)
Light Industrial	1.17	0.82	1.06	(0.11)	0.24
Heavy Industrial	1.28	0.91	1.06	(0.22)	0.15
Hotel Lodging (per room)			1,867.58	1,867.58	1,867.58
Public/Quasi Public	1.30	0.92	-	(1.30)	(0.92)

	Sewer			Increase	Increase
	2004 Fee	2010 Fee	Proposed 2018 Fee	Over 2004	Over 2010
Rural Residential	9,802.00	7,574.00	3,263.88	(6,538.12)	(4,310.12)
Low Density Residential	7,638.00	5,902.00	3,263.88	(4,374.12)	(2,638.12)
Medium Density Residential	6,789.00	5,246.00	2,810.56	(3,978.44)	(2,435.44)
Medium High Density Residential	5,092.00	3,935.00	2,266.58	(2,825.42)	(1,668.42)
High Density Residential	3,563.00	2,754.00	1,994.59	(1,568.41)	(759.41)
Accessory Dwelling Unit			1,205.07	1,205.07	1,205.07
Neighborhood Commerical	3.60	2.78	1.09	(2.51)	(1.69)
Highway Service Commercial	3.36	2.78	1.09	(2.27)	(1.69)
Central Business District Office	1.21	0.97	1.09	(0.12)	0.12
Office	2.57	-	1.23	(1.34)	1.23
Other Commercial	2.57	1.99	-	(2.57)	(1.99)
Business Park	2.57	1.99	-	(2.57)	(1.99)
Light Industrial	1.80	1.39	1.12	(0.68)	(0.27)
Heavy Industrial	2.41	1.85	1.18	(1.23)	(0.67)
Hotel Lodging (per room)			1,452.73	1,452.73	1,452.73
Public/Quasi Public	2.76	2.14	-	(2.76)	(2.14)

City of Winters
Impact Fee Analysis
October 16, 2018 Effective January 1,2019

	Storm Drainage			Increase	Increase
	2004 Fee	2010 Fee	Proposed 2018 Fee	Over 2004	Over 2010
Rural Residential	104.00	81.00		(104.00)	(81.00)
Low Density Residential	81.00	63.00		(81.00)	(63.00)
Medium Density Residential	54.00	42.00		(54.00)	(42.00)
Medium High Density Residential	-	25.00		-	(25.00)
High Density Residential	28.00	22.00		(28.00)	(22.00)
Accessory Dwelling Unit			-	-	-
Neighborhood Commerical	0.03	0.03		(0.03)	(0.03)
Highway Service Commercial	0.03	0.03		(0.03)	(0.03)
Central Business District	0.01	0.01		(0.01)	(0.01)
Office	0.02	-		(0.02)	-
Other Commercial	0.02	0.02		(0.02)	(0.02)
Business Park	0.03	0.02		(0.03)	(0.02)
Light Industrial	0.02	0.02		(0.02)	(0.02)
Heavy Industrial	0.02	0.02		(0.02)	(0.02)
Hotel Lodging (per room)				-	-
Public/Quasi Public	-	-		-	-

	Transportation			Increase	Increase
	2004 Fee	2010 Fee	Proposed 2018 Fee	Over 2004	Over 2010
Rural Residential	8,580.00	3,061.00	3,142.00	(5,438.00)	81.00
Low Density Residential	8,580.00	3,067.00	3,142.00	(5,438.00)	75.00
Medium Density Residential	8,580.00	3,070.00	3,142.00	(5,438.00)	72.00
Medium High Density Residential	6,971.00	2,492.00	2,195.00	(4,776.00)	(297.00)
High Density Residential	5,363.00	1,917.00	2,195.00	(3,168.00)	278.00
Accessory Dwelling Unit			case by case	-	-
Neighborhood Commerical	10.44	3.74	3.88	(6.56)	0.14
Highway Service Commercial	10.44	3.74	4.26	(6.18)	0.52
Central Business District	7.27	2.72	1.81	(5.46)	(0.91)
Office	7.83	-	0.82	(7.01)	0.82
Other Commercial	7.83	2.80	-	(7.83)	(2.80)
Business Park	3.13	1.12	-	(3.13)	(1.12)
Light Industrial	1.82	0.65	0.50	(1.32)	(0.15)
Heavy Industrial	1.34	0.48	0.27	(1.07)	(0.21)
Hotel Lodging (per room)			498.00	498.00	498.00
Public/Quasi Public		-	-	-	-

City of Winters
Impact Fee Analysis
October 16, 2018 Effective January 1, 2019

	Parks			Increase Over 2004	Increase Over 2010
	2004 Fee	2010 Fee	Proposed 2018 Fee		
Rural Residential	4,373.00	2,131.00	6,079.54	1,706.54	3,948.54
Low Density Residential	4,373.00	2,131.00	6,079.54	1,706.54	3,948.54
Medium Density Residential	4,373.00	2,131.00	5,319.60	946.60	3,188.60
Medium High Density Residential	3,554.00	1,732.00	4,939.63	1,385.63	3,207.63
High Density Residential	2,733.00	1,332.00	4,559.66	1,826.66	3,227.66
Accessory Dwelling Unit			2,754.79	-	-
Neighborhood Commerical	-		2.91	2.91	2.91
Highway Service Commercial	1.07		2.91	1.84	2.91
Central Business District Office			5.09	5.09	5.09
Other Commercial	1.07		4.07	4.07	4.07
Business Park			-	(1.07)	-
Light Industrial			-	-	-
Heavy Industrial			1.45	1.45	1.45
Hotel Lodging (per room)			1.20	1.20	1.20
Public/Quasi Public			339.26	339.26	339.26
			-	-	-

	Public Safety			Increase Over 2004	Increase Over 2010
	2004 Fee	2010 Fee	Proposed 2018 Fee		
Rural Residential	1,163.00	396.00	972.70	(190.30)	576.70
Low Density Residential	1,163.00	394.00	972.70	(190.30)	578.70
Medium Density Residential	1,163.00	394.00	851.11	(311.89)	457.11
Medium High Density Residential	1,163.00	395.00	790.32	(372.68)	395.32
High Density Residential	2,750.00	933.00	729.52	(2,020.48)	(203.48)
Accessory Dwelling Unit			440.75	-	-
Neighborhood Commerical	1.46	0.50	0.47	(0.99)	(0.03)
Highway Service Commercial	1.46	0.50	0.47	(0.99)	(0.03)
Central Business District Office	2.55	0.50	0.81	(1.74)	0.31
Other Commercial	1.46	-	0.65	(0.81)	0.65
Business Park	1.46	0.50	-	(1.46)	(0.50)
Light Industrial	0.29	0.10	-	(0.29)	(0.10)
Heavy Industrial	0.41	0.10	0.23	(0.18)	0.13
Hotel Lodging (per room)	0.29	0.10	0.19	(0.10)	0.09
Public/Quasi Public			54.28	54.28	54.28
			-	-	-

City of Winters
Impact Fee Analysis
October 16, 2018 Effective January 1, 2019

	Fire			Increase Over 2004	Increase Over 2010
	2004 Fee	2010 Fee	Proposed 2018 Fee		
Rural Residential	1,671.00	1,382.00	1,968.74	297.74	586.74
Low Density Residential	1,767.00	1,382.00	1,968.74	201.74	586.74
Medium Density Residential	1,767.00	1,382.00	1,722.65	(44.35)	340.65
Medium High Density Residential	1,436.00	1,123.00	1,599.60	163.60	476.60
High Density Residential	1,104.00	864.00	1,476.56	372.56	612.56
Accessory Dwelling Unit			892.09	-	-
Neighborhood Commerical	1.02	0.79	0.94	(0.08)	0.15
Highway Service Commercial	1.02	0.79	0.94	(0.08)	0.15
Central Business District	1.24	1.02	1.65	0.41	0.63
Office	1.32	-	1.32	-	1.32
Other Commercial	1.32	1.03	-	(1.32)	(1.03)
Business Park	0.83	0.65	-	(0.83)	(0.65)
Light Industrial	0.67	0.55	0.47	(0.20)	(0.08)
Heavy Industrial	0.64	0.51	0.39	(0.25)	(0.12)
Hotel Lodging (per room)			109.86	109.86	109.86
Public/Quasi Public				-	-

	General			Increase Over 2004	Increase Over 2010
	2004 Fee	2010 Fee	Proposed 2018 Fee		
Rural Residential	2,599.00	2,012.00	1,647.21	(951.79)	(364.79)
Low Density Residential	2,599.00	2,012.00	1,647.21	(951.79)	(364.79)
Medium Density Residential	2,579.00	2,012.00	1,441.31	(1,137.69)	(570.69)
Medium High Density Residential	2,112.00	1,635.00	1,338.36	(773.64)	(296.64)
High Density Residential	1,623.00	1,257.00	1,235.41	(387.59)	(21.59)
Accessory Dwelling Unit			746.39	-	-
Neighborhood Commerical	1.50	1.15	0.79	(0.71)	(0.36)
Highway Service Commercial	1.50	1.15	0.79	(0.71)	(0.36)
Central Business District	2.22	1.80	1.38	(0.84)	(0.42)
Office	2.39	-	1.10	(1.29)	1.10
Other Commercial	2.39	1.86	-	(2.39)	(1.86)
Business Park	0.97	0.74	-	(0.97)	(0.74)
Light Industrial	0.55	0.43	0.39	(0.16)	(0.04)
Heavy Industrial	0.41	0.32	0.32	(0.09)	-
Hotel Lodging (per room)			91.92	91.92	91.92
Public/Quasi Public				-	-

City of Winters
Impact Fee Analysis
October 16, 2018 Effective January 1, 2019

	Storm Non-Flood			Increase Over 2004	Increase Over 2010
	2004 Fee	2010 Fee	Proposed 2018 Fee		
Rural Residential	749.00	582.00		(749.00)	(582.00)
Low Density Residential	251.00	454.00		(251.00)	(454.00)
Medium Density Residential	224.00	303.00		(224.00)	(303.00)
Medium High Density Residential	11.00	182.00		(11.00)	(182.00)
High Density Residential	60.00	161.00		(60.00)	(161.00)
Accessory Dwelling Unit				-	-
Neighborhood Commerical	0.10	0.23		(0.10)	(0.23)
Highway Service Commercial	0.10	0.23		(0.10)	(0.23)
Central Business District Office	0.07	0.06		(0.07)	(0.06)
Other Commercial	0.13	-		(0.13)	-
Business Park	0.13	0.16		(0.13)	(0.16)
Light Industrial	0.21	0.16		(0.21)	(0.16)
Heavy Industrial		-		-	-
Hotel Lodging (per room)		-		-	-
Public/Quasi Public		-		-	-

	Monitoring Fee			Increase Over 2004	Increase Over 2010
	2009 Fee	2010 Fee	Proposed 2018 Fee		
Rural Residential	1221	1,221.00	156.00	(1,065.00)	(1,065.00)
Low Density Residential	1221	1,221.00	156.00	(1,065.00)	(1,065.00)
Medium Density Residential	1221	1,221.00	136.50	(1,084.50)	(1,084.50)
Medium High Density Residential	1166	1,166.00	126.75	(1,039.25)	(1,039.25)
High Density Residential	1156	1,156.00	117.00	(1,039.00)	(1,039.00)
Accessory Dwelling Unit		-	70.69	-	-
Neighborhood Commerical	0.64	0.64	0.07	(0.57)	(0.57)
Highway Service Commercial	0.64	0.64	0.07	(0.57)	(0.57)
Central Business District Office	0.64	0.64	0.13	(0.51)	(0.51)
Other Commercial	0.64	0.64	0.10	(0.54)	(0.54)
Business Park	0.64	0.64		(0.64)	(0.64)
Light Industrial	0.11	0.11		(0.11)	(0.11)
Heavy Industrial	0.11	0.11	0.04	(0.07)	(0.07)
Hotel Lodging (per room)			0.03	(0.08)	(0.08)
Public/Quasi Public			8.71	-	-

City of Winters
Impact Fee Analysis
October 16, 2018 Effective January 1, 2019

	Total Fee per bldg			Increase Over 2004	Increase Over 2010
	2004 Fee	2010 Fee	Proposed 2018 Fee		
Rural Residential	38,126.00	24,030.00	21,696.03	(16,429.97)	(2,333.97)
Low Density Residential	33,802.00	20,972.00	21,696.03	(12,105.97)	724.03
Medium Density Residential	30,836.00	18,705.00	19,077.69	(11,758.31)	372.69
Medium High Density Residential	24,284.00	14,660.00	16,098.21	(8,185.79)	1,438.21
High Density Residential	20,382.00	11,819.00	14,743.72	(5,638.28)	2,924.72
Accessory Dwelling Unit	-	-	7,581.52	7,581.52	7,581.52
Neighborhood Commerical	20.77	11.26	11.29	(9.48)	0.03
Highway Service Commercial	21.60	11.26	11.67	(9.93)	0.41
Central Business District	15.28	8.22	13.10	(2.18)	4.88
Office	17.80	0.64	10.75	(7.05)	10.11
Other Commercial	18.87	10.03	-	(18.87)	(10.03)
Business Park	9.79	6.06	-	(9.79)	(6.06)
Light Industrial	6.55	4.07	5.26	(1.29)	1.19
Heavy Industrial	6.50	4.30	4.64	(1.86)	0.34
Hotel Lodging (per room)	-	-	4,422.34	4,422.34	4,422.34
Public/Quasi Public	4.06	3.06	-	(4.06)	(3.06)

Notes: Fee per unit for Residential and per square foot for Commercial

City of Winters
Impact Fees Effective January 1, 2019
Resolution 2018-59

Residential Fee per Unit							Non-Residential Fee per Building Square Foot						Per Room
	RR	R1	R2	R3	R4								
	Rual	Low Density	Medium Density	Medium High Density	High Density	Accessory Dwelling	Neighborhood Commercial	Highway Service Commercial	Central Business District	Office	Light Industrial	Heavy Industrial	Hotel
Water	4,465.96	4,465.96	3,653.96	2,841.97	2,435.98	1,471.74	1.14	1.14	1.14	1.46	1.06	1.06	1,867.58
Sewer	3,263.88	3,263.88	2,810.56	2,266.58	1,994.59	1,205.07	1.09	1.09	1.09	1.23	1.12	1.18	1,452.73
Transportation	3,142.00	3,142.00	3,142.00	2,195.00	2,195.00	case by case	3.88	4.26	1.81	0.82	0.50	0.27	498.00
Parks	6,079.54	6,079.54	5,319.60	4,939.63	4,559.66	2,754.79	2.91	2.91	5.09	4.07	1.45	1.20	339.26
Public Safety	972.70	972.70	851.11	790.32	729.52	440.75	0.47	0.47	0.81	0.65	0.23	0.19	54.28
Fire	1,968.74	1,968.74	1,722.65	1,599.60	1,476.56	892.09	0.94	0.94	1.65	1.32	0.47	0.39	109.86
General	1,647.21	1,647.21	1,441.31	1,338.36	1,235.41	746.39	0.79	0.79	1.38	1.10	0.39	0.32	91.91
Monitoring Fee	156.00	156.00	136.50	126.75	117.00	70.69	0.07	0.07	0.13	0.10	0.04	0.03	8.71
Total per unit	21,696.03	21,696.03	19,077.69	16,098.21	14,743.72	7,581.52	11.29	11.67	13.10	10.75	5.26	4.64	4,422.33



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Circulation Master Plan Update

RECOMMENDATION: Staff recommends the City Council receive a presentation of the Circulation Master Plan Update presented by Fehr & Peers staff and approve the Master Plan.

BACKGROUND: In 1992, as part of the General Plan Update, the Circulation Master Plan was prepared by Wilbur Smith Associates. It included 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 (Stone's Throw), Callahan Estates (Heartland), Hudson Ogando (Winters Ranch), 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. We currently have only the 1992 Plan plus numerous individual Traffic Studies and Reports, which are now updated and incorporated into one document (Master Plan Update) for future planning of the City's circulation system.

DISCUSSION: The City recently updated the Impact Fee Program (AB1600), which is before Council tonight for consideration. The AB1600 document 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. An update of the Circulation Master Plan was authorized by Council 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.

City staff worked with Fehr & Peers to update of the Circulation Master Plan, which was completed in late 2017. The document includes a discussion of existing roadway conditions, travel-demand forecasting with an update to the city's model, a discussion of future roadway conditions and necessary improvement

projects under build-out conditions, and a description of the methodology for updating the impact fees. The result is a comprehensive plan that incorporates approved development, as well as future development through General Plan buildout.

On October 23, 2018, the Circulation Master Plan Update was presented to the Planning Commission who recommended approval to the City Council.

RECOMMENDATION: Staff recommends that the following action:

- 1) Receive the staff report and Circulation Master Plan Update presentation; and
- 2) Approve the Master Plan

ALTERNATIVES:

- 1) Approve the Master Plan as-drafted, or
- 2) Approve the Master Plan with Council edits, or
- 3) Provide comments and direct staff to revise the Master Plan and bring it back to Council for approval

FISCAL IMPACT: No City funds impacted.

ATTACHMENT: Draft Circulation Master Plan Update, dated November 2017

Circulation Master Plan
and
Roadway Impact Fee Program Update

Prepared for:
City of Winters

November 2018

RS16-3469

FEHR  PEERS

Table of Contents

DOCUMENT ORGANIZATION	1
1. INTRODUCTION.....	1
Data Collection	1
Methodology.....	3
Level of Service Standards	7
2. EXISTING CONDITIONS	10
Roadway Network	10
Existing Roadway Operations	11
3. TRAVEL DEMAND FORECASTING	15
Model Scenarios.....	15
Model Inputs	17
4. GENERAL PLAN BUILDOUT.....	21
General Plan Buildout Roadway Operations.....	21
General Plan Buildout Roadway Improvements.....	25
5. ROADWAY IMPACT FEES.....	28
Impact Fee Introduction.....	28
Roadway Impact Fee Calculation Methodology.....	31
Impact Fee Calculations	32

Appendices

Appendix A: Traffic Counts.....	37
Appendix B: Technical Calculations.....	38



List of Figures

Figure 1	Existing Roadway Facilities	2
Figure 2	Average Daily Traffic Volumes – Existing Conditions.....	12
Figure 3	PM Peak Hour Level of Service and Traffic Volumes – Existing Conditions.....	14
Figure 4	Traffic Analysis Zones	16
Figure 5	Future Roadway Network.....	18
Figure 6	Average Daily Traffic Volumes – General Plan Buildout	23
Figure 7	PM Peak Hour Level of Service and Traffic Volumes – General Plan Buildout.....	24
Figure 8	Roadway Improvements – General Plan Buildout.....	26
Figure 9	PM Peak Hour Level of Service and Traffic Volumes – General Plan Buildout with Roadway Improvements.....	27
Figure 10	Impact Fee Program – Roadway Improvements.....	33

List of Tables

Table 1:	Level of Service Criteria – Signalized Intersections	4
Table 2:	Level of Service Criteria – Unsignalized Intersections.....	5
Table 3:	Level of Service Criteria – Roadway Segments	6
Table 4:	Existing Level of Service – Study Intersections.....	13
Table 5:	TDF Model Land Use Inputs	19
Table 6:	TDF Model Trip Generation Inputs	20
Table 7:	City of Winters Jobs Summary.....	30
Table 8:	Roadway Improvement Project Cost Estimates.....	34
Table 9:	Detailed Roadway Impact Fee Calculations	35



DOCUMENT ORGANIZATION

This document contains the following chapters:

- Chapter 1, an introduction of the document.
- Chapter 2, a discussion of existing roadway conditions in the City of Winters.
- Chapter 3, a discussion of the travel demand forecasting process, including the update to the City of Winters travel demand model.
- Chapter 4, a discussion of future roadway conditions and necessary roadway improvement projects under General Plan buildout conditions.
- Chapter 5, a description of the methodology for updating the City's roadway impact fee program.

November 2018



City of Winters
Circulation Master Plan and Roadway Impact Fee Program Update

1. INTRODUCTION

The City of Winters *General Plan* details a future vision for citywide residential and economic development throughout the City of Winters. At buildout, the *General Plan* includes provisions for approximately 14,200 residents, a near doubling of the current City population. Most residential growth is planned to occur in the northern portion of the City, while commercial and industrial land use growth areas are concentrated around the Grant Avenue corridor near the Interstate 505 (I-505) interchange.

The continued development of the City would require an expanded circulation system in order to adequately serve the growing mobility needs of the community. Therefore, the primary purpose of the City of Winters *Circulation Master Plan* is to identify the roadway improvements necessary to ensure the on-going functionality of the citywide circulation system as the City continues to develop.

This document serves as an update to the *Circulation Master Plan* originally developed in 1992. Since the original plan's adoption, Winters has added more than 2,500 residents and undergone multiple revisions to the City's future land use plan. Moreover, the incremental development of the citywide circulation system has resulted in a road network that partially deviates from that outlined in the original plan. This *Circulation Master Plan* update provides an opportunity to enhance the City's original network framework in response to the demographic and transportation system changes that have transpired over the past 25 years.

Data Collection

In order to understand current operations of the local roadway system, peak hour intersection traffic counts and daily roadway segment counts were collected throughout the City of Winters in Fall 2016.

Intersections

Fehr & Peers conducted morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak period traffic counts in October 2016 at nine major intersections. Weather conditions during the traffic counts were dry and sunny.

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

Roadway Segments

Daily traffic volume counts were also conducted in October 2016 for a two-day (48-hour) period at the following 12 roadway segments:

1. Grant Avenue west of Valley Oak Drive
2. Valley Oak Drive north of Grant Avenue
3. Main Street south of Grant Avenue
4. Main Street north of Grant Avenue
5. Niemann Street west of Railroad Avenue
6. Railroad Avenue north of Niemann Street
7. Grant Avenue west of 1st Street
8. Railroad Avenue north of Grant Avenue
9. Railroad Avenue north of Putah Creek Road
10. Grant Avenue west of East Main Street
11. East Main Street south of Grant Avenue
12. Grant Avenue east of East Main Street

Methodology

This study analyzes traffic operating conditions using level of service (LOS) as the primary measure of operational performance. Motorized vehicle LOS is a qualitative measure of traffic flow from the perspective of motorists and are an indication of the comfort and convenience associated with driving. Typical factors that affect motorized vehicle LOS include speed, travel time, traffic interruptions, and freedom to maneuver. Empirical LOS criteria and methods of calculation have been documented in the *Highway Capacity Manual* (HCM) published by the Transportation Research Board of the National Academies of Science (Transportation Research Board, 2010). The HCM defines six levels of service ranging from LOS A (representing free-flow vehicular traffic conditions with little to no congestion) to LOS F (oversaturated conditions where traffic demand exceeds capacity resulting in long queues and delays). The LOS definitions and calculations contained in the HCM are the prevailing measurement standard used throughout the United States and are used in this study. Motorized vehicle LOS definitions for signalized intersections, unsignalized intersections, and roadway segments are discussed below.

Signalized Intersection Analysis

The LOS at signalized intersections is based on the average control delay (i.e., delay resulting from initial deceleration, queue move-up time, time stopped on an intersection approach, and final acceleration) experienced per vehicle traveling through the intersection. **Table 1** describes the delay range for each LOS category for signalized intersections as presented in Chapter 18 of the HCM 2010.

Table 1:
Level of Service Criteria – Signalized Intersections

Level of Service	Description	Average Control Delay ¹
A	Volume-to-capacity ratio is low and either progression is exceptionally favorable or cycle length is very short. Most vehicles arrive during the green phase and travel through the intersection without stopping.	≤ 10
B	Volume-to-capacity ratio is low and either progression is highly favorable or the cycle length is short. More vehicles stop than with LOS A.	>10 to 20
C	Progression is favorable or the cycle length is moderate. Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear at this level. The number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 to 35
D	Volume-to-capacity ratio is high and either progression is ineffective or the cycle length is long. Many vehicles stop and individual cycle failures are noticeable.	>35 to 55
E	Volume-to-capacity ratio is high, progression is unfavorable, and the cycle length is long. Individual cycle failures are frequent.	>55 to 80
F	Volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	>80

Notes: ¹Average control delay presented in seconds per vehicle. Delay values are rounded to the nearest second and evaluated for LOS based on the above thresholds (i.e., 10 seconds per vehicle = LOS A)

Source: *Highway Capacity Manual 2010*, Transportation Research Board, 2010.

Unsignalized Intersection Analysis

Similar to signalized intersections, the HCM 2010 methodology for unsignalized intersections reports the LOS based on the control delay experienced by motorists traveling through the intersection. **Table 2** presents the LOS criteria for unsignalized intersections per Chapter 19 and Chapter 20 of the HCM 2010.

**Table 2:
Level of Service Criteria – Unsignalized Intersections**

Level of Service	Control Delay ¹
A	≤ 10
B	>10 to 15
C	>15 to 25
D	>25 to 35
E	>35 to 50
F	>50

Notes: ¹Control delay presented in seconds per vehicle. Delay values are rounded to the nearest second and evaluated for LOS based on the above thresholds (i.e., 10 seconds per vehicle = LOS A)

Source: *Highway Capacity Manual 2010*, Transportation Research Board, 2010.

As shown in Table 2, the LOS criteria for unsignalized intersections are slightly different from signalized intersections. The HCM anticipates that motorists expect signalized intersections to carry higher traffic volume that result in greater delay than an unsignalized intersection. Unsignalized intersections are associated with more uncertainty as delays are less predictable, which can reduce users' delay tolerance.

As described in Chapter 20 of the HCM 2010, the LOS for all-way stop controlled intersections is based on the average control delay for the entire intersection.

For side-street stop-controlled intersections, the LOS is determined separately for each minor-street movement (or shared movement) as well as major-street left turn movements, per Chapter 19 of the HCM 2010.

Roadway Segment Analysis

Roadway segments were analyzed by comparing PM peak hour (two-way total) traffic volumes to roadway capacities for different roadway classifications. These roadway capacities were developed using the Highway Capacity Software (HCS) 2000 (Patch E), which applies the HCM 2000 methodologies.

Citywide, the PM peak hour experiences the highest hourly volume during a typical weekday, and therefore represents a 'worst-case' scenario for the purposes of this analysis. This peak hour volume is used to design future roadways because of its regular weekday occurrence. Using a higher or lower volume hour could lead to inadequate designs or designs that are underused.

Table 3 summarizes the peak hour roadway segment capacities by functional classification for two- and four-lane roadways.

Table 3:
Level of Service Criteria – Roadway Segments

Type	Lanes	Separation	Peak Hour Roadway Capacity				
			LOS A	LOS B	LOS C	LOS D	LOS E
Arterial	4	Raised	-	-	1,000	3,470	3,730
		TWLTL	-	-	940	3,290	3,550
		Undivided	-	-	770	2,740	2,980
	2	Raised	-	-	440	1,640	1,860
		TWLTL	-	-	420	1,550	1,760
		Undivided	-	-	340	1,270	1,480
Collector	4	TWLTL	-	-	940	3,290	3,550
		Undivided	-	-	770	2,740	2,980
	2	TWLTL	-	-	420	1,550	1,760
		Undivided	-	-	340	1,270	1,480

Source: Fehr & Peers and *Highway Capacity Manual 2000*, Transportation Research Board, 2000.

It should be noted that this methodology used to analyze the roadway system is a simple comparison of vehicle throughput and roadway capacity and does not account for potential operational improvements resulting from traffic control at intersections. As such, roadway segment LOS is often reported as being worse than adjacent intersection LOS where traffic signals, roundabouts, and other traffic control devices facilitate vehicular movement. Therefore, at locations where both roadway segment LOS and intersection LOS analyses are conducted, intersection LOS supersedes roadway segment LOS, as it more accurately portrays actual roadway operating conditions.

Signal Warrants

The study analyzes peak hour signal warrants at unsignalized intersections using the *California Manual on Uniform Traffic Control Devices* (MUTCD) peak hour warrant criteria (California State Transportation Agency, 2017).

The peak hour signal warrant is one of nine warrants included in the MUTCD to determine whether the installation of a traffic signal is appropriate at a particular location. As stated in the MUTCD, the satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal. For purposes of this study, the peak hour signal warrant is used as an indicator of whether peak hour traffic conditions may warrant a signal. However, a full engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of a specific intersection would be necessary to fully determine if a traffic signal is an appropriate traffic control option.

Level of Service Standards

City of Winters

Existing LOS Policy

The City of Winters *General Plan* (City of Winters, 1992) establishes LOS standards for City-owned roadway facilities. Currently, two policies address LOS standards in the City:

Policy III.A.1. The City shall endeavor to maintain a Level of Service "C" or better, as defined by the 1985 *Highway Capacity Manual* or subsequent revisions, on all streets and intersections within the City.

Policy III.A.8. The City shall comply with and implement the programs and policies of the Yolo County *Congestion Management Plan* (CMP).

According to these policies, currently, LOS C is identified as the acceptable service level throughout the City, except at intersections located along Grant Avenue (SR-128) where LOS D conditions are acceptable as specified in the Yolo County CMP.

Recommended LOS Policy

The City of Winters Circulation Master Plan provides an opportunity to update and refine the future roadway network vision and desired level of operation consistent with the City's current mobility and livability goals. Given this opportunity, the City determined that a review of the current LOS policy is warranted in order to determine if LOS C is still appropriate for planning purposes.

Several factors were considered in this review:

- The boundary between LOS E and LOS F represents full utilization of peak hour roadway capacity. Setting a peak hour threshold of LOS C means that the network will not be fully utilized during the peak hour and other hours of the day will operate well below capacity.
- Maintaining LOS C conditions may create the need to expand the roadway network or to allocate more green time at signals for drivers. Either modification to the network could create conflicts with bicyclists and pedestrians by creating longer crossing distances or wait times at intersections.
- LOS C will generally require a larger roadway network footprint than allowing LOS D, E, or E/F conditions. A larger network footprint creates higher costs for roadway operations and maintenance.

Based on this review, the following modifications (in *italics*) to Policy III.A.1. are recommended to identify future roadway facility needs on the City circulation network.

Policy III.A.1. The City shall endeavor to maintain a Level of Service “D” or better, as defined by the *Highway Capacity Manual 2010* or subsequent revisions, on all streets and intersections within the City.

Caltrans

Caltrans’ *Draft Transportation Corridor Concept Report State Route 128* (Caltrans, June 2017) identifies future roadway improvements and LOS targets for SR-128 over a 20-year planning horizon. For SR-128 within the limits of the City of Winters, the 20-Year Future LOS is specified as LOS E and the 20-Year Concept LOS is specified as LOS D.

Circulation Master Plan LOS Criteria

Based on the LOS thresholds identified above, operational deficiencies for the purposes of the *Circulation Master Plan* are identified under the following conditions:

- On City of Winters roadway facilities:
 - For signalized and all-way stop-controlled intersections, locations with peak hour intersection operations of LOS E or worse.
 - For side-street stop-controlled intersections, locations where the worst-case movement (or shared movement) operates at LOS E or worse and that meet the California Manual on Uniform Traffic Control Devices (CAMUTCD) peak hour signal warrant.
 - For roadway segments, locations with peak hour roadway segment operations of LOS E or worse (except where superseded by intersection LOS).

- 
- On Grant Avenue (SR-128):
 - For signalized and all-way stop-controlled intersections, locations with peak hour intersection operations of LOS E or worse.
 - For side-street stop-controlled intersections, locations where the worst-case movement (or shared movement) operates at LOS E or worse and that meet the California Manual on Uniform Traffic Control Devices (CAMUTCD) peak hour signal warrant.
 - For roadway segments, locations with peak hour roadway segment operations of LOS E or worse (except where superseded by intersection LOS).

2. EXISTING CONDITIONS

This chapter describes the existing traffic conditions in Winters.

Roadway Network

Figure 1 illustrates the existing roadway network serving the City of Winters. Primary roadways serving the City include Interstate 505 (I-505), State Route 128 (SR-128), and Railroad Avenue.

Regional Roadways

I-505 is a four-lane divided freeway running north-south between Vacaville and Dunnigan. I-505 is the primary regional route serving Winters, with local access available via Grant Avenue and Putah Creek Road. According to Caltrans average daily traffic (ADT) data from 2015, I-505 carries approximately 23,000 daily trips within the vicinity of the Grant Avenue interchange.

SR-128 is a two-lane arterial running east-west through Winters. Within the City of Winters, SR-128 is referred to as Grant Avenue. SR-128 transitions into Russell Boulevard as it runs east of Winters towards Davis. West of Winters, SR-128 travels past Lake Berryessa and eventually into the Napa Valley. SR-128 is owned, operated, and maintained by Caltrans.

Local Roadways

Grant Avenue is the major east-west roadway through the City. Local motorists utilize Grant Avenue as the primary route to I-505, as well as Davis and other regional destinations along the I-80 corridor. Grant Avenue serves as a major route for local and regional motorists traveling west to Lake Berryessa. Through trips generated by regional recreational travelers result in heightened traffic volumes during the peak summer months.

Railroad Avenue is the primary north-south roadway through the City. This two-lane arterial bisects the City, beginning at the Solano County line, crossing Putah Creek, and traveling north through Winters towards Esparto. Local motorists utilize Railroad Avenue for access to the downtown Winters business district.

Main Street is a two-lane collector utilized for local access to downtown Winters and the adjacent residential neighborhoods. Currently a 'half-loop' through the southern portion of the City, Main Street has long been planned to provide a complete loop through Winters.

Niemann Street and **Anderson Avenue** are two-lane east-west collectors located in the northern portion of the City, providing local motorists with access to Winters Middle School and Shirley Rominger Intermediate School. **Valley Oak Drive, Taylor Street, Hemenway Street, Dutton Street,** and **Walnut Lane** are north-south roadways connecting residential neighborhoods to Grant Avenue. **Matsumoto Lane,** or **County Road 90 (CR-90),** is north-south collector beginning at Grant Avenue and traveling north as a frontage road along the west side of I-505. Matsumoto Lane is the primary access route for highway commercial uses concentrated near the I-505 / Grant Avenue interchange.

Existing Roadway Operations

This section describes the existing operations of roadway facilities within the City.

Average Daily Traffic

Figure 2 illustrates existing average daily traffic volumes (two-way total) for roadways within Winters. Currently, Grant Avenue is the most heavily utilized roadway within the City, carrying approximately 13,800 daily vehicles near the City's eastern limits. Daily vehicle trips decrease substantially on Grant Avenue towards the west, with 7,780 and 3,030 daily vehicles traveling on Grant Avenue west of Railroad Avenue and west of Valley Oak Drive, respectively.

Daily vehicles on Railroad Avenue increase from 1,650 daily vehicles near the City's northern limits to 5,690 daily vehicles south of Grant Avenue.

Elsewhere within the City, average daily traffic volumes generally measure fewer than 3,000 vehicles

Level of Service

Table 4 summarizes the existing AM and PM peak hour LOS results for the nine study intersections. All study intersections currently operate acceptably based on their respective LOS standards.

**Table 4:
Existing Level of Service – Study Intersections**

Intersection	Control Type	AM Peak Hour		PM Peak Hour	
		LOS	Delay (sec)	LOS	Delay (sec)
Grant Ave. / Valley Oak Dr.	SSSC ¹	B	10.2	B	11.5
Grant Ave. / Main St.	Signal	B	11.4	A	6.2
Railroad Ave. / Niemann St.	SSSC	B	10.5	A	9.4
Grant Ave. / Railroad Ave.	Signal	B	19.2	B	15.5
Railroad Ave. / Main St.	AWSC ²	A	8.4	A	9.1
Grant Ave. / E Main St.	SSSC	C	20.7	D	29.8
Grant Ave. / Matsumoto Ln.	Signal	A	6.1	A	7.5
Grant Ave. / I-505 SB Ramps	SSSC	C	17.5	C	20.7
Grant Ave. / I-505 NB Ramps	Signal	A	5.8	A	7.0

Notes: ¹SSSC = Side Street Stop Control.

²AWSC = All Way Stop Control

Source: Fehr & Peers, 2017.

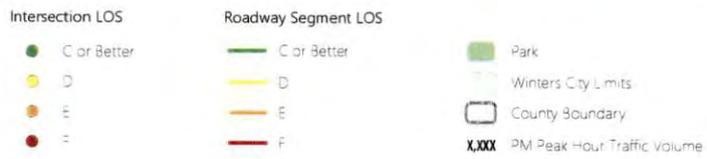
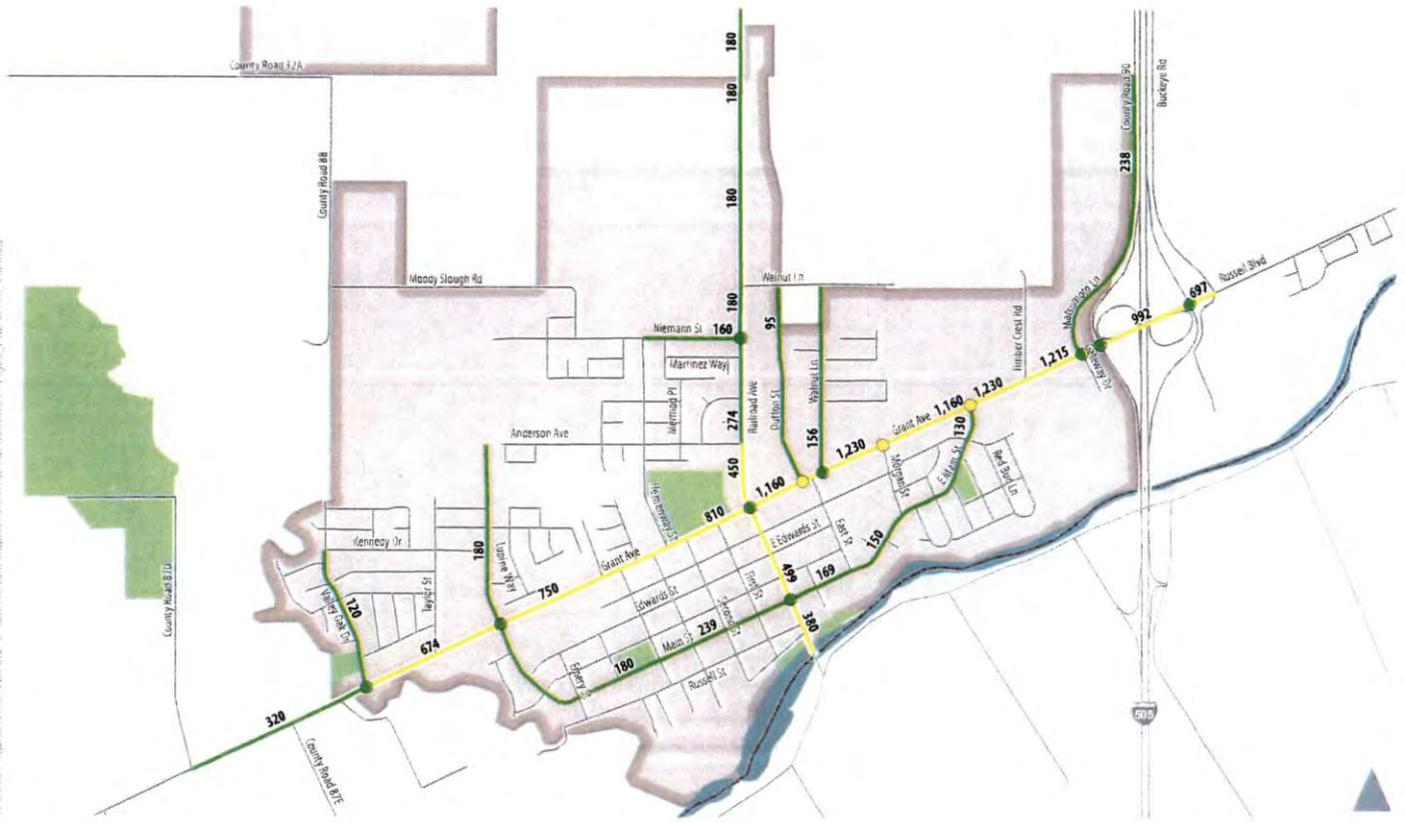
Figure 3 illustrates existing PM peak hour traffic volumes and level of service for roadways within Winters. As shown in Figure 3, during the PM peak hour, all roadway segments operate acceptably at LOS D or better.

Based on existing LOS results, no deficiencies currently exist on local or State roadway facilities in the City.

Signal Warrants

Peak hour signal warrant analyses were conducted for critical unsignalized intersections throughout the City. None of the unsignalized intersections meet the peak hour signal warrant under existing conditions.

WINTERS CITY ENGINEERING & ARCHITECTURE, INC. 1000 N. MAIN ST., WINTERS, CA 95250
 TEL: (209) 837-1111 FAX: (209) 837-1112 WWW.WINTERS-CITY-ENGINEERING.COM



PM Peak Hour Level of Service and Traffic Volumes Existing Conditions



3. TRAVEL DEMAND FORECASTING

The City of Winters travel demand forecasting (TDF) model was utilized to forecast traffic volumes associated with anticipated population and employment growth throughout the City. Traffic volume forecasts serve as the basis for identifying future roadway network needs for the City.

Fehr & Peers updated the City's TDF model as part of the broader *Circulation Master Plan* update process. The TDF model update included the following model improvements from the prior TDF model, which had been developed in 2001:

- Updated street network data to reflect existing roadway conditions throughout the City;
- Updated land use inputs to reflect current land use allocations throughout the City;
- Updated trip generation rates to reflect the most recent rates recommended by the Institute of Transportation Engineers and to capture City-specific trip generation characteristics surveyed in Fall 2016; and
- Refined traffic analysis zone (TAZ) structure to isolate travel characteristics of neighborhoods that have developed since 2001.

Figure 4 displays the refined TDF model TAZ boundaries.

Model Scenarios

The updated TDF model includes the following scenarios:

- Existing Conditions, which represents the land use and roadway network present as of Fall 2016
- General Plan Buildout, which represents the full buildout of the City of Winters *General Plan*

The General Plan Buildout scenario was developed to assist with roadway sizing and to establish a buildout roadway system for the City. The General Plan Buildout scenario was also developed to identify necessary roadway improvement projects for inclusion in the City's impact fee program.

Model Inputs

This section summarizes the roadway network, land use, and trip generation inputs in the TDF model.

Roadway Network

The existing roadway network included in the TDF model reflects the current circulation system serving the City of Winters, including roadway classification, speed, and capacity.

The roadway network changes included in the future TDF model scenarios incorporates elements of the circulation framework envisioned in the original 1991 *Circulation Master Plan*. Key elements of this framework, such as the Main Street loop, were preserved in the TDF model. Modifications were made where actual development has deviated from the original circulation framework (e.g. the truncation of East Street south of Grant Avenue).

Figure 5 illustrates the future roadway network included in the TDF model. Key elements of the future roadway network include:

- Completion of Main Street loop road
- Northern extension of Valley Oak Drive, Taylor Street, Hemenway Street, Dutton Street, Walnut Lane, and Timber Crest Road.
- Western extension of Niemann Street.
- Creation of new east-west roadways, including Moody Slough Road and CR-32A.

All new roadways identified in the future network are intended to be two-lane collector roads. No new arterials are included in the future roadway network. The updated TDF model does not include granular network detail for subdivisions such as Winters Highlands, but does include centroid connectors linking TAZs to adjacent collector roadways.

Land Use

Table 5 summarizes the land use inputs for each TDF model scenario.

Table 5: TDF Model Land Use Inputs				
ID	Land Use Classification		Existing Conditions	General Plan Buildout
	Type	Unit		
	Population	Persons	7,000	14,200
RR	Rural Residential	DU	2	38
R-1	Single Family Residential	DU	587	1,182
R-2	1 & 2 Family Residential	DU	1,399	1,939
R-3	Multifamily Residential	DU	169	1,060
R-4	High Density Residential	DU	257	575
C-1	Neighborhood Commercial	ksf	43	279
C-2	Central Business District	ksf	218	260
CH	Highway Service Commercial	ksf	3	39
OF	Office	ksf	47	264
M-1	Light Industrial	ksf	3	614
M-2	Heavy Industrial	ksf	386	757
G	Gas Station	Pump	36	36
H	Hotel	Room	-	212

The Existing Conditions scenario reflects the City's land use allocations and distribution as of Fall 2016. Both future scenarios include reasonably foreseeable land development projects approved by the City of Winters, such as the PG&E Technical Operations Training Center, Blue Mountain Senior Housing, and Hotel Winters.

The remaining growth in the General Plan Buildout scenario includes unconstrained development of all areas zoned for residential development according to City floor area ratio (FAR) standards. Non-residential growth was proportionally distributed throughout the City based on the geographic size of areas zoned for commercial, office, and industrial land uses. Absorption rates for commercial, office, and industrial land uses were applied based on retail and non-retail jobs per capita projections for Winters derived by SACOG.

Trip Generation

Table 6 summarizes the City of Winters TDF model daily trip generation rates by land use category.

**Table 6:
TDF Model Trip Generation Inputs**

ID	Land Use Classification		Daily Trip Rate
	Type	Unit	
RR	Rural Residential	DU	9.79
R-1	Single Family Residential	DU	9.79
R-2	1 & 2 Family Residential	DU	9.79
R-3	Multifamily Residential	DU	6.84
R-4	High Density Residential	DU	6.84
C-1	Neighborhood Commercial	ksf	91.75
C-2	Central Business District	ksf	42.70
CH	Highway Service Commercial	ksf	496.12
OF	Office	ksf	11.42
M-1	Light Industrial	ksf	6.97
M-2	Heavy Industrial	ksf	3.82
G	Gas Station	Pump	162.78
H	Hotel	Room	8.17

Source: Fehr & Peers, 2016.

Trip generation rates were derived from the recommended rates included in the Institute of Transportation Engineers *Trip Generation Manual, 9th Edition*. Rates for single-family residential and neighborhood commercial land uses were refined based on field surveys and traffic counts conducted in Winters.

4. GENERAL PLAN BUILDOUT

This chapter describes the anticipated traffic conditions and necessary roadway improvements under the General Plan Buildout scenario, which anticipates growth to approximately 14,200 residents.

General Plan Buildout Roadway Operations

Average Daily Traffic

Figure 6 shows average daily traffic volumes (two-way total) based on the General Plan Buildout land use and roadway network inputs discussed in Chapter 3. Under these conditions, average daily traffic on Grant Avenue near the I-505 interchange would increase from 13,800 vehicles to approximately 32,000 vehicles. Immediately west and east of Railroad Avenue, Grant Avenue is projected to carry approximately 20,000 and 22,400 daily vehicles, respectively, compared with 7,780 and 11,140 daily vehicles today.

Average daily traffic volume on Railroad Avenue would increase due to the buildout of the northern portion of the City. North of Moody Slough Road, Railroad Avenue would carry 5,800 daily vehicles, compared to 1,500 daily vehicles today. Through downtown Winters, Railroad Avenue would carry approximately 9,800 daily vehicles, up from 5,700 daily vehicles today.

In this scenario, Moody Slough Road serves a critical role in providing east-west parallel capacity to Grant Avenue, allowing motorists to travel between the I-505 interchange and neighborhoods in the northern portion of the City. Moody Slough Road is projected to carry more than 10,000 daily vehicles that would otherwise rely on Grant Avenue for east-west access. East Main Street, Timber Crest Road, and Matsumoto Lane would all provide connections to the I-505 interchange from Moody Slough Road.

Level of Service

Figure 7 illustrates General Plan Buildout PM peak hour traffic volumes and level of service for roadways within Winters. Most of the future circulation network would operate at acceptable LOS, except for the following locations:

- Roadway Segments
 - Grant Avenue – Morgan Street to I-505 NB Ramps (LOS E/F)
- Intersections
 - Grant Avenue / Dutton Street (LOS F)



- Grant Avenue / Morgan Street (LOS F)
- Grant Avenue / East Main Street (LOS F)
- Grant Avenue / I-505 SB Ramps (LOS E)
- Moody Slough Road / East Main Street (LOS E)
- Moody Slough Road / Timber Crest Road (LOS E)

Signal Warrants

The following unsignalized intersections meet the peak hour signal warrant under General Plan Buildout conditions:

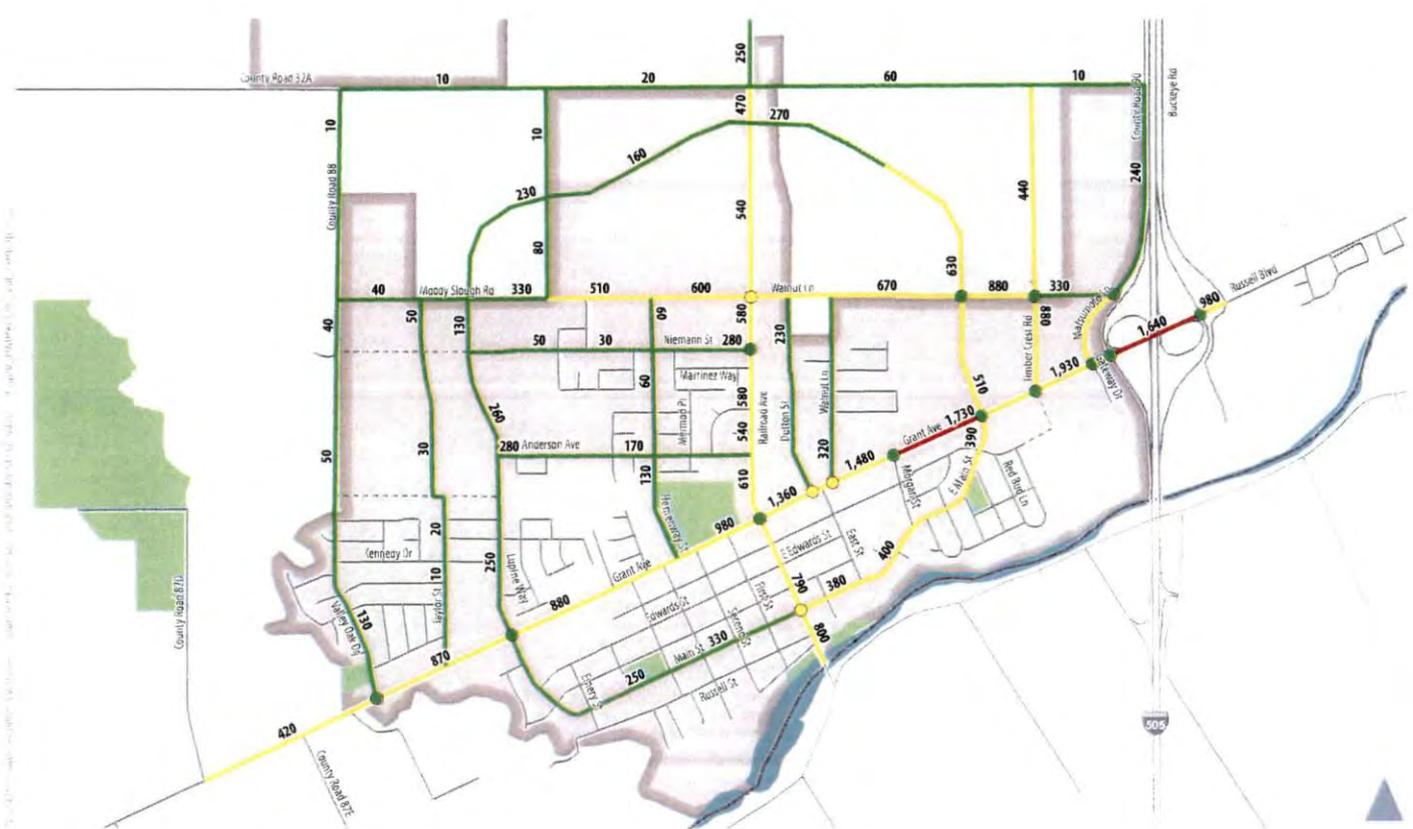
- Grant Avenue / Morgan Street
- Grant Avenue / East Main Street
- Grant Avenue / I-505 SB Ramps
- Railroad Avenue / Moody Slough Road
- Moody Slough Road / East Main Street
- Moody Slough Road / Timber Crest Road

General Plan Buildout Roadway Improvements

Figure 8 illustrates the proposed roadway and intersection improvements that are needed between existing conditions and General Plan Buildout conditions to provide acceptable traffic operations. These include:

- Traffic Signal
 - Grant Avenue / East Main Street
 - Grant Avenue / I-505 SB Ramps
 - Moody Slough Road / East Main Street
 - Moody Slough Road / Timber Crest Road
- Roundabout
 - Grant Avenue / Dutton Street
 - Grant Avenue / Morgan Street
- Roadway Widening
 - Grant Avenue – East Main Street to I-505 SB Ramps – two- to four-lane widening

The implementation of these projects, in addition to the development of the future circulation framework, would improve roadway operations to acceptable conditions. **Figure 9** illustrates the PM peak hour traffic volume and level of service with the proposed improvement projects under General Plan Buildout conditions.



- | | | |
|-------------------------|----------------------------|-------------------------------------|
| Intersection LOS | Roadway Segment LOS | Park |
| ● C or Better | — C or Better | ■ Park |
| ● D | — D | □ Winters City Limits |
| ● E | — E | □ County Boundary |
| ● F | — F | ● X,XXX PM Peak Hour Traffic Volume |
| ● Signal Warrant Met | | |

PM Peak Hour Level of Service and Traffic Volumes
General Plan Buildout with Improvements



5. ROADWAY IMPACT FEES

This section summarizes the roadway impact fee calculation methodology, presents the impact fee for new development, and presents a methodology for calculating impact fees for different development types.

Impact Fee Introduction

Assembly Bill 1600 (AB 1600) created a mechanism for assessing new development for the cost of infrastructure investment needed to serve new residents and businesses. Sections 66000-66008 of the California Government Code, which are based on AB 1600, stipulate that a local government must take the following steps to establish an impact fee:

- Identify the purpose of the fee.
- Identify the use to which the fee is to be put.
- Determine how there is a reasonable relationship between the fee's use and the development type on which it is imposed.
- Determine how there is a reasonable relationship between the need for the facility and the type of development on which the fee is imposed.
- Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is stipulated.

Purpose of the Impact Fee

The purpose of the impact fee is to mitigate the effect of future development on traffic conditions. The fees will help to fund improvements needed to maintain the target level of service in response to higher traffic volumes brought on by developments in the City.

Use of the Impact Fee

AB 1600 requires that the local government identify the public facilities that are to be financed through the use of the impact fee. One of the purposes of this document is to satisfy this requirement by determining where and what type of improvements will be needed to serve future increases in traffic.

Determining the "Reasonable Relationships"

AB 1600 requires the local government to determine how there are "reasonable relationships" between:

1. The use of the impact fee and the development type on which it is imposed;
2. The need for the facility and the type of development on which the fee is imposed; and
3. The amount of the impact fee and the facility cost attributable to the development project.

To determine the "use" relationship, the development being assessed an impact fee must be reasonably shown to derive some use or benefit from the facility being built using the fee. Most drivers in the new developments can be expected to use the facilities identified in this study, and those that do not would benefit because new roadways would keep drivers from diverting to other roads and causing congestion in other parts of the City. Even residents or workers in the new developments who do not drive at all would benefit from access to goods and services made possible in part by the serviceability of the road.

To determine the "need" relationship, the facilities to be financed must be shown to be needed at least in part because of the new development. In the case of this document, the roadway improvements are consistent with those necessary for the buildout of the future General Plan Buildout Scenario described in Chapter 4. This scenario was chosen for the purposes of deriving impact fees because it represents a reasonably foreseeable growth scenario as anticipated by City staff over a 20-year planning horizon.

The "amount" relationship requires that there be a reasonable proportionality between the fee charged to each type of development and the cost of the facility being financed. In the case of the City of Winters, the traffic using the facility will come from a number of sources, including existing land uses, new residential and non-residential development, and sources outside the City. Because there are no existing roadway deficiencies within the City, new development will bear the full cost of necessary roadway improvement projects in the fee program.

Commercial Fee Adjustments

During the process of calculating roadway impact fees, non-residential land uses (e.g., retail, office, etc.) are typically at a disadvantage due to their high trip generation characteristics compared to residential land uses. This results in relatively high per unit commercial fees, which can deter potential commercial development. This is a particular concern for jurisdictions where retail sales represent a significant source of revenue.

To address this issue, the roadway impact fee calculation methodology described below shifted a portion of the fees from commercial development to residential development, by demonstrating that the need for commercial development (or a portion thereof) is the result of new residential development. This is the basis for demonstrating a reasonable relationship between the fee's use and the development type on

which it is imposed, a requirement of AB 1600. With this approach, overall roadway fee program revenue is maintained.

Information from the U.S. Census Bureau was used in the calculation of this adjustment. Specifically, data regarding the types of jobs located in the City of Winters according to the 2015 American Community Survey (ACS) was extracted to understand the share of 'locally serving' employment versus 'non-locally serving' employment within the City. Locally serving employment such as retail trade and educational services typically cater to local residents, and therefore correspond with the number of residents and amount of residential development in a jurisdiction. Non-locally serving employment such as manufacturing and agriculture typically produce goods that are exported outside of a jurisdiction, and therefore are not directly correlated with the number of local residents.

As summarized in **Table 7**, 58 percent of jobs within the City are considered locally serving. Therefore, 58 percent of the roadway fee program costs initially allocated to commercial land uses can be reasonably shifted to residential land uses. This shift is reflected in the fee calculations described in detail below.

Table 7:
City of Winters Jobs Summary

Industry	Job Category	Number of Jobs	Percentage of Jobs
Retail trade	Locally Serving	246	8%
Information	Locally Serving	42	1%
Finance and insurance, and real estate and rental leasing	Locally Serving	182	6%
Prof., scientific, and mgmt., and admin. and waste mgmt. services	Locally Serving	378	12%
Educational services, and health care and social assistance	Locally Serving	781	24%
Other services, except public administration	Locally Serving	106	3%
Public administration	Locally Serving	170	5%
	Locally Serving Jobs Subtotal	1,905	58%
Agriculture, forestry, fishing and hunting, and mining	Non-Locally Serving	166	5%
Construction	Non-Locally Serving	209	6%
Manufacturing	Non-Locally Serving	380	12%
Wholesale trade	Non-Locally Serving	179	5%
Transportation and warehousing, and utilities	Non-Locally Serving	252	8%
Arts, entertainment, and rec., and accommodation and food services	Non-Locally Serving	177	5%
	Non-Locally Serving Jobs Subtotal	1,363	42%

Source: American Community Survey, 2015.

Roadway Impact Fee Calculation Methodology

The following steps outline the methodology used to compute the roadway impact fees. This methodology relies on PM peak hour vehicle miles traveled (VMT) as the basis of dwelling unit equivalent (DUE) calculations, since roadway systems are typically designed to accommodate peak traffic volumes that occur during this time period.

1. Identify roadway improvements necessary to address future roadway deficiencies.
2. Determine roadway improvements that are to be included in the citywide roadway impact fee program and improvements that would be fully funded by specific development projects.
3. Calculate the cost of proposed roadway improvements that are to be included in the citywide roadway impact fee program.
4. Calculate the total cost that is to be used for the roadway impact fee program by subtracting existing funding allocated to proposed roadway improvements.
5. Determine the number of units of each land use type that are anticipated to be developed.
6. Determine the number of new PM peak hour VMT by individual units of each land use type using the trip generation rates from the City of Winters TDF model, average trip lengths from the City of Winters TDF model, and typical primary trip percentages for each land use type from the ITE Trip Generation Manual.
7. Determine a preliminary DUE factor for each land use type by dividing the respective PM peak hour VMT by the PM peak hour VMT for the single family dwelling unit land use type.
8. Determine a revised DUE factor for each land use type by shifting a portion of the commercial land use fee burden to residential land use types commensurate with the amount of locally serving jobs present in the City of Winters.
9. Determine a final DUE factor for each land use type by dividing the revised DUE factors for each land use type by the revised DUE factor for the single family dwelling unit land use type.
10. Divide the total cost of the proposed roadway improvements by the total final DUE for all new land uses to calculate the improvement cost per single family DUE.
11. Multiply the improvement cost per single family DUE by the final DUE factor for each land use type to determine the improvement cost per unit for each land use type.

Impact Fee Calculations

This section describes the roadway impact fee calculations.

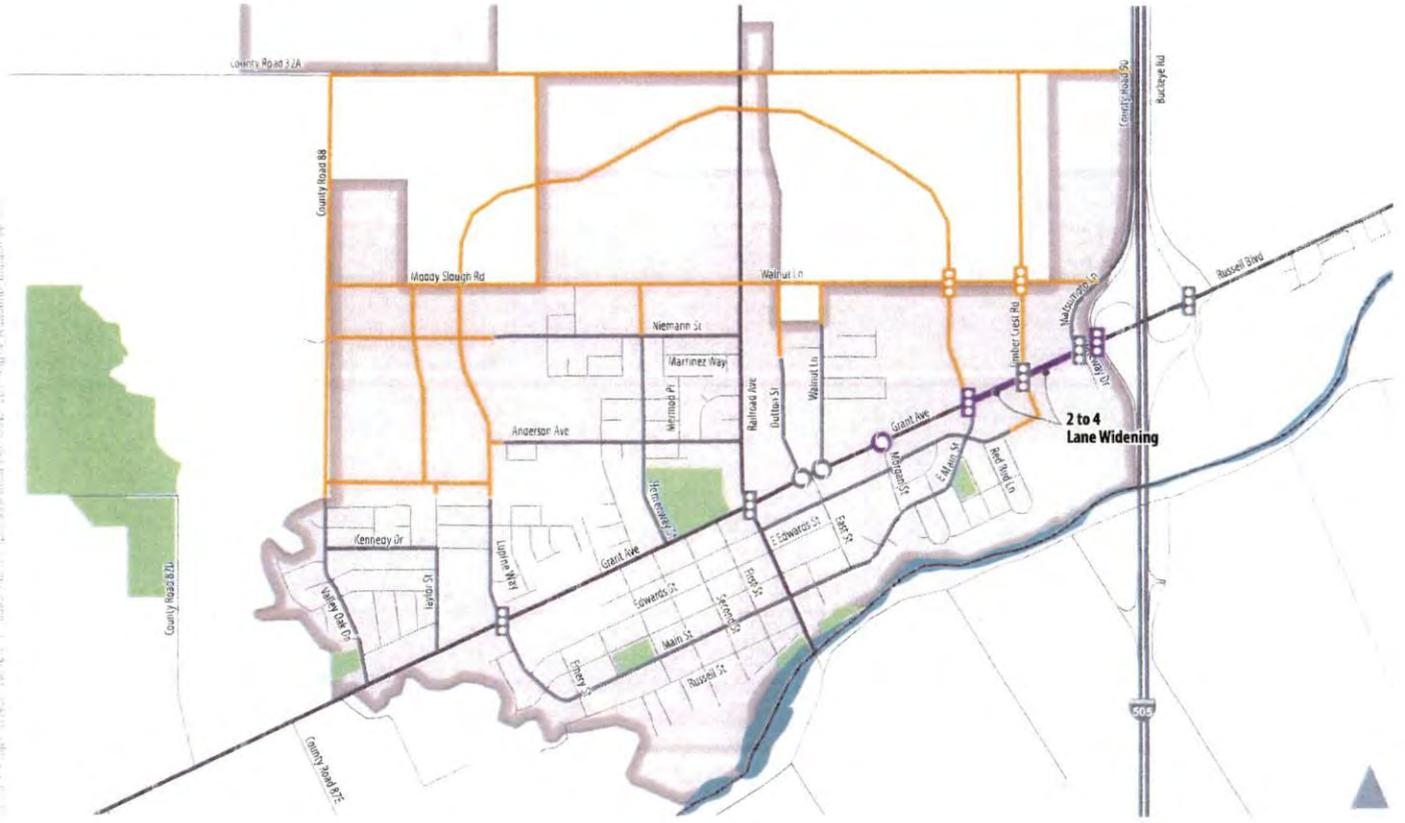
Impact Fee Program Roadway Improvements

Figure 10 displays the roadway improvement projects included in the fee program. As discussed previously, these projects are necessary based on the estimated growth under the future General Plan Buildout Scenario. The fee program excludes future roadway improvement projects that are fully funded. The fee program also excludes projects that the City would require to be incorporated into individual land development projects.

Individual roadway improvement projects in the fee program include:

- Traffic Signal
 - Grant Avenue / East Main Street
 - Grant Avenue / I-505 SB Ramps
- Roundabout
 - Grant Avenue / Morgan Street
- Roadway Widening
 - Grant Avenue – East Main Street to I-505 SB Ramps – two- to four-lane widening

2012 City of Winters, Oregon. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of Winters.



Future Roadway Improvements

- | | | | |
|--|--------------------|--|--------------------------|
| | Impact Fee Program | | Developer Responsibility |
| | Traffic Signal | | Park |
| | Roundabout | | Winters City Limits |
| | Collector | | County Boundary |



**Roadway Improvements
Impact Fee Program**

Roadway Improvement Cost Estimates

Table 8 summarizes the estimated improvement costs for the roadway fee program.

Table 8: Roadway Improvement Project Cost Estimates		
Project Type	Location	Cost
Traffic Signal	Grant Ave. / East Main St.	\$1,860,625
Traffic Signal	Grant Ave. / I-505 SB Ramps	\$2,232,750
Roundabout	Grant Ave. / Morgan St.	\$2,275,000
2 to 4 Lane Widening	Grant Ave. – East Main St. to I-505 SB Ramps	\$1,799,120
Total		\$8,167,495

Note: Costs estimates include construction, design, and administrative expenses related to each specific project.

Source: Laugenour & Meikle and Fehr & Peers, 2017.

Roadway Impact Fee Calculation

Table 9 summarizes the calculation of the roadway impact fees per DUE based on the land use growth under the General Plan Buildout Scenario and the total roadway improvement cost attributable to new development. The fee schedule includes DUE rates per unit of development for several land use categories based on PM peak hour VMT using average trip lengths and trip generation rates from the City of Winters TDF model. This method for calculating impact fees creates a better nexus between land use developments and their impact on traffic operations, because it considers the specific trip generation characteristics of different land uses as they relate to pass-by trips and trip length.

To estimate the roadway impact fee for a particular development, multiply the impact fee per unit in the second-to-last column by the total amount of land use included in a proposed development project.

**Table 9:
Detailed Roadway Impact Fee Calculations**

Land Use Category	Land Use Growth	PM Peak Hour Trip Rate per Unit	Avg. Trip Length	% New Trips	New PM Peak Hour VMT per Unit	Prelim. DUE Factor per Unit	Prelim. DUE	DUE Shift for Local Business ¹	Revised DUE	Revised DUE Factor per Unit	Final DUE Factor per Unit	Impact Fee per Unit	Total Fee Contribution
Rural Residential	36 DU	0.95	1.14	100%	1.08	1.00	36	24	60	1.67	1.00	\$3,142 per DU	\$113,109
Single Family Residential	595 DU	0.95	1.14	100%	1.08	1.00	595	397	992	1.67	1.00	\$3,142 per DU	\$1,869,444
1 & 2 Family Residential	540 DU	0.95	1.14	100%	1.08	1.00	540	360	900	1.67	1.00	\$3,142 per DU	\$1,696,639
Multifamily Residential	891 DU	0.66	1.14	100%	0.76	0.70	622	415	1,038	1.16	0.70	\$2,195 per DU	\$1,955,501
High Density Residential	318 DU	0.66	1.14	100%	0.76	0.70	222	148	370	1.16	0.70	\$2,195 per DU	\$697,923
Neighborhood Commercial	236 ksf	10.82	0.98	50%	5.32	4.90	1,157	671	486	2.06	1.24	\$3.88 per sf	\$916,135
Central Business District	42 ksf	5.05	0.98	50%	2.48	2.29	96	56	40	0.96	0.58	\$1.81 per sf	\$76,158
Highway Service Commercial	36 ksf	60.24	0.97	10%	5.84	5.38	194	112	81	2.26	1.36	\$4.26 per sf	\$153,430
Office	217 ksf	1.35	1.04	80%	1.12	1.04	225	130	94	0.43	0.26	\$0.82 per sf	\$177,839
Light Industrial	611 ksf	0.82	1.04	80%	0.68	0.63	385	223	162	0.26	0.16	\$0.50 per sf	\$304,508
Heavy Industrial	371 ksf	0.45	1.04	80%	0.37	0.35	128	74	54	0.14	0.09	\$0.27 per sf	\$101,336
Hotel	212 rooms	1.02	0.96	70%	0.68	0.63	133	77	56	0.26	0.16	\$498 per room	\$105,473
Residential Subtotal							2,016	1,344	3,360				\$6,332,616
Non-Residential Subtotal							2,318	1,344	974				\$1,834,879
Grand Total							4,333		4,333				\$8,167,495

Note: 1. 58% of non-residential preliminary DUE shifted to residential land use types, per Winters locally serving jobs from ACS 2015.
Source: Fehr & Peers, 2017 and American Community Survey, 2015.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Waste Management (WM) Rate Increase *CS*

RECOMMENDATION: Staff recommends the Council:

- 1) Hold Public Hearing on the proposed rate increase for WM/Landfill rates
- 2) Approve Resolution 2018- 62 adopting refuse service rates increases

BACKGROUND: The City adopted a new 10 year agreement with WM, on June 20, 2017. The franchise agreement establishes rates that WM will charge for solid waste services within the City and provides certain circumstances under which rates may be increased. One of these conditions is the amount paid by WM for increases in disposal costs, including “tipping fees” paid to Yolo County Central Landfill(YCCL). Recently the City was sent notice from YCCL that tipping fees were to be increased from \$45.20 to \$50.48 per ton for trash and \$54 to \$62 per ton for mixed green waste. The increases are a result from the YCCL needing to construct a new landfill module that will be consistent with their Waste Discharge Permit. The proposed new rates reflect the cost for Winters customers regarding the tipping fee increases. The City sent out Public Hearing Notice on September 18th to all property owners and WM customers. Staff has received no protests regarding the proposed new rates. The new rates would be effective November 7th, 2018 if approved.

FISCAL IMPACT: Average rate increase would be \$1 per month.

Attachments:
Public Hearing Notice
Resolution 2018-62



Notice of Public Hearing About Proposed Rate Increases for City Integrated Waste Management Services

The City of Winters will hold a public hearing on November 6, 2018 at 6:30 p.m., in the City of Winters, City Council Chambers, 318 First Street, Winters, CA, to consider adopting increases to the rates for its refuse services (also known as integrated waste management services.). These rate increases, if approved, will take effect on November 7, 2018. The public hearing will provide an opportunity for Winters refuse customers to share their thoughts and comments with City officials regarding proposed rate changes and, if desired, to file a protest to the respective fee increases. The reasons for the proposed rate increases are described below.

The City has an exclusive franchise agreement with Waste Management of Winters, CA (“WM”) for the collection and handling of solid waste, including garbage, green waste, recycling, and street sweeping within the City (collectively, “refuse services”). All properties within the City are required to subscribe to the weekly solid waste services provided by WM. Pursuant to the franchise agreement, the City collects refuse service fees from customers who receive solid waste services from WM. The City uses the revenues from the fees to pay WM for the refuse services provided under the franchise agreement.

The franchise agreement establishes rates that WM will charge for solid waste services within the City, and provides certain circumstances under which the rates may be increased. One of those conditions is that the amount paid to WM may be adjusted for increases in disposal costs, including tipping fees (“Tipping Fees”) paid to Yolo County for disposal of solid waste at the Yolo County Central Landfill. Recently, the City received notice that Yolo County is increasing its Tipping Fees from the current rate of \$45.20 per ton to \$50.48 per ton for trash and \$54 to \$62 per ton for Mixed Green Waste. The increase in Tipping Fees results from the County’s need to construct a new landfill module that is consistent with the Waste Discharge Requirement (WDR) No. R5—2016-0094, which establishes new requirements to ensure sufficient protection and separation between the landfill and groundwater in the vicinity of the Central Landfill.

The franchise agreement also provides that the amount to be paid WM each year may be adjusted annually for increases in the cost of living. The cost of living adjustment is based on a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID CUUR0000SEHG (“CPI”), as published by the Bureau of Labor Statistics, for the 12-month period ending nearest to May 1 of each year.

Integrated Waste Management Services Rates

In order to recover increases in the City’s costs of providing solid waste services as a result of the increase to Tipping Fees, the City has determined that it is necessary to increase the rates for its refuse service fees. If adopted, the proposed rates will be effective for services provided on and after November 7, 2018. The proposed rates for single-family residential solid waste service fees are set forth in the table below:

Below are tables showing the current and proposed cost of the most common residential refuse service, and the monthly and yearly increase for each of the most common residential refuse services. Included as attachment A to this notice, is the partial list of services, both residential and non-residential, with the current rate and the proposed rate. Complete list of rates is available at City Hall or online at <http://www.cityofwinters.org/waste-recycling/>

Typical Service Bundle Summary -

	New Rates	Current Rates
1-32g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$35.31	\$34.43
1-64g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$39.00	\$38.03
1-96g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$45.77	\$44.64

In addition to the rate increases provided above, beginning on July 1, 2019, and each July 1 thereafter, through and including July 1, 2023, the rates for the residential solid waste service fees identified above may be adjusted annually for increases in the cost of living based on the CPI (“CPI Adjustment”). Provided, however, in no event shall the rates for the solid waste service fees identified above be adjusted, as a result of the annual CPI Adjustment, by more than the City’s cost of providing solid waste services. Prior to implementing any annual CPI Adjustment, the City must provide written notice of such adjustment to any property owner whose property is subject the payment of the refuse service fees and any tenant directly liable for the payment of such fees. The notice must be mailed not less than 30 days prior to the effective date of any rate adjustment.

You Can be Heard

The City of Winters will hold a public hearing on Tuesday, November 6, 2017 at a meeting beginning at 6:30 p.m. in the City of Winters Community Chambers, 318 First Street, Winters, CA, to consider adopting increases to the rates for its integrated waste management services. Proposition 218 allows customers to object to proposed rate increases prior to, and up until the close of, the public hearing. Any customer of record may submit a written protest to the proposed rate increases. However, only one protest will be counted per identified parcel.

Protests may be submitted by mail or in person (protests submitted by e-mail will not be accepted) to the City Clerk at 318 First Street, Winters, CA 95694, or during the public hearing. Any protests received during the public hearing must be received prior to the conclusion of the public comment portion of the public hearing. Please include the words “Public Hearing on Rate Increases” on the front of any envelope submitted with a protest.

A valid written protest must contain:

- A clear statement that the customer/property owner is in opposition to the proposed rate increase;
- Name and signature of customer or property owner;
- Property address or assessor’s parcel number; and
- Written evidence that the signer(s) is/are the owner(s) of the property if the signer(s) was/were not shown on the last equalized assessment roll of Yolo County as the owner(s) of the property (not applicable to non-owner customers).

At the public hearing on November 6, 2018 the City Council will hear and consider all written and oral protests to the proposed integrated waste management services rate increase. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a valid written protest.

At the conclusion of the public hearing, the City Council will consider authorizing the rate increases as described above. If a majority of customers/property owners of the identified parcels upon which the rates are proposed to be imposed file valid written protests against the proposed rate increases, the proposed rate changes will not be imposed. If adopted the proposed rate increases will take effect November 7, 2018.

If you have any questions regarding this notice or the proposed rate increases, please call (530) 794-6704 between 8am and 5pm Monday through Friday.

Attachment A



City of Winters

Effective 11/7/2018

Typical Service Bundle Summary - New Rates

1-32g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$35.31
1-64g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$39.00
1-96g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$45.77

CPI Change	0.00%
MSW Change	2.53%
C&D Change	-6.00%
GW Change	-0.89%
GW / Food Change	3.31%

SINGLE FAMILY COLLECTION SERVICES	Current Monthly Rate Effective 7/1/2018	Disposal Change	New Total Monthly Rate
SOLID WASTE COLLECTION			
1 - 32 gallon	\$17.99	\$0.46	\$18.45
2 - 32 gallon	\$29.04	\$0.73	\$29.77
3 - 32 gallon	\$40.11	\$1.01	\$41.12
4 - 32 gallon	\$51.15	\$1.29	\$52.44
1 - 64 gallon	\$21.59	\$0.55	\$22.14
2 - 64 gallon	\$38.20	\$0.97	\$39.17
3 - 64 gallon	\$54.82	\$1.39	\$56.21
4 - 64 gallon	\$71.41	\$1.81	\$73.22
1 - 96 gallon	\$28.20	\$0.71	\$28.91
2 - 96 gallon	\$50.24	\$1.27	\$51.51
3 - 96 gallon	\$72.28	\$1.83	\$74.11
4 - 96 gallon	\$94.33	\$2.39	\$96.72
RECYCLING			
1 - 96 gallon	\$2.89	\$0.00	\$2.89
2 - 96 gallon	\$7.11	\$0.00	\$7.11
GREEN WASTE			
96 Gallon Cart EOW + Loose Piles + Leaf Drop Season	\$8.92	\$0.30	\$9.22
Add'l Cubic Yard	\$20.65	\$0.68	\$21.33
LARGE ITEM COLLECTION			
Yearly Bulky Pickup - Up to 5 Cu Yds	\$4.63	\$0.12	\$4.75
Add'l 1 Cu Yd	\$20.65	\$0.52	\$21.17
OTHER SERVICES			
Add'l 1 Cu Yd	\$20.65	\$0.52	\$21.17
32 gallon Cart Exchange/Delivery	\$6.30	\$0.16	\$6.46
64 gallon Cart Exchange/Delivery	\$6.30	\$0.16	\$6.46
96 gallon Cart Exchange/Delivery	\$6.30	\$0.16	\$6.46
SPECIAL SERVICE CHARGES / ANCILLARY CHARGES			
Backyard/Sideyard Pickup Charge	\$11.25	\$0.28	\$11.53
On-call bulky items pickup per yard up to 4 cu yds	\$21.06	\$0.53	\$21.59
Vacation Stop/Restart per incident	\$70.15	\$1.77	\$71.92
Reactivation Charge (if due to non payment) - no delivery	\$54.60	\$1.38	\$55.98
Reactivation Charge (if due to non payment) - with delivery	\$97.07	\$2.46	\$99.53
Bad Check Charge per incident	\$25.00	N/A	\$25.00
Finance / Late Payment Charge	2.5% or minimum \$5.00	N/A	2.5% or minimum \$5.00

COMMERCIAL COLLECTION SERVICES	Current Monthly Rate Effective 7/1/2018	Disposal Change	New Total Monthly Rate
SOLID WASTE COLLECTION			
1 yd 1X week	\$62.42	\$1.58	\$64.00
1.5 yd 1X week	\$93.57	\$2.37	\$95.94
2 yd 1X week	\$124.88	\$3.16	\$128.04
3 yd 1X week	\$187.27	\$4.74	\$192.01
4 yd 1X week	\$249.68	\$6.32	\$256.00
5 yd 1X week	\$312.11	\$7.90	\$320.01
6 yd 1X week	\$374.56	\$9.48	\$384.04
SOLID WASTE COLLECTION			
96 gallon cart 1X week	\$45.95	\$1.16	\$47.11
20yd compactor 1X week	\$459.57	\$11.63	\$471.20
30yd compactor 1X week	\$536.78	\$13.58	\$550.36
MIXED ORGANICS RATES			
32 Gallon Mixed Organics Cart - 1 x Week	\$20.06	\$0.51	\$20.06
64 Gallon Mixed Organics Cart - 1 x Week	\$24.07	\$0.61	\$24.07
2 Yard Mixed Organics Bin* - 1 x Week	\$288.27	\$7.29	\$288.27
3 Yard Mixed Organics Bin* - 1 x Week	\$290.53	\$7.35	\$290.53
PUSH RATES			
0 -75 feet - Per Service Frequency	\$3.90	\$0.10	\$4.00
TEMPORARY INDUSTRIAL COLLECTION SERVICES			
10 cubic yards	\$247.75	\$6.27	\$254.02
20 cubic yards	\$495.54	\$12.54	\$508.08
25 cubic yards	\$588.01	\$14.88	\$602.89
30 cubic yards	\$664.97	\$16.82	\$681.79
35 cubic yards	\$745.81	\$18.87	\$764.68
40 cubic yards	\$817.28	\$20.68	\$837.96
SPECIAL SERVICE CHARGES / ANCILLARY CHARGES			
Cleaning per incident in excess of 1 time per year	\$105.22	\$2.66	\$107.88
Bin Exchange per incident in excess of 1 time per year	\$70.15	\$1.77	\$71.92
Cart Exchange per incident in excess of 1 time per year	\$21.06	\$0.53	\$21.59
Key/Unlock charges	\$4.21	\$0.11	\$4.32
Vacation Stop/Restart	\$70.15	\$1.77	\$71.92
Gate service charges	\$5.61	\$0.14	\$5.75
Long walk charges (20 ft or more)	\$11.25	\$0.28	\$11.53
Excess yards/Snapshot Charge	\$150.00	N/A	\$150.00
Contamination Charge	\$50.00	N/A	\$50.00
Cart Swap / Cleaning Charge	\$125.00	\$3.16	\$125.00
Bin Swap / Cleaning Charge	\$125.00	\$3.16	\$125.00
Reactivation Charge (if due to non payment) - no delivery	\$54.60	\$1.38	\$55.98
Reactivation Charge (if due to non payment) - with delivery	\$97.07	\$2.46	\$99.53
Bad Check Charge	\$25.00	N/A	\$25.00
Finance / Late Payment Charge	2.5% or minimum \$5.00	N/A	2.5% or minimum \$5.00

All rates include franchise fee 15%

RESOLUTION NO. 2018-62

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS,
INCREASING INTEGRATED WASTE MANAGEMENT SERVICES
RATES FOR RESIDENTIAL AND COMMERCIAL PREMISES**

WHEREAS, Chapter 8.04 of the City of Winters Municipal Code (“Code”) establishes regulations for the collection and removal of refuse; and

WHEREAS, the City has an agreement for the collection and removal of refuse, along with related integrated waste management services with USA Waste of California, Inc. (doing business as Waste Management of Winters) (“Waste Management”); and

WHEREAS, the agreement between the City and Waste Management contemplates increases to the rates that are charged for residential and commercial services to account for increased costs resulting from changes to the services provided and other increases to the cost of doing business; and

WHEREAS, pursuant to California Proposition 218 (Calif. Constitution, Article XIII D, Section 6) and California Assembly Bill 1260 (Calif. Government Code, Section 53755) at least 45 days prior to the hearing on this Resolution, the City has mailed, postage prepaid, a notice of the public hearing on the proposed solid waste rate increase to the address to which the City customarily mails the solid waste service bill, for each identified parcel upon which the increased rates are being proposed;

WHEREAS, said notice identified: (1) the amount of the increased rates proposed to be charged; (2) the basis upon which the rate increase was determined; (3) the reason for the rate increase; and (4) the date, time, and location for the public hearing on the rate increase;

WHEREAS, on November 6, 2018, the City Council held a duly noticed public hearing pursuant to the requirements of Section 6(a) of Article XIII D of the California Constitution (Proposition 218) on the proposed rate increases; and

WHEREAS, the City Council considered the staff report and other documentation concerning the proposed rate increase and all of the information, testimony, and evidence presented at the public hearing; and

WHEREAS, on November 6, 2018, at 6:30 p.m., the City Council conducted a duly noticed public hearing at which time all those wishing to be heard were afforded an opportunity to be heard, and at which time the City Council considered any and all written protests concerning the proposed solid waste rates; and

WHEREAS, the City did not receive written protests from a majority of the identified parcels that would be subject to the proposed rates; and

WHEREAS, all other prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, based upon the information contained in the Staff Report, the City proposes to increase its integrated waste management services rates in accordance with California law in an amount that corresponds to the amount necessary for the collection, conveyance, recycling and disposal of solid waste via the City's franchise agreement. Therefore, the City Council finds, with respect to the revenue derived from the increased rates, that (1) there is a reasonable relationship between the use of the rates increased herein and the services for which they are imposed; (2) the revenue derived from the increased rates does not exceed the amount necessary to provide the services; (3) the increased rates shall not be used for any purpose other than that for which the rates are imposed, including but not limited to, solid waste pick-up, transportation, recycling, disposal, facilities and equipment maintenance, capital projects and financing, and billing and account management; (4) the increased rates do not exceed the proportional cost of the services attributable to each customer; and (5) the increased rates are not levied for general governmental purposes; and

WHEREAS, the integrated waste management services rates for fiscal year 2018/19 are included as Exhibit A to this Resolution and incorporated herein;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS AS FOLLOWS:

Section 1. Based upon its review of the Staff Report, and upon the written and verbal evidence presented, the City Council hereby finds and determines that the Integrated Waste Management Services for fiscal year 2018-19, beginning November 7, 2018, shall be provided based upon the rates attached hereto as Exhibit "A". The rates for said Integrated Waste Management Services includes, but is not limited to: solid waste collection and disposal, organics and green waste collection and processing, recycling collection and processing, and bulky-item collection, all as more specifically established in accordance with the Franchise Agreement

Section 2. This Resolution supersedes and voids all prior resolutions, and other Council actions, which are inconsistent with its terms, including all prior resolutions establishing or amending integrated waste management services rates.

Section 3. This Resolution shall become effective immediately upon its approval.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 6thth day of November 2018, by the following vote:

· AYES:

NOES:

ABSENT:

Bill Biasi, Mayor
City of Winters

ATTEST:

Tracy Jensen, City Clerk
City of Winters

EXHIBIT A

**INTEGRATED WASTE MANAGEMENT SERVICES RATES
FOR FISCAL YEAR 2018-19**

[Attached behind this cover page]



Effective 11/7/2018

Typical Service Bundle Summary - New Rates

1-32g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$35.31
1-64g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$39.00
1-96g Trash/1-96g Recycle/1-96g Green Waste/Yearly Bulky	\$45.77

CPI Change	0.00%
MSW Change	2.53%
C&D Change	-6.00%
GW Change	-0.89%
GW / Food Change	3.31%

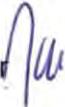
SINGLE FAMILY COLLECTION SERVICES	Current Monthly Rate Effective 7/1/2018	Disposal Change	New Total Monthly Rate
SOLID WASTE COLLECTION			
1 - 32 gallon	\$17.99	\$0.46	\$18.45
2 - 32 gallon	\$29.04	\$0.73	\$29.77
3 - 32 gallon	\$40.11	\$1.01	\$41.12
4 - 32 gallon	\$51.15	\$1.29	\$52.44
1 - 64 gallon	\$21.59	\$0.55	\$22.14
2 - 64 gallon	\$38.20	\$0.97	\$39.17
3 - 64 gallon	\$54.82	\$1.39	\$56.21
4 - 64 gallon	\$71.41	\$1.81	\$73.22
1 - 96 gallon	\$28.20	\$0.71	\$28.91
2 - 96 gallon	\$50.24	\$1.27	\$51.51
3 - 96 gallon	\$72.28	\$1.83	\$74.11
4 - 96 gallon	\$94.33	\$2.39	\$96.72
RECYCLING			
1 - 96 gallon	\$2.89	\$0.00	\$2.89
2 - 96 gallon	\$7.11	\$0.00	\$7.11
GREEN WASTE			
96 Gallon Cart EOW + Loose Piles + Leaf Drop Season	\$8.92	\$0.30	\$9.22
Add'l Cubic Yard	\$20.65	\$0.68	\$21.33
LARGE ITEM COLLECTION			
Yearly Bulky Pickup - Up to 5 Cu Yds	\$4.63	\$0.12	\$4.75
Add'l 1 Cu Yd	\$20.65	\$0.52	\$21.17
OTHER SERVICES			
Add'l 1 Cu Yd	\$20.65	\$0.52	\$21.17
32 gallon Cart Exchange/Delivery	\$6.30	\$0.16	\$6.46
64 gallon Cart Exchange/Delivery	\$6.30	\$0.16	\$6.46
96 gallon Cart Exchange/Delivery	\$6.30	\$0.16	\$6.46
SPECIAL SERVICE CHARGES / ANCILLARY CHARGES			
Backyard/Sideyard Pickup Charge	\$11.25	\$0.28	\$11.53
On-call bulky items pickup per yard up to 4 cu yds	\$21.06	\$0.53	\$21.59
Vacation Stop/Restart per incident	\$70.15	\$1.77	\$71.92
Reactivation Charge (if due to non payment) - no delivery	\$54.60	\$1.38	\$55.98
Reactivation Charge (if due to non payment) - with delivery	\$97.07	\$2.46	\$99.53
Bad Check Charge per incident	\$25.00	N/A	\$25.00
Finance / Late Payment Charge	2.5% or minimum \$5.00	N/A	2.5% or minimum \$5.00

COMMERCIAL COLLECTION SERVICES	Current Monthly Rate Effective 7/1/2018	Disposal Change	New Total Monthly Rate
SOLID WASTE COLLECTION			
1 yd 1X week	\$62.42	\$1.58	\$64.00
1.5 yd 1X week	\$93.57	\$2.37	\$95.94
2 yd 1X week	\$124.88	\$3.16	\$128.04
3 yd 1X week	\$187.27	\$4.74	\$192.01
4 yd 1X week	\$249.68	\$6.32	\$256.00
5 yd 1X week	\$312.11	\$7.90	\$320.01
6 yd 1X week	\$374.56	\$9.48	\$384.04
SOLID WASTE COLLECTION			
96 gallon cart 1X week	\$45.95	\$1.16	\$47.11
20yd compactor 1X week	\$459.57	\$11.63	\$471.20
30yd compactor 1X week	\$536.78	\$13.58	\$550.36
MIXED ORGANICS RATES			
32 Gallon Mixed Organics Cart - 1 x Week	\$20.06	\$0.51	\$20.06
64 Gallon Mixed Organics Cart - 1 x Week	\$24.07	\$0.61	\$24.07
2 Yard Mixed Organics Bin* - 1 x Week	\$288.27	\$7.29	\$288.27
3 Yard Mixed Organics Bin* - 1 x Week	\$290.53	\$7.35	\$290.53
PUSH RATES			
0 -75 feet - Per Service Frequency	\$3.90	\$0.10	\$4.00
TEMPORARY INDUSTRIAL COLLECTION SERVICES			
10 cubic yards	\$247.75	\$6.27	\$254.02
20 cubic yards	\$495.54	\$12.54	\$508.08
25 cubic yards	\$588.01	\$14.88	\$602.89
30 cubic yards	\$664.97	\$16.82	\$681.79
35 cubic yards	\$745.81	\$18.87	\$764.68
40 cubic yards	\$817.28	\$20.68	\$837.96
SPECIAL SERVICE CHARGES / ANCILLARY CHARGES			
Cleaning per incident in excess of 1 time per year	\$105.22	\$2.66	\$107.88
Bin Exchange per incident in excess of 1 time per year	\$70.15	\$1.77	\$71.92
Cart Exchange per incident in excess of 1 time per year	\$21.06	\$0.53	\$21.59
Key/Unlock charges	\$4.21	\$0.11	\$4.32
Vacation Stop/Restart	\$70.15	\$1.77	\$71.92
Gate service charges	\$5.61	\$0.14	\$5.75
Long walk charges (20 ft or more)	\$11.25	\$0.28	\$11.53
Excess yards/Snapshot Charge	\$150.00	N/A	\$150.00
Contamination Charge	\$50.00	N/A	\$50.00
Cart Swap / Cleaning Charge	\$125.00	\$3.16	\$125.00
Bin Swap / Cleaning Charge	\$125.00	\$3.16	\$125.00
Reactivation Charge (if due to non payment) - no delivery	\$54.60	\$1.38	\$55.98
Reactivation Charge (if due to non payment) - with delivery	\$97.07	\$2.46	\$99.53
Bad Check Charge	\$25.00	N/A	\$25.00
Finance / Late Payment Charge	2.5% or minimum \$5.00	N/A	2.5% or minimum \$5.00

All rates include franchise fee



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John P. Miller, Chief of Police
SUBJECT: Downtown Parking Master Plan Parking Fines Update, Resolution to adopt Schedule of Fines and Penalties

RECOMMENDATION:

Read and adopt a resolution to adopt an updated City of Winters Schedule of Fines and Penalties for traffic and parking violations.

BACKGROUND:

Pursuant to the ordinance concurrently submitted for consideration, if approved, the Council may set respective fines for parking violations.

The fines for parking violations within the City of Winters were last updated in approximately 1995. Staff reviewed the parking fine schedules of the neighboring cities of Woodland, Davis, Vacaville, and Dixon (refer to Exhibit A) and is recommending adopting the proposed Schedule of Fines and Penalties.

It should be noted that pursuant to California Government Code §76000, §76000.3, and §70372(B), \$11.00 from every citation is remitted to the County and/or Courts.

FISCAL IMPACT:

Undetermined increase in revenues from parking citation fines.

Exhibit A
Parking Fines Comparison

Parking Violations	Current Winters	Recommended Winters	Dixon	Davis	Woodland	Vacaville
10.16.020 Stopping in parkway- Prohibited	\$20	\$30	\$60	\$50	\$40	\$27
10.16.040 (Signed No parking/ red zone/ firelane)	\$40	\$30	\$60/\$60	\$50/\$50/\$88	\$40/\$45/\$45	\$38/\$43/\$108
10.16.050 Use city streets for storage of veh- Prohibited	\$15	\$30	\$60			
10.16.060 Parking for demonstration- Prohibited	\$15	\$30		\$50	\$40	\$35
10.16.070 Repair of veh on public Street	\$15	\$30	\$60			\$43
10.16.080 Parking adjacent to schools	\$15	\$30	\$60		\$40	\$58
10.16.090 Parking prohibited on narrow St	\$15	\$30			\$40	
10.16.100 Emergency Parking signs	\$20	\$30	\$60	\$50	\$40	\$38
10.16.110 Parking on City Property	\$15	\$30		\$50	\$40	
10.16.120A 24 minute parking	\$15	\$30	\$60			
10.16.120B 40 minute parking	\$15	\$30	\$60			
10.16.120C 1 hour parking	\$15	\$30	\$60	\$50	\$40	
10.16.120D 2 hour parking	\$15	\$30	\$60	\$50	\$45	
10.16.130 Parking parallel on one way st	\$15	\$30				\$38
10.16.140 Diagonal Parking	\$15	\$30			\$40	\$38
10.16.150 Parking space markings	\$15	\$30	\$60	\$50	\$40	\$33
10.16.160 No stopping zones	\$20	\$30	\$60	\$50		
10.16.170 All night parking- prohibited	\$15	\$30			\$40	
10.16.180 30 minute limit	\$15	\$30	\$60		\$40	
10.16.190 Establishment of Preferential parking	\$15	\$30				
10.16.210A Curb marking RED	\$20	\$30	\$60	\$50	\$45	\$30

10.16.210B Curb marking YELLOW	\$15	\$30	\$60	\$50	\$40	\$30
10.16.210C Curb marking WHITE	\$15	\$30	\$60	\$50	\$40	\$30
10.16.210D Curb marking GREEN	\$15	\$30	\$60	\$50	\$40	\$30
10.16.230 Parking for loading and unloading only	\$15	\$30			\$40	\$38
10.16.240 Parking passenger loading zone	\$15	\$30		\$50	\$40	
10.16.250 Parking in any alley	\$15	\$30				
10.20.010 Certain vehicles prohibited in central traffic dist	\$15	\$30				
10.20.030 Restricted truck route/ over 3 tons	\$20	\$30	\$60			\$63
10.20.050B Truck parking prohibited in residential zones	\$30	\$30				\$55
22507.8 CVC Disabled parking	N/A	\$336	\$365	\$283	\$285	\$358
22523 CVC Abandoned vehicle	N/A	\$100	\$265		\$106	

RESOLUTION NO. 2018-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ESTABLISHING THE SCHEDULE OF FINES AND PENALTIES FOR
TRAFFIC AND PARKING VIOLATIONS**

WHEREAS, the City Council, by ordinance introduced concurrently with this Resolution, amended Chapter 10.24 of the Winters Municipal Code regarding the administration and enforcement of parking violations; and

WHEREAS, the City Council is authorized to establish the schedule of fines and penalties applicable to traffic and parking violations; and

WHEREAS, the City Council therefore desires to set the fines and penalties applicable to traffic and parking violations, which fines shall be effective upon the effective date of Ordinance No. 2018-07, introduced concurrently with this Resolution.

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

SECTION 1. Schedule of Fines and Penalties. The schedule of fines and penalties applicable to traffic and parking violations, as set forth in Exhibit A attached hereto and incorporated herein by this reference, and as authorized by Chapter 10.24 of the Winters Municipal Code, is hereby adopted and established.

SECTION 6. Severability. If any provision, clause, sentence or paragraph of this resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

SECTION 7. Effective Date. This Resolution shall take effect upon the effective date of Ordinance No. 2018-07, introduced concurrently herewith. Within fifteen (15) days after adoption of this Resolution, it shall be published at least once in a newspaper of general circulation published and circulated within the City.

PASSED AND ADOPTED by the City Council of the City of Winters on this 6th day of November, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Bill Biasi, MAYOR, City of Winters

ATTEST:

Tracy S. Jensen, City Clerk
82573.00023\29983419.1

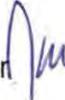
Exhibit A

22500 sections (a) through (m) CVC	Prohibited Parking area (sidewalks, bridges, etc)	\$30
21113(a)(1)(F) CVC	No parking on public grounds	\$30
21211 (a)CVC	Parking/ stoping impede bicycle path	\$30
22502CVC	Parking within 18 inches of curb	\$30
22505 (b) CVC	Parking/ stoping failure to obey state highway sign restrictions	\$30
22507 CVC	Preferential or permit parking	\$30
22507.8 CVC	Parked/stopped disabled person designated parking	\$336
22514CVC	Parking within 15 feet of fire hydrant	\$30
22500.1CVC	Stopping/parking in fire lane prohibited	\$30
22523(a) or (b) CVC	Abandoned vehicle	\$100
22515 CVC	Parking with engine running- no driver/occupant present	\$30
22516 CVC	Locked veh- occupant inside unable to escape	\$30
22511.1 CVC	Parking/blocking space designated for electric veh/charging	\$30
22951 CVC	Parking lot operator using street	\$30
10.16.050 WMC	Using city street to store veh over 72 consecutive hours prohibited	\$30
10.16.060 WMC	Parking for demonstration (sale) prohibited	\$30
10.16.070 WMC	Repair of vehicles on public street prohibited	\$30
10.16.080 WMC	Parking adjacent to schools in violation of signs	\$30
10.16.090 WMC	Parking prohibited on narrow streets	\$30
10.16.100 WMC	Emergency parking sign due to event	\$30
10.16.110 WMC	Parking in violation of parking signs placed by the city	\$30
10.16.120 (a) through (d) WMC	Parking in violation of timed parking restrictions	\$30
10.16.130 WMC	Parellel parking on one way street	\$30
10.16.140 WMC	Diagonal parking	\$30
10.16.150 WMC	Vehicle must be parked within parking space markings	\$30
10.16.160 WMC	Parking in areas designated as no parking zones prohibited	\$30
10.16.170 WMC	Parking all night for purpose of habitation prohibited	\$30
10.16.210 (a) through (d) WMC	Parked in violation of curb markings	\$30
10.16.230 WMC	Parked in commercial load/unload zone	\$30
10.16.250 WMC	Stopping/parking in alley prohibited	\$30

10.20.010 WMC	Certain commercial veh prohibited in central traffic district	\$30
10.20.030 WMC	Restricted truck route / over 3 tons	\$30
10.20.050 WMC	Truck parking restrictions in residential areas	\$30



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: November 6, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John P. Miller, Chief of Police
SUBJECT: Downtown Parking Master Plan Parking Fines Update, Ordinance to amend WMC §§10.24.160, 10.24.170, 10.24.180, 10.24.200 and 10.24.210 regarding administration and enforcement of parking violations and citations.

RECOMMENDATION:

First reading of an ordinance to amend Winters Municipal Code §§10.24.160, 10.24.170, 10.24.180, 10.24.190, and 10.24.210 and repeal §10.24.200 regarding administration and enforcement of parking violations and citations.

BACKGROUND:

Assembly Bill 408 (Stats. 1992, ch. 1244), effective January 1, 1993, revised and recast the procedures for processing and adjudicating parking law violations as administrative offenses subject to a civil penalty. The bill required courts to transfer the processing of parking offenses to issuing agencies no later than January 1, 1994. Consequently, parking violations that cannot be cited as infractions have been removed from the Superior Courts' Uniform Bail and Penalty Schedules.

The City of Winters Municipal Code addressing the administration of parking violations was last updated in approximately 1995 and still references the "municipal superior courts...bail schedule" in establishing fines. Staff is recommending updating the Winters Municipal Code to reflect current law in establishing the fines for violating parking statutes by Council Resolution as outlined in California Vehicle Code §40200 through §40230.

Additionally, California Vehicle Code §40215(c)(3) states, in part, "The administrative hearing shall be conducted in accordance with written procedures established by the issuing agency and approved by the governing body or chief executive officer of the issuing agency." Current Winters Municipal Code places the responsibility on the City Council to appoint hearing officers for the administrative review of parking citations. This may be cumbersome for the Council to have to appoint hearing officers as needed and/or based on their availability. Given the time constraints on scheduling and responding to administrative reviews, Staff feels the public may be better served, and the Council left less encumbered, if this authority was redistributed to the Chief of Police.

Staff is also recommending repealing §10.24.200 reference the City of Winters Parking Administrative Adjudication Process Manual, which was drafted in 1995. Winters Police Department Policy 516.7 "Notice of Parking Violation Appeal Procedure" (drafted and updated by Lexipol) accurately reflects California Vehicle Code §40215 et seq. in outlining the procedures in the administrative review of parking violations making the Manual redundant and unnecessary (refer to Exhibit A).

FISCAL IMPACT:

Undetermined increase in revenues from parking citation fines.

Exhibit A
Winters Police Department
Policy Manual

516.7 NOTICE OF PARKING VIOLATION APPEAL PROCEDURE

Disposition of notice of parking violation appeals is conducted pursuant to Vehicle Code § 40215.

516.7.1 APPEAL STAGES

Appeals may be pursued sequentially at three different levels:

(a) Administrative reviews are conducted by the Traffic Bureau who will review written/documentary data. Requests for administrative reviews are available at the front desk or Traffic Bureau of the Winters Police Department. These requests are informal written statements outlining why the notice of parking violation should be dismissed. Copies of documentation relating to the notice of parking violation and the request for dismissal must be mailed to the current mailing address of the processing agency.

(b) If the appellant wishes to pursue the matter beyond administrative review, an administrative hearing may be conducted in person or by written application, at the election of the appellant. Independent referees review the existent administrative file, amendments, and/or testimonial material provided by the appellant and may conduct further investigation or follow-up on their own.

(c) If the appellant wishes to pursue the matter beyond an administrative hearing, a Superior Court review may be presented in person by the appellant after an application for review and designated filing fees have been paid to The Superior Court of California.

516.7.2 TIME REQUIREMENTS

Administrative review or appearance before a hearing examiner will not be provided if the mandated time limits are not adhered to by the violator.

(a) Requests for an administrative review must be postmarked within 21 calendar days of issuance of the notice of parking violation, or within 14 calendar days of the mailing of the Notice of Delinquent Parking (Violation Vehicle Code § 40215(a)).

(b) Requests for administrative hearings must be made no later than 21 calendar days following the notification mailing of the results of the administrative review (Vehicle Code § 40215(b)).

(c) An administrative hearing shall be held within 90 calendar days following the receipt of a request for an administrative hearing, excluding time tolled pursuant to Vehicle Code §40200 - 40225. The person requesting the hearing may request one continuance, not to exceed 21 calendar days (Vehicle Code § 40215).

(d) Registered owners of vehicles may transfer responsibility for the violation via timely affidavit of non-liability when the vehicle has been transferred, rented or under certain other circumstances (Vehicle Code § 40209 and Vehicle Code § 40210).

516.7.3 COSTS

(a) There is no cost for an administrative review.

(b) Appellants must pay the full amount due for the citation, or provide satisfactory proof of their inability to pay, before receiving an administrative hearing.

(c) An appeal through Superior Court requires prior payment of filing costs including applicable court charges and fees. These costs will be reimbursed to the appellant in addition to any previously paid fines if appellant's liability is overruled by the Superior Court.

ORDINANCE NO. 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING SECTIONS 10.24.160, 10.24.170, 10.24.180, 10.24.200 AND 10.24.210 OF THE WINTERS MUNICIPAL CODE REGARDING ADMINISTRATION AND ENFORCEMENT OF PARKING VIOLATIONS AND CITATIONS

WHEREAS, the City Council, by Ordinance No. 95-01, added former Chapter 7 to the Winters Municipal Code to establish the process to adjudicate parking violations; and

WHEREAS, the provisions of former Chapter 7 were renumbered and added as Article 3 to Chapter 10.24 of the Winters Municipal Code, governing the administration and enforcement of parking violations; and

WHEREAS, the existing provisions of the municipal code regarding parking violations follow the former bail schedule used by Yolo County Superior Court, which is now outdated; and

WHEREAS, the existing provisions of the municipal code places the responsibility on the City Council to appoint hearing officers for the administrative review of parking citations, and given the time constraints placed on hearing and responding to administrative reviews, the public may be better served, and the Council left less encumbered, if this authority was redistributed to the Chief of Police; and

WHEREAS, the existing Winters Police Department Manual, drafted and updated by Lexipol, accurately reflects California Vehicle Code §40215 et seq. in outlining the procedures in the administrative review of parking violations making the a "Adminsartive Adjudication Manual redundant and unnecessary; and

WHEREAS, the City Council therefore desires to amend the municipal code to update the city's parking and traffic violations and to authorize the City Council to adopt a schedule of fines and penalties by resolution.

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

SECTION 1. Amendment. Section 10.24.160 of the Winters Municipal Code is hereby amended to read in full as follows:

10.24.160 Violations unlawful.

It is unlawful to violate any provision of this title. ~~Taking any action mentioned in this title and preceded by the words "no person ... shall," constitute a violation of this title.~~

SECTION 2. Amendment. Section 10.24.170 of the Winters Municipal Code is hereby amended to read in full as follows:

10.24.170 Violations – Penalties, *Generally.*

Except as otherwise provided in Division 17 of the California Vehicle Code entitled

"Offenses and Prosecution" (Cal. Vehicle Code section 40000.1, et seq.), as may be amended from time to time, violations of this title shall constitute an infraction punishable by a fine of up to five hundred dollars (\$500.00) for each offense. The Winters city council shall by resolution set the respective fines for violations of specific sections of this title.

SECTION 3. Amendment. Section 10.24.180 of the Winters Municipal Code is hereby repealed and replaced to read in full as follows:

10.24.180 Parking Violations – Enforcement.

Each police officer or parking enforcement officer in the city shall issue, in writing, a citation for parking violations in the form and subject to the procedure provided for by law and this title. A comprehensive schedule of civil fines and penalties for parking violations and late payment penalties shall be set by resolution of the City Council.

SECTION 4. Amendment. Section 10.24.190 of the Winters Municipal Code is hereby amended to read in full as follows:

10.24.190 Hearing officer.

~~A hearing officer Hearing Officers shall be appointed by the city council from time to time Chief of Police. The hearing officer Hearing officers may be a city employee, but will not be necessarily be a city employee. There will be no compensation for the services volunteered.~~ non-city employees appointed as hearing officers will serve in a voluntary capacity without compensation.

SECTION 5. Amendment. Section 10.24.200 of the Winters Municipal Code, entitled "Administrative adjudication manual," is hereby repealed. :

SECTION 6. Amendment. Section 10.24.210 of the Winters Municipal Code, entitled "Bail schedule," is hereby repealed.

SECTION 7. Severability. If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

SECTION 8. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City.

INTRODUCED on the _____ day of _____, 2018, and **PASSED AND ADOPTED** by the City Council of the City of Winters on this _____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:
ABSENT:

Bill Biasi
Mayor of the City of Winters

ATTEST:

Tracy Jensen, City Clerk