



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, May 6, 2008
7:30 p.m.



AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

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 a Regular City Council Meeting of the Winters City Council held on April 15, 2008; Minutes of a Special City Council Meeting of the Winters City Council held on April 29, 2008 (pp 1-5)
- B. Resolution 2008-18, A Resolution of the City Council of the City of Winters, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City Wide Maintenance Assessment District, Fiscal Year 2008/2009 (pp 6-62)
- C. Authorization to amend the Professional Services Contract with ZSI Incorporated in the amount of \$23,860 for design of renovation plans for the East Street Sewer Pump Station Motor Control Centers (pp 63-65)
- D. Approval of Contract with Foresight Consulting for the Preparation of a Water and Sewer Rate Analysis (pp 66-83)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Joint City Council/ Community Development Agency Public Hearing and Adoption of Resolution 2008-12, A Resolution of the City Council of the City of Winters Making Certain Findings Pursuant to California Health and Safety Code Section 33445 and Resolution 2008-13, A Resolution of the Winters Community Development Agency Making Findings Pursuant to California Health and Safety Code Section 33445 and Authorizing Certain Other Related Matters Regarding the Use of Tax Allocation Bond Funding for Construction of the Public Safety Facility (Joint Police/Fire Station) (pp 84-92)
- 2. Conduct a Public Hearing and Introduce Ordinance 2007-04, an Ordinance of the City of Winters amending Chapter 10.16 of the Municipal Code Pertaining to Stopping, Standing, and Parking (pp 93-98)
- 3. Resolution 2008-17, A Resolution of the City Council of the City of Winters Amending the City of Winters 2007-2008 Adopted Operating Budget (pp 99-100)
- 4. Solar Power Purchase Agreement (pp 101-140)
- 5. Budget Workshop – Schedule (pp 141)

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

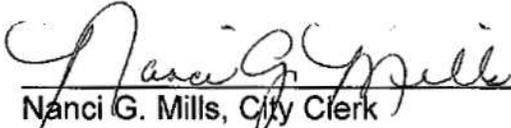
INFORMATION ONLY

EXECUTIVE SESSION

Meeting with City Manager to Discuss City Manager Evaluation
Pursuant to Section 54957 of the Government Code

ADJOURNMENT:

I declare under penalty of perjury that the foregoing agenda for the May 6, 2008, regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on April 30, 2008, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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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.

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Wednesday at 10:00 a.m.

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



**Minutes of the Winters City Council Meeting
Held on Tuesday, April 15, 2008**

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

Those present were: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone and Mayor Woody Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Management Analyst Dawn Van Dyke, Planning Manager Kate Kelly, Executive Assistant Mary Jo Rodolfa and City Clerk Nanci Mills.

Pledge of Allegiance

Approval of Agenda: City Manager Donlevy requested the following changes to the agenda:

Remove Consent Item D, Resolution 2008-17, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City Wide Maintenance Assessment District, Fiscal Year 2008/2009

Move Consent Item E, Resolution 2008-03 to Determine the need for Local Amendments to the California Building Standards Code and Conduct a Public Hearing, to new Discussion Item #1;

Move Consent Item F, Appointment of Community Members to the Hispanic Advisory Committee, to new Discussion Item #3;

Original Discussion Item #1, Public Hearing and Introduction of Ordinance 2007-04 amending Chapter 10.16 of the Municipal Code pertaining to Stopping, Standing, and Parking, is being continued to the May 6th City Council meeting.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council held on April 1, 2008

- B. Proclamation of the City Council of the City of Winters Recognizing National Public Safety Telecommunications Week, April 14 – 19, 2008
- C. Resolution 2008-16, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City of Winters City-Wide Assessment District, Fiscal Year 2008-2009
- D. Resolution 2008-17, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City Wide Maintenance Assessment District, Fiscal Year 2008/2009 **(Removed from Agenda)**
- E. Resolution 2008-03, A Resolution Determining the Need for Local Amendments to the California Building Standards Code, and Conduct Public Hearing **(Moved to Discussion Item #1)**
- F. Appointment of Community Members to the Hispanic Advisory Committee **(Moved to Discussion Item #3)**
- G. Kelly Group – Contract Extension
- H. Resolution 2008-15, Authorizing staff to proceed to RFP for slurry seal maintenance on selected streets, and approval of the project and budget for implementation of Prop 1B funding in the amount of \$400,000
- I. Resolution 2008-07, Establishing Building Permit, Planning, Public Works/Engineering and Fire Fees

City Manager Donlevy gave an overview. Council Member Martin made a motion to approve the consent calendar with the noted changes. Seconded by Council Member Stone. Motion carried unanimously.

PRESENTATIONS

Mayor Fridae presented Proclamations honoring Hispanic Advisory Committee members Humberto Izquierdo and Leticia Quirarte and thanked them for their service on the committee.

DISCUSSION ITEMS

- 1. **Resolution 2008-03, A Resolution Determining the Need for Local Amendments to the California Building Standards Code, and Conduct Public Hearing (Moved from Consent Item E)**

City Manager Donlevy gave an overview. Mayor Fridae opened the public hearing at 8:00 p.m. and closed the public hearing at 8:00 p.m. with no public comments.

Council Member Martin made a motion to approve Resolution 2008-03, a Resolution determining the need for local amendments to the California Building Standards Code. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call vote:

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

2. Public Hearing to Consider Objections from Property Owners Regarding Weed Abatement

Mayor Fridae opened the public hearing at 7:55 p.m. and closed the public hearing at 7:55 p.m. with no public comments.

3. Appointment of Community Members to the Hispanic Advisory Committee

The interview committee consisting of Woody Fridae and Cecilia Aguiar-Curry were pleased to announce the selection of the following community members to the Hispanic Advisory Committee: Hector Carrillo, Karla Knabke, Crescencio Mejia, Leticia Quirarte, Alfonso Salas, Laura Salas, and Miguel Vazquez.

COMMUNITY DEVELOPMENT AGENCY

1. Expanded Scope of Work, Project Cost and Phasing for Downtown Streetscape Improvement Project – Phases 1 and 2

Agency Director Martin opened the CDA at 8:02 p.m. Agency Members Anderson and Fridae recused themselves due to a possible conflict of interest.

Economic Development Director/Asst. Executive Director-CDA Cas Ellena gave an overview and gave a brief powerpoint presentation of the project. Agency Member Stone made a motion to approve the expanded scope of work, project costs, and Phases 1 and 2 of the Downtown Streetscape Improvement Project. Seconded by Agency Member Aguiar-Curry. Motion carried unanimously, with Agency Members Anderson and Fridae absent.

CITY MANAGER REPORT: None

COUNCIL/STAFF COMMENTS:

Council Member Martin stated he and Council Member Anderson were to accompany the Youth Council to the State Capitol tomorrow, April 16. They were also planning on meeting with Lois Wolk for Legislative Action Days.

Council Member Aguiar-Curry encouraged the Council to get a letter out to Congressman Mike Thompson's office, recommending the City participate or be involved in the marketing of Lake Berryessa, as the Bureau of Reclamation considers Winters to be the Eastern entrance to the Lake, or the "Gateway to Lake Berryessa." It is possible that the Bureau of Reclamation might consider Winters as their Lake Berryessa Headquarters, which would be easily accessible to the Sacramento Valley. The potential for a visitors center on Grant Avenue also exists.

Council Member Stone reminded everyone of the upcoming Youth Day on Saturday, April 26th and confirmed the Youth Council luncheon scheduled for Wednesday, April 23.

Mayor Fridae reminded everyone of the upcoming E.A.R.T.H. (Energy, Agriculture, Recycling and Conservation, Transportation Alternatives, and Habitat) Festival to be held on Saturday, May 17.

INFORMATION ONLY

1. January 2008 Treasurer Report
2. January 2008 Investment Report

EXECUTIVE SESSION: None

ADJOURNMENT

The meeting was adjourned by Agency Director Martin at 8:30 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



Minutes of the Winters City Council Special Meeting
Held on Tuesday, April 29, 2008

Mayor Pro Tem Martin called the meeting to order at 6:10 p.m.

Those present were Council Members Cecilia Aguiar-Curry, Harold Anderson, Tom Stone, Mayor Pro Tem Michael Martin and Mayor Woody Fridae. Also present were City Manager John Donlevy, City Engineer Nick Ponticello, Contract Planner Heidi Tschudin, City Attorney John Wallace and City Clerk Nanci Mills.

DISCUSSION ITEMS

1. Approval to Release Negative Declaration for the Revised Storm Drainage Master Plan Update Project

City Manager Donlevy gave an overview. Contract Planner Tschudin summarized the project, and reviewed the Proposed Alternative General Plan Policies contained on page 4 of the staff report. City Engineer Ponticello addressed the Draft Flood Area Storm Drainage Development Impact Fee Nexus Study.

City Manager Donlevy made a suggestion to replace "affordable housing shall have priority over market-rate housing" with "residential projects which advance the City's goals and policies for affordable housing shall have priority."

Council Member Stone made a motion to approve staff recommendation to authorize amendment of the project description to incorporate proposed revised General Plan policies, direct staff to circulate the Negative Declaration contained in the agenda packet for public review and comment, and direct staff to schedule the project for review by the Planning Commission and bring forth a recommendation to Council. The motion also contained City Manager Donlevy's correction regarding affordable housing contained in Policy I.A.14 of the Proposed Alternative General Plan Policies. Seconded by Council Member Aguiar-Curry. Motion carried unanimously, with Mayor Fridae abstaining.

Mayor Pro Tem Martin adjourned the meeting at 7:15 p.m.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : May 6, 2008

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

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

SUBJECT: Resolution 2008-18, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City Wide Maintenance Assessment District, Fiscal Year 2008/2009

RECOMMENDATION: Staff recommends the City Council adopt the attached Resolution, preliminarily approving the Engineer's Annual Levy Report, and declaring its' intention to levy and collect annual assessments and providing Notice of Hearings thereof for the City of Winters City-Wide Maintenance Assessment District.

BACKGROUND : The assessments from the City's landscape maintenance district are used to maintain the City's parks, landscape areas, and electricity for street lighting . The District's assessments must, by Code, and pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), be established every year. The first step is to adopt a resolution initiating the assessment proceedings and to designate the engineer of work and order the preparation of the Engineer's Report. This is the same procedure that has been followed for all previous years. The City has retained MuniFinancial as the Engineer of Work to prepare the fiscal Year 2008/2009 City of Winters Engineers Report and file it with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act. Staff will be submitting to the City Council the necessary maps, reports and resolutions so that the assessments can be adopted prior to the last day to file with the County.

ALTERNATIVES : None

FISCAL IMPACT: None

RESOLUTION NO. 2008-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS AND PROVIDING NOTICE OF HEARINGS THEREOF FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, FISCAL YEAR 2008/2009

The City Council of the City of Winters, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") and by previous Resolution, initiated proceedings for the "City of Winters City-Wide Maintenance Assessment District" (hereafter referred to as the "District") for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping and lighting and all appurtenant facilities related thereto; and,

WHEREAS, the City Council has, by previous Resolution ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the District and assessment for Fiscal Year 2008/2009, pursuant to *Chapter 1, Section 22565* of the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk said Report in connection with the District and the levy of assessments for Fiscal Year 2008/2009 (Beginning July 1, 2008 and ending June 30, 2009) in accordance with *Chapter 3, Section 22623* of the Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act, the City Council may approve the report, as filed, or may it may modify the report in any particular and approve it as modified.

RESOLUTION NO. 2008-18

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

- a. A Description of Improvements.
- b. A Description of the District.
- c. The proposed Annual Budget for the fiscal year (Costs and Expenses).
- d. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- e. The District Roll containing the Levy for each Assessor Parcel Number within the District proposed for Fiscal Year 2008/2009.

Section 3: The District, the proposed improvements, each and all of the budget items and documents, and the proposed assessments as outlined in the Report have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, and are in compliance with the Act and the provisions of California Constitution Article XIID.

Section 4: The Report is hereby approved on a preliminary basis, as presented or modified, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 6: The City Council hereby declares its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs associated with the operation, maintenance and servicing of the landscaping improvements related thereto, for Fiscal Year 2008/2009.

Section 7: The improvements within the District include: the maintenance and operation of and the furnishing of services and materials for landscaping improvements, irrigation and drainage systems, street lighting and associated appurtenances. The Report as previously approved and on file with the City Clerk, provides a full and complete description of all improvements and any or all substantial changes to the improvements within the District.

RESOLUTION NO. 2008-18

Section 8: The boundaries of the District are described in the Engineer's Report on file with the City Clerk, and are defined as the boundaries described in the formation documents of the District, generally: All lots or parcels in the City of Winters, the boundaries of the District are coterminous with the City Limits; within the County of Yolo, State of California. The existing District does not contain any zones and is designated as the "City of Winters City-Wide Maintenance Assessment District."

Section 9: The proposed assessment for Fiscal Year 2008/2009 does not exceed the maximum assessment previously approved, and the assessments are outlined in the Engineer's Report, which details any changes or increases in the annual assessments.

Section 10: The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments for the District. The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution once in the Local Newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices in accordance with *Chapter 3, Section 22626* of the Act.

Section 11: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 03, 2008 at 7:30 p.m.**, or as soon thereafter as feasible in the City Council Chambers, City Hall, located at 318 First Street, Winters, California.

RESOLUTION NO. 2008-18

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS ___6th___ DAY OF ___May___, 2008.

I, Nanci G. Mills, City Clerk of the City of Winters, County of Yolo, State of California do hereby certify that the foregoing Resolution No. __2008-18__ was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the ___6th___ day of ___May___, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Woodie Fridae, Mayor
City of Winters

Nanci G. Mills, City Clerk
City of Winters

**CITY OF WINTERS
ENGINEER'S ANNUAL LEVY REPORT
CITY-WIDE
MAINTENANCE ASSESSMENT DISTRICT**

Fiscal Year 2008/2009



**INTENT MEETING: May 6, 2008
PUBLIC HEARING: June 3, 2008**



Corporate Office:	Office Locations:	
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ENGINEER'S REPORT AFFIDAVIT
*City of Winters Maintenance District formed pursuant to the
Landscaping and Lighting Act of 1972*

City of Winters
Yolo County, State of California

This Report contains the complete Engineer's Annual Levy Report for the City of Winters Maintenance District including the boundaries, improvements, budgets and assessments to be levied for Fiscal Year 2008/2009, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Yolo County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2008.

MuniFinancial
Assessment Engineer

By: _____

Richard Kopecky
R. C. E. # 16742

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I. OVERVIEW

A. Introduction

The City of Winters ("City") annually levies and collects special assessments in order to maintain the improvements within the City of Winters City-Wide Maintenance Assessment District ("District"). The District was formed in 1993 and is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* ("1972 Act"). The boundary of the District is coterminous with the City limits.

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2007/2008. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Yolo Assessor's Office. The County of Yolo Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to *Chapter 3, beginning with Section 22620* of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will by resolution: order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1, beginning with Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2007/2008.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method

of apportionment and assessment rate contained in this Report as approved by the City Council.

B. Applicable Legislation

The District has been formed and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, beginning with Section 22500*. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the California Constitution

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *California Constitution Article XIID ("Article XIID")*, which was added to the California Constitution with the passage of statewide Proposition 218 in 1996.

In compliance with the substantive and procedural requirements of *Article XIID*, the City initiated and conducted a property owner Validation Vote. At the conclusion of the Public Hearing on June 3, 1997, all property owner ballots returned were opened and tabulated and confirmed in resolution 97-24. The maximum assessment rate of \$82.50 per Equivalent Residential Dwelling Unit and \$26.25 per Non-Residential parcel was approved by the majority of property owners in the District. Any assessment rate levied that is less than the maximum assessment rate is considered an exempt assessment pursuant to *Article XIID Section 5(b)*. The proposed assessment for any fiscal year may be increased over the previous fiscal year provided the assessment rate does not exceed the maximum assessment rate of \$82.50 per Equivalent Residential Dwelling Unit and \$26.25 per Non-Residential parcel. Any proposed new or increased assessment that exceeds the current maximum assessment shall comply with all provisions of *Article XIID Section 4* including a property owner protest proceeding (property owner assessment balloting).

Provisions of the 1972 Act (Improvements and Services)

As generally defined, the improvements and the associated assessments for any District formed pursuant to the 1972 Act may include one or any combination of the following:

- 1) The installation or planting of landscaping.
- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or

construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- 5) The installation of park or recreational improvements including, but not limited to the following:
 - a) Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - b) Lights, playground equipment, play courts and public restrooms.
- 6) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
 - a) Repair, removal, or replacement of all or any part of any improvements;
 - b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - c) Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
 - d) The removal of trimmings, rubbish, debris, and other solid waste;
 - e) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
 - f) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
 - g) Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
- 7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.
- 8) Incidental expenses associated with the improvements including, but not limited to:
 - a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - b) The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - c) Compensation payable to the County for collection of assessments;
 - d) Compensation of any engineer or attorney employed to render services;
 - e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - f) Costs associated with any elections held for the approval of a new or increased assessment.

II. DESCRIPTION OF THE DISTRICT & IMPROVEMENTS

The location, boundaries and specific improvements provided within the District are described in this section. The determination and calculation of special benefit is discussed in the Method of Apportionment and the corresponding expenses, revenues and assessments are summarized in the District Budget.

A. The District

The boundary of the District is coterminous with the City limits. The City is located in the southwestern corner of Yolo County. The southern boundary of the City is Putah Creek. The City is bordered to the west by Dry Creek and a view of the Vaca Mountain Range. The eastern limit is Highway 505 while the northern boundary runs to vast tracts of farmland. The City is approximately 10 miles west of the City of Davis and 10 miles north of the City of Vacaville. Winters' urban limit line contains approximately 1,980 acres. Of which, 1,277 are currently within the incorporated limits.

The principle highways near the City are Interstate 505 and State Highway 128. I-505 forms the eastern boundary of the City limits and connects to Interstate 80 ten miles to the south and Interstate 5 twenty-three miles to the north. State Highway 128 passes directly through the City and is a major access route from Sacramento and Davis to Lake Berryessa and the Napa Valley.

B. The Improvements

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments may fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District are spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

The following is a brief description of the improvements to be maintained and operated:

1. City Park, Rotary Park, Valley Oak Park, Blue Oak Park (formerly Putah Creek Hamlet Park), Winters Highlands Park (upon dedication and construction), and the grounds of City Hall and the Community Center: includes maintenance of sidewalks, curb and gutter, walkways, trees, shrubs, groundcover, grass, irrigation system, park lighting, play equipment and structures, ball fields, fencing, restrooms, drinking fountains, benches, tables, drainage facilities, slopes, signs, parking lot and street frontage improvements, and other related improvements and facilities.

2. Street Lighting: street, park and trail lighting within the entire District.
3. Median Island Landscaping: public landscaping and irrigation improvements in the median islands within the District.
4. Curbside Landscaping: public landscaping and fencing, behind the curb on collector and arterial streets, where the street is not fronted by a residence or business.

III. METHOD OF APPORTIONMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the *Article XIID Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. Benefit Analysis

Each of the improvements and the associated costs have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.

- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the District by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

The assessments have been apportioned proportionate to the benefit received. Although the District contains a mixture of residential and non-residential uses, it is the belief of the City that residential properties benefit from all of the maintained improvements and commercial and other non-residential properties receive only benefits from street lighting. The improvements maintained serve to increase the quality of life in the community and therefore all residents benefit, without regard to lot size, occupancy, etc. The assessments are therefore apportioned equally to all residential dwelling units within the City. Commercial and other non-residential properties have been assessed an equivalent share of the cost of energy and maintenance of the street lighting system.

Properties owned by other agencies and City-owned lands were reviewed to establish benefit. The Winters Unified School District receives a proportional benefit and has entered into a Joint Use Facilities Agreement with the City, which offsets the benefits received by the School District through the equitable use of School facilities. Therefore the School District properties have been assigned a zero assessment.

In prior years there was an added assessment for bank stabilization for those parcels that receive direct benefit from the repair of said creek banks. Unused money for bank stabilization is held in reserve and there are no new or additional assessments for bank stabilization.

There has been a provision made by the City Council to allow for reimbursement of the assessment. This reimbursement is to be made to all property owners who can prove that they have paid the assessment and can show a household income that falls below the City Council approved minimums. It is estimated that approximately 5% of the assessed residential property owners would qualify for this reimbursement. Consequently, some refunds will be made that will result in a net reduction of revenues.

C. Assessment Methodology

Equivalent Benefit Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Benefit Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Benefit Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is typically converted to EBU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

For the purposes of relating a single-family unit to other residential properties within the District, all residential units were considered as equivalent, i.e. single-family residences are equivalent to apartment units and other multi-family dwelling units. Commercial and other non-residential properties have been assessed per parcel.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EBU (Assessment Rate) is the result of dividing the total Balance to Levy by the total District EBU. This Assessment Rate multiplied by each parcel's individual EBU determines each parcel's levy amount.

Street Lighting & Administration

$$\text{Street Lighting \& Administration Costs} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel's EBU} = \text{Parcel's Levy Amount-Lighting \& Administration}$$

Other Budget Items

Remaining Costs / Residential EBU = Levy per Residential EBU

Levy per Residential EBU x Residential Parcel's EBU = Parcel's Levy Amount-Other

A parcel's total levy amount is calculated by adding together the *Parcel's Levy Amount - Lighting and Administration* and the *Parcel's Levy Amount-Other*.

IV. DISTRICT BUDGET

A. Description of Budget Items

The following describes the services and costs that are funded through the District, shown in the District Budget, Section IV B.

DIRECT COSTS:

Park Maintenance — Includes general operation, maintenance, water, electrical costs, repairs, removals and replacements, spraying, trimming and treatments, debris and other related expenses.

Street Lighting — Includes all costs for removal, replace and/or repair of street/trail lights and appurtenant facilities, power and related costs, pole painting and other related expenses.

Median Island Landscape Maintenance — Includes maintenance, replacements, repairs of irrigation and landscaping, power costs, median curb repairs, trimming, spraying, treatments and other related expenses.

Curbside Landscape Maintenance — Includes maintenance, replacements, repairs of irrigation and landscaping, power costs, sidewalk replacement, trimming, spraying, treatments and other related expenses.

ADMINISTRATION COSTS:

District Administration — The cost to all particular departments and staff of the City for providing the coordination of District maintenance, operations and services of the District, response to public concerns and education, and procedures associated with the levy and collection of assessments. Also, the costs of contracting with professionals to provide any additional administrative, legal, or engineering services specific to the District.

County Administration Fee — The costs to the District for the County to collect assessments on the property tax bills.

LEVY BREAKDOWN:

Reserve Collection/(Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or

February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Capital Improvement Fund Collection/(Transfer) — The 1972 Act pursuant to *Chapter 5, beginning with Section 22660*, provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

Although the Budget shown in this Report contains CIF line items, a Capital Improvement Plan has not been established for this District.

Contribution Replenishment — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/(Transfer) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional monies being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures, and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount still outstanding.

A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advanced funds to the District as a temporary loan to meet the proposed expenditures. Generally, all available Reserve Funds must be exhausted before a temporary loan is advanced to the District and any funds temporarily loaned in excess of the available Reserve Funds will be reflected as a negative Ending Reserve Fund Balance. This negative Reserve Fund Balance will be repaid and replenished through future assessment revenues.

Other Revenue Source/General Fund Contribution — This item includes additional funds designated for the District that are not annual assessments. These funds are added to the District account to reduce assessments, and may be from non-District or District sources including City General Fund Contributions and/or interest earnings. Any funds indicated on this line will be shown as a negative number indicating a reduction in the amount to be levied and represent funds that do not have to be repaid.

Balance to Levy — This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total Direct and Administration Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Source, and the Contribution Replenishment. Only those costs related to the improvements identified as special benefits are levied and collected on the tax roll.

B. District Budget

Fiscal Year 2008/2009 District Budget

City of Winters	
City-Wide Maintenance Assessment District	
	2008/09 Budget
Levy Components	Total Budget
DIRECT COSTS	
Park Maintenance	\$219,335.00
Street Lighting	75,000.00
Riparian Area Maintenance	0.00
Median Island Landscape Maintenance	800.00
Curbside Landscape Maintenance	1,000.00
Bank Stabilization	0.00
TOTAL DIRECT	\$296,135.00
ADMINISTRATION COSTS	
District Administration	\$20,700.00
County Administration Fee	2,000.00
TOTAL ADMIN	\$22,700.00
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	\$318,835.00
Reserve Collection	0.00
Capital Improvement Fund Collection/(Transfer)	0.00
Contribution Replenishment	0.00
General Fund (Contributions)	0.00
TOTAL ADJUSTMENTS	(\$129,722.50)
Balance to Levy (Budgeted)	\$189,112.50
Total Revenue at Maximum Rate	\$189,112.50
Variance above/(below) Maximum Revenue	\$0.00
Levy at Applied Rate	\$189,112.50
Applied Charge	189,112.50
	0.00
DISTRICT STATISTICS	
Total Parcels	2,093
Total Residential Parcels Levied	1,895
Total Non-Residential Parcels Levied	136
Total Parcels Levied	2,030
Total Equivalent Residential Benefit Units	2,249
Total Equivalent Non-Residential Benefit Units	136
Applied Residential Levy per Benefit Unit	\$82.50
Applied Non-Residential Levy per Benefit Unit	\$26.25
Maximum Levy per Residential Benefit Unit (Current Year)	\$82.50
Maximum Levy per Non-Residential Benefit Unit (Current Year)	\$26.25
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	\$0.00
Reserve Fund Adjustments	0.00
Anticipated Reserve Balance	\$0.00

APPENDIX A - DISTRICT BOUNDARY MAPS

The boundary map for the District has been previously approved and submitted to the City in the format required by the 1972 Act. The map is on file in the Office of the City Clerk and by reference made part of this Report.

The boundary for the District is contiguous with the boundary of the City and defined as the corresponding parcels identified on the Yolo County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Yolo County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

APPENDIX B — 2008/2009 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Yolo County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that can not be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

City of Winters
 City-Wide Maintenance Assessment District
 Fiscal Year 2008/09 Applied Roll



APN	Situs Address		Charge
003-120-03-1	511	MAIN ST	28.25
003-120-04-1		GRANT AVE	82.50
003-130-03-1	600-602	4TH ST	165.00
003-130-09-1	410	GRANT AVE	247.50
003-130-10-1	415	BAKER ST	165.00
003-130-12-1	407	EDWARDS ST	82.50
003-130-13-1	408	GRANT AVE	82.50
003-130-14-1	406	GRANT AVE	82.50
003-130-15-1	404	GRANT AVE	82.50
003-130-16-1	402	GRANT AVE	82.50
003-130-17-1	616	4TH ST	82.50
003-130-18-1	614	4TH ST	82.50
003-130-19-1	403	BAKER ST	82.50
003-130-20-1	405	BAKER ST	82.50
003-130-21-1	407	BAKER ST	82.50
003-130-22-1	409	BAKER ST	82.50
003-130-23-1	411	BAKER ST	82.50
003-130-24-1	413	BAKER ST	82.50
003-130-25-1	414	BAKER ST	82.50
003-130-26-1	412	BAKER ST	82.50
003-130-27-1	410	BAKER ST	82.50
003-130-28-1	408	BAKER ST	82.50
003-130-29-1	409	EDWARDS ST	82.50
003-130-30-1	411	EDWARDS ST	82.50
003-130-31-1	413	EDWARDS ST	82.50
003-130-32-1	415	EDWARDS ST	82.50
003-130-33-1	508	4TH ST	82.50
003-130-34-1	403	EDWARDS ST	82.50
003-130-35-1	518	4TH ST	82.50
003-130-36-1	406	BAKER ST	82.50
003-141-02-1	316	GRANT AVE	165.00
003-141-03-1	314	GRANT AVE	82.50
003-141-04-1	310	GRANT AVE	82.50
003-141-06-1	302	GRANT AVE	82.50
003-141-07-1	301	BAKER ST/604 3RD ST	165.00
003-141-08-1	303	BAKER ST A & B	165.00
003-141-09-1	307	BAKER ST	165.00
003-141-10-1	309	BAKER ST	82.50
003-141-12-1	304	GRANT AVE	82.50
003-141-13-1	308	GRANT AVE	82.50
003-141-14-1	611	4TH ST	82.50
003-141-15-1	607	4TH ST	82.50
003-141-16-1	311	BAKER ST	82.50
003-141-17-1	313	BAKER ST	82.50
003-142-02-1	318	BAKER ST	82.50
003-142-03-1	310	BAKER ST	82.50
003-142-05-1	304	BAKER ST	82.50
003-142-06-1	510	3RD ST	82.50
003-142-08-1	305	EDWARDS ST	82.50
003-142-09-1	307	EDWARDS ST	82.50
003-142-10-1	309	EDWARDS ST	82.50
003-142-11-1	311	EDWARDS ST	82.50
003-142-13-1	303	EDWARDS ST	165.00
003-142-14-1	502	3RD ST	165.00

APN		Situs Address	Charge
003-142-15-1	308	BAKER ST	82.50
003-142-16-1	306	BAKER ST	82.50
003-142-17-1	315	EDWARDS ST	26.25
003-143-01-1	315	ABBAY ST	82.50
003-143-02-1	415	4TH ST/312 EDWARDS	247.50
003-143-03-1	310	EDWARDS ST	82.50
003-143-04-1	308	EDWARDS ST	82.50
003-143-05-1	306	EDWARDS ST	82.50
003-143-06-1	304	EDWARDS ST	82.50
003-143-08-1	408	3RD ST	82.50
003-143-09-1	400	3RD ST	82.50
003-143-11-1	309	ABBAY ST	82.50
003-143-12-1	311	ABBAY ST	82.50
003-143-13-1	313	ABBAY ST	82.50
003-143-14-1	418	3RD ST	82.50
003-143-15-1	410	3RD ST	82.50
003-143-16-1	307	ABBAY ST	82.50
003-143-17-1	305	ABBAY ST	82.50
003-144-01-1	215	BAKER ST	82.50
003-144-03-1	210	GRANT AVE	82.50
003-144-04-1	208	GRANT AVE	990.00
003-144-05-1	610	2ND ST	82.50
003-144-07-1	203	BAKER ST	82.50
003-144-08-1	205	BAKER ST	82.50
003-144-11-1	212	GRANT AVE	82.50
003-144-12-1	214	GRANT AVE	82.50
003-144-13-1	209	BAKER ST	82.50
003-144-15-1	600	2ND ST	165.00
003-146-01-1	215	ABBAY ST	82.50
003-146-02-1	218	EDWARDS ST	82.50
003-146-03-1	216	EDWARDS ST	82.50
003-146-04-1	214	EDWARDS ST	82.50
003-146-05-1	212	EDWARDS ST	82.50
003-146-07-1	204	EDWARDS ST A & B	165.00
003-146-11-1	207	ABBAY ST	82.50
003-146-12-1	209	ABBAY ST	82.50
003-146-13-1	211	ABBAY ST	82.50
003-146-14-1	210	EDWARDS ST	165.00
003-146-15-1	206	EDWARDS ST	82.50
003-146-17-1	205	ABBAY ST	82.50
003-146-18-1	416-18	2ND ST	165.00
003-146-19-1	201	ABBAY ST	82.50
003-146-20-1	203	ABBAY ST	82.50
003-151-01-1	617	1ST ST	82.50
003-151-02-1	14	GRANT AVE	82.50
003-151-03-1	12	GRANT AVE	82.50
003-151-04-1	8	GRANT AVE	26.25
003-151-08-1	611	1ST ST	82.50
003-151-13-1	601	1ST ST	82.50
003-151-14-1	605	1ST ST	82.50
003-151-21-1	11	BAKER ST	990.00
003-151-26-1	2	GRANT AVE	26.25
003-151-28-1	600-604	RAILROAD AVE	26.25
003-151-29-1	606	RAILROAD AVE	26.25
003-152-01-1		GRANT AVE	82.50
003-152-02-1	108	GRANT AVE	825.00
003-152-03-1	104	GRANT AVE	82.50
003-152-04-1	618	1ST ST	82.50
003-152-05-1	612	1ST ST	82.50
003-152-06-1	600	1ST ST	82.50
003-152-07-1	105	BAKER ST	82.50

APN		Situs Address	Charge
003-152-08-1	109	BAKER ST	82.50
003-152-09-1	111	BAKER ST	82.50
003-152-10-1	113	BAKER ST	82.50
003-152-11-1	115	BAKER ST	82.50
003-152-12-1	117	BAKER ST	165.00
003-152-13-1	807	2ND ST	82.50
003-152-14-1	611	2ND ST	82.50
003-153-01-1	16	BAKER ST	82.50
003-153-04-1	10	BAKER ST	26.25
003-153-05-1	8	BAKER ST	82.50
003-153-06-1	510	RAILROAD AVE	26.25
003-153-07-1	504	RAILROAD AVE	26.25
003-153-08-1	3-5	EDWARDS ST	26.25
003-153-09-1	7	EDWARDS ST	26.25
003-153-10-1	9	EDWARDS ST	82.50
003-153-11-1	15	EDWARDS ST	82.50
003-153-15-1	511	1ST ST	82.50
003-153-17-1	12	BAKER ST	82.50
003-153-18-1	14	BAKER ST	82.50
003-154-01-1	517	2ND ST	82.50
003-154-02-1	114	BAKER ST	82.50
003-154-03-1	110	BAKER ST	82.50
003-154-08-1	105	EDWARDS ST	82.50
003-154-09-1	107	EDWARDS ST	82.50
003-154-10-1	111	EDWARDS ST	82.50
003-154-13-1	115	EDWARDS ST	82.50
003-154-15-1	515	2ND ST	82.50
003-154-16-1	500	1ST ST	82.50
003-154-17-1	512	1ST ST	26.25
003-155-02-1	12	EDWARDS ST	82.50
003-155-04-1	416	RAILROAD AVE	26.25
003-155-05-1	400	RAILROAD AVE	26.25
003-155-06-1	5	ABBAY ST	26.25
003-155-07-1	11	ABBAY ST	82.50
003-155-08-1	15	ABBAY ST	82.50
003-155-09-1	17	ABBAY ST	26.25
003-155-11-1	415	1ST ST	82.50
003-155-13-1	409	1ST ST	82.50
003-155-14-1	8	EDWARDS ST	82.50
003-155-15-1	4	EDWARDS ST	26.25
003-156-03-1	106	EDWARDS ST	82.50
003-156-04-1	104	EDWARDS ST	82.50
003-156-05-1	418	1ST ST	82.50
003-156-07-1	105	ABBAY ST	82.50
003-156-09-1	119	ABBAY ST	82.50
003-156-10-1	121	ABBAY ST	82.50
003-156-11-1	123	ABBAY ST	82.50
003-156-13-1	417	2ND ST	82.50
003-156-14-1	415	2ND ST	82.50
003-156-15-1	108	EDWARDS ST	165.00
003-156-16-1	110	EDWARDS ST	82.50
003-156-17-1	111	ABBAY ST	82.50
003-156-18-1	115	ABBAY ST	165.00
003-156-19-1	412	1ST ST	82.50
003-156-20-1	408	1ST ST	82.50
003-156-21-1	101	ABBAY ST	82.50
003-160-03-1	11	E BAKER ST	26.25
003-160-04-1	10	E GRANT AVE	82.50
003-160-05-1	12	E GRANT AVE	82.50
003-160-10-1	13	E EDWARDS ST	26.25
003-160-12-1	24	E BAKER ST	82.50

APN		Situs Address	Charge
003-160-13-1	26	E BAKER ST	82.50
003-160-14-1	516	EAST ST	82.50
003-160-16-1	25	E EDWARDS ST	82.50
003-160-20-1	22	E EDWARDS ST	82.50
003-160-21-1	20	E EDWARDS ST	82.50
003-160-22-1	11	E ABBEY ST	26.25
003-160-23-1	10	E EDWARDS ST	26.25
003-160-25-1	8	E EDWARDS ST	26.25
003-160-28-1	512-514	EAST ST	165.00
003-160-29-1	27	E EDWARDS ST	82.50
003-160-32-1	15	E BAKER ST	82.50
003-160-33-1	13	E BAKER ST	26.25
003-160-35-1	25	E BAKER ST	330.00
003-160-36-1	19	E ABBEY ST	82.50
003-160-37-1	21	E ABBEY ST	82.50
003-160-41-1	18	E BAKER ST	82.50
003-160-42-1	21	E EDWARDS ST	82.50
003-160-43-1	20	E BAKER ST	82.50
003-160-44-1	23	E EDWARDS ST	82.50
003-160-47-1	7	E EDWARDS ST	26.25
003-160-48-1	11	E EDWARDS ST	26.25
003-160-53-1	7	E BAKER ST	26.25
003-160-54-1		E BAKER ST	26.25
003-160-55-1		E BAKER ST	26.25
003-160-58-1	29	E ABBEY ST	82.50
003-160-60-1	23	E ABBEY ST	82.50
003-160-61-1	28	E EDWARDS ST	82.50
003-160-62-1	613	RAILROAD AVE	26.25
003-160-63-1	517	RAILROAD AVE	26.25
003-160-64-1			26.25
003-171-01-1	437	ABBEEY ST	165.00
003-171-02-1	438	EDWARDS ST	82.50
003-171-03-1	436	EDWARDS ST	165.00
003-171-04-1	434	EDWARDS ST	82.50
003-171-05-1	432	EDWARDS ST	82.50
003-171-06-1	430	EDWARDS ST	82.50
003-171-09-1	418	HAVEN ST	26.25
003-171-10-1	419	HAVEN ST	165.00
003-171-11-1	421	ABBEEY ST	82.50
003-171-12-1	423	ABBEEY ST	82.50
003-171-14-1	431	ABBEEY ST	82.50
003-171-15-1	433	ABBEEY ST	330.00
003-171-16-1	435	ABBEEY ST	82.50
003-171-17-1	425	ABBEEY ST	82.50
003-171-18-1	427	ABBEEY ST	82.50
003-171-19-1	422	EDWARDS ST	82.50
003-171-20-1	424	EDWARDS ST	82.50
003-171-21-1	428	EDWARDS ST	82.50
003-171-22-1	426	EDWARDS ST	82.50
003-172-01-1	439	MAIN ST	82.50
003-172-05-1	430	ABBEEY ST	82.50
003-172-06-1	428	ABBEEY ST	82.50
003-172-07-1	424	ABBEEY ST	82.50
003-172-08-1	422	ABBEEY ST	165.00
003-172-09-1	318	HAVEN ST	82.50
003-172-12-1	423	MAIN ST	82.50
003-172-13-1	427	MAIN ST	82.50
003-172-14-1	431	MAIN ST	82.50
003-172-15-1	433	MAIN ST	82.50
003-172-16-1	435	MAIN ST	82.50
003-172-17-1	437	MAIN ST	82.50

APN		Situs Address	Charge
003-172-18-1	421	MAIN ST	82.50
003-172-19-1	432	ABBEY ST	82.50
003-172-22-1	434	ABBEY ST	82.50
003-172-23-1		ABBEY ST	82.50
003-173-03-1	400	EDWARDS ST	82.50
003-173-10-1	415	ABBEY ST	82.50
003-173-11-1	411	ABBEY ST	82.50
003-173-12-1	407	ABBEY ST	82.50
003-173-13-1	409	ABBEY ST	82.50
003-173-14-1	413	ABBEY ST	82.50
003-173-15-1	401	ABBEY ST	82.50
003-173-18-1	405	W ABBEY ST	82.50
003-173-19-1	410	EDWARDS ST	82.50
003-173-20-1	414	EDWARDS ST	82.50
003-173-21-1	412	EDWARDS ST	82.50
003-173-22-1	406	EDWARDS ST	82.50
003-173-23-1	403	ABBEY ST	82.50
003-173-24-1	404	EDWARDS ST	82.50
003-173-25-1	417	HAVEN ST	82.50
003-173-26-1	416	EDWARDS ST	82.50
003-175-02-1	410	MAIN ST	82.50
003-175-05-1	200	4TH ST	82.50
003-175-06-1	403	RUSSELL ST	82.50
003-175-07-1	405-407	RUSSELL ST	247.50
003-175-08-1	409-411	RUSSELL ST	247.50
003-175-09-1	406	MAIN ST	82.50
003-175-10-1	408	MAIN ST	82.50
003-175-12-1	412	MAIN ST	165.00
003-175-13-1	413 1/2	RUSSELL ST	82.50
003-175-14-1	413	RUSSELL ST	82.50
003-182-61-1	205	EMERY ST	82.50
003-182-62-1	438	MAIN ST	82.50
003-182-63-1	436	MAIN ST	82.50
003-182-64-1	434	MAIN ST	82.50
003-182-65-1	424	MAIN ST	82.50
003-182-66-1	422	MAIN ST	82.50
003-182-67-1	418	MAIN ST	82.50
003-182-68-1	416	MAIN ST	82.50
003-182-69-1	414	MAIN ST	82.50
003-182-71-1	437	RUSSELL ST	82.50
003-182-72-1	435	RUSSELL ST	82.50
003-182-73-1	433	RUSSELL ST	82.50
003-182-74-1	431	RUSSELL ST	82.50
003-182-76-1	425	RUSSELL ST	82.50
003-182-77-1	423	RUSSELL ST	82.50
003-182-78-1	421	RUSSELL ST	82.50
003-182-79-1	419	RUSSELL ST	82.50
003-182-80-1	417	RUSSELL ST	82.50
003-182-81-1	415	RUSSELL ST	82.50
003-182-82-1	430	MAIN ST	82.50
003-182-83-1	430	MAIN ST	82.50
003-182-84-1	428	MAIN ST	82.50
003-182-85-1	426	MAIN ST	82.50
003-182-88-1	427	RUSSELL ST	82.50
003-182-90-1	429	RUSSELL ST	82.50
003-182-91-1	203	EMERY ST	82.50
003-182-92-1	439	RUSSELL ST	82.50
003-183-16-1	442	RUSSELL ST	82.50
003-183-17-1	444	RUSSELL ST	82.50
003-183-20-1	446	RUSSELL ST	82.50
003-183-22-1	434	RUSSELL ST	82.50

APN		Situs Address	Charge
003-183-23-1	432	RUSSELL ST	82.50
003-183-24-1	430	RUSSELL ST	82.50
003-183-25-1	428	RUSSELL ST	82.50
003-183-26-1	426	RUSSELL ST	82.50
003-183-27-1	424	RUSSELL ST	82.50
003-183-29-1	440	RUSSELL ST	165.00
003-183-32-1	422	RUSSELL ST	247.50
003-183-34-1	420	RUSSELL ST	82.50
003-183-35-1	436	RUSSELL ST	82.50
003-183-36-1	438	RUSSELL ST	82.50
003-183-37-1	206	EMERY ST	82.50
003-183-38-1	204	EMERY ST	82.50
003-183-39-1	202 1/2	EMERY ST	165.00
003-183-40-1	445	RUSSELL ST	82.50
003-183-42-1	416	RUSSELL ST	82.50
003-183-43-1	418	RUSSELL ST	82.50
003-183-44-1	456	RUSSELL ST	82.50
003-183-45-1	454	RUSSELL BLVD	82.50
003-183-47-1	450	RUSSELL ST	82.50
003-183-48-1	447	RUSSELL ST	82.50
003-183-49-1		RUSSELL ST	82.50
003-183-50-1	455	RUSSELL ST	82.50
003-191-01-1	311	MAIN ST	82.50
003-191-05-1	302	ABBNEY ST	26.25
003-191-06-1	301	MAIN ST	26.25
003-191-07-1	303	MAIN ST	26.25
003-191-08-1	305	MAIN ST	82.50
003-191-09-1	307	MAIN ST	82.50
003-191-10-1	309	MAIN ST	82.50
003-191-11-1	310	ABBNEY ST	82.50
003-191-12-1	312	ABBNEY ST	82.50
003-191-13-1	308	ABBNEY ST	82.50
003-191-14-1	306	ABBNEY ST	82.50
003-191-15-1	316	ABBNEY ST	82.50
003-191-16-1	314	ABBNEY ST	82.50
003-192-01-1	201	4TH ST	82.50
003-192-02-1	310	MAIN ST	26.25
003-192-03-1	308	MAIN ST	82.50
003-192-04-1	310	MAIN ST	82.50
003-192-05-1	304	MAIN ST	82.50
003-192-06-1	302	MAIN ST	82.50
003-192-07-1	300	MAIN ST	82.50
003-192-08-1	301	RUSSELL ST	82.50
003-192-09-1	303	RUSSELL ST	82.50
003-192-10-1	305	RUSSELL ST	82.50
003-192-12-1	307	RUSSELL ST	82.50
003-192-13-1	311	RUSSELL ST	82.50
003-193-01-1	213	MAIN ST	82.50
003-193-03-1	210	ABBNEY ST	82.50
003-193-04-1	208	ABBNEY ST	82.50
003-193-05-1	206	ABBNEY ST	82.50
003-193-07-1	201	MAIN ST	26.25
003-193-08-1	205	MAIN ST	82.50
003-193-09-1	209	MAIN ST	82.50
003-193-10-1	214	ABBNEY ST	165.00
003-193-11-1	212	ABBNEY ST	82.50
003-193-12-1	310	2ND ST	165.00
003-193-13-1	204	ABBNEY ST	82.50
003-194-01-1	211	RUSSELL ST	82.50
003-194-02-1	212	MAIN ST	82.50
003-194-03-1	210	MAIN ST	82.50

APN		Situs Address	Charge
003-194-04-1	208	MAIN ST	82.50
003-194-05-1	206	MAIN ST	82.50
003-194-06-1	204	MAIN ST	82.50
003-194-07-1	226	2ND ST	82.50
003-194-08-1	203	RUSSELL ST	26.25
003-194-09-1	205	RUSSELL ST	26.25
003-194-10-1	209	RUSSELL ST	82.50
003-201-01-1	116	ABBEY ST	165.00
003-201-02-1	110	ABBEY ST	82.50
003-201-03-1	106	ABBEY ST	82.50
003-201-08-1	107	MAIN ST	26.25
003-201-12-1	119	MAIN ST	26.25
003-201-13-1	311	2ND ST	82.50
003-201-15-1	111-117	MAIN ST	26.25
003-201-16-1	101	MAIN ST	26.25
003-202-02-1	112	MAIN ST	82.50
003-202-03-1	110	MAIN ST	82.50
003-202-04-1	108	MAIN ST	26.25
003-202-05-1	106	MAIN ST	26.25
003-202-06-1	100-104	MAIN ST	26.25
003-202-07-1	208	1ST ST	82.50
003-202-10-1	107	RUSSELL ST	82.50
003-202-11-1	123	RUSSELL ST	82.50
003-202-12-1	129	RUSSELL ST	82.50
003-202-13-1	116	MAIN ST	165.00
003-202-14-1	114	MAIN ST	82.50
003-202-15-1	101	RUSSELL ST	82.50
003-202-17-1	105	RUSSELL ST	82.50
003-203-01-1	48	MAIN ST	26.25
003-203-02-1		MAIN ST	26.25
003-203-03-1	211	1ST ST	26.25
003-203-04-1	42-44	MAIN ST	26.25
003-203-05-1	36	MAIN ST	26.25
003-203-06-1	34	MAIN ST	26.25
003-203-07-1	30	MAIN ST	26.25
003-203-08-1	26	MAIN ST	26.25
003-203-09-1	22	MAIN ST	26.25
003-203-10-1	14	MAIN ST	26.25
003-203-11-1	2-10	MAIN ST/210 RAILROAD	26.25
003-203-12-1	200-208	RAILROAD AVE	26.25
003-203-13-1	7	RUSSELL ST	82.50
003-203-14-1	9	RUSSELL ST	82.50
003-203-15-1	11	RUSSELL ST	82.50
003-203-17-1	18	MAIN ST	26.25
003-204-02-1	311	1ST ST	26.25
003-204-05-1	318	RAILROAD AVE	26.25
003-204-06-1	314	RAILROAD AVE	26.25
003-204-07-1	310-312	RAILROAD AVE	26.25
003-204-08-1	1 - 7	MAIN ST	26.25
003-204-09-1	7-11	MAIN ST	26.25
003-204-10-1	15 A & B	MAIN ST	26.25
003-204-11-1	19-23	MAIN ST	26.25
003-204-12-1	23	MAIN ST	26.25
003-204-13-1	31	MAIN ST	26.25
003-204-14-1	33	MAIN ST	26.25
003-204-15-1	35	MAIN ST	26.25
003-204-16-1	37	MAIN ST	26.25
003-204-17-1	41-47	MAIN ST	26.25
003-221-01-1	11	E MAIN ST	82.50
003-221-02-1	14	E ABBEY ST	82.50
003-221-03-1	16	E ABBEY ST	165.00

APN		Situs Address	Charge
003-221-04-1	22	E ABBEY ST	82.50
003-221-05-1	24	E ABBEY ST	82.50
003-221-08-1	28	E ABBEY ST	82.50
003-221-08-1	300	EAST ST	495.00
003-221-09-1	23	E MAIN ST	82.50
003-221-12-1	13	E MAIN ST	82.50
003-221-14-1	21	E MAIN ST	165.00
003-221-15-1	17	E MAIN ST	82.50
003-221-17-1	28	E ABBEY ST	577.50
003-222-03-1	107	ELLIOT ST	165.00
003-222-05-1	10	E MAIN ST	82.50
003-222-12-1	24	E MAIN ST	82.50
003-222-13-1	26	E MAIN ST	82.50
003-222-14-1	28	E MAIN ST	82.50
003-222-16-1	30	E MAIN ST	82.50
003-222-19-1	102	ELLIOT ST	577.50
003-222-20-1	101	ELLIOT ST	412.50
003-222-21-1	14	E MAIN ST	82.50
003-222-22-1	12	E MAIN ST	82.50
003-222-23-1	20	E MAIN ST	82.50
003-223-02-1	305	EAST ST	82.50
003-223-03-1	307	EAST ST	82.50
003-223-05-1	31	E MAIN ST	82.50
003-223-07-1	29	E MAIN ST	82.50
003-224-02-1	8	E ABBEY ST	26.25
003-224-03-1	5 & 7	E MAIN ST	26.25
003-224-04-1	9	E MAIN ST	26.25
003-230-06-1	106	3RD ST	82.50
003-230-07-1	104	3RD ST	82.50
003-230-08-1	102	3RD ST	82.50
003-230-09-1	312	RUSSELL ST	82.50
003-230-10-1	114	3RD ST	82.50
003-230-17-1	102	RIVERVIEW CT	26.25
003-230-19-1	118	3RD ST	82.50
003-230-20-1	116	3RD ST	82.50
003-230-24-1	120	LIWAI VILLAGE CT	82.50
003-230-25-1	116	LIWAI VILLAGE CT	82.50
003-230-29-1	112	LIWAI VILLAGE CT	82.50
003-230-30-1	108	LIWAI VILLAGE CT	82.50
003-241-01-1	101	3RD ST	82.50
003-241-02-1	105	3RD ST	82.50
003-241-03-1	107	3RD ST	165.00
003-241-05-1	206	RUSSELL ST	82.50
003-241-08-1	108	2ND ST	82.50
003-241-09-1	102	2ND ST	82.50
003-241-12-1	100	WOLFSKILL ST	82.50
003-241-13-1		WOLFSKILL ST	82.50
003-241-15-1		RAILROAD AVE	82.50
003-241-17-1	204	RUSSELL ST	82.50
003-241-19-1	202	RUSSELL ST	82.50
003-241-21-1	200	WOLFSKILL ST	82.50
003-241-22-1	102	WOLFSKILL ST	82.50
003-241-23-1	210	RUSSELL ST	412.50
003-241-24-1	109	3RD ST	82.50
003-241-25-1		RUSSELL ST	82.50
003-241-27-1	110	2ND ST	82.50
003-242-01-1	105	2ND ST	82.50
003-242-03-1	115	2ND ST	82.50
003-242-04-1	124	RUSSELL ST	82.50
003-242-05-1	120	RUSSELL ST	82.50
003-242-10-1	100	1ST ST	82.50

APN		Situs Address	Charge
003-242-11-1	106	RUSSELL ST	82.50
003-242-13-1	117	2ND ST	82.50
003-242-14-1	102-104	RUSSELL ST	82.50
003-242-15-1	105	WOLFSKILL ST	330.00
003-242-16-1	118	1ST ST/100 RUSSELL ST	82.50
003-242-17-1	110	1ST ST	82.50
003-243-02-1	10	RUSSELL ST	82.50
003-243-03-1	8	RUSSELL ST	82.50
003-243-05-1	12	RUSSELL ST	165.00
003-243-06-1	14	RUSSELL ST	165.00
003-243-07-1	6	RUSSELL ST	82.50
003-243-08-1	2	RUSSELL ST	26.25
003-271-02-1	802	HEMENWAY ST	82.50
003-271-08-1	804	HEMENWAY ST	82.50
003-271-09-1	800	HEMENWAY ST	82.50
003-271-11-1	900	HEMENWAY ST	82.50
003-271-12-1	902	HEMENWAY ST	82.50
003-271-13-1	302	ROSA AVE	82.50
003-271-14-1	300	ROSA AVE	82.50
003-271-15-1	304	ROSA AVE	82.50
003-271-16-1	306	ROSA AVE	82.50
003-271-17-1	308	ROSA AVE	82.50
003-271-18-1	310	ROSA AVE	82.50
003-271-19-1	312	ROSA AVE	82.50
003-271-20-1	314	ROSA AVE	82.50
003-271-21-1	315	PEACH PL	82.50
003-271-22-1	313	PEACH PL	82.50
003-271-23-1	311	PEACH PL	82.50
003-271-24-1	309	PEACH PL	82.50
003-271-25-1	307	PEACH PL	82.50
003-271-26-1	304	PEACH PL	82.50
003-271-27-1	306	PEACH PL	82.50
003-271-28-1	308	PEACH PL	82.50
003-271-29-1	310	PEACH PL	82.50
003-271-30-1	312	PEACH PL	82.50
003-271-31-1	803	APRICOT AVE	82.50
003-271-32-1	319	ANDERSON AVE	82.50
003-271-33-1	315	ANDERSON AVE	82.50
003-271-34-1	311	ANDERSON AVE	82.50
003-271-35-1	307	ANDERSON AVE	82.50
003-271-36-1	303	ANDERSON AVE	82.50
003-272-03-1	301	ROSA AVE	82.50
003-272-04-1	303	ROSA AVE	82.50
003-272-05-1	305	ROSA AVE	82.50
003-272-06-1	307	ROSA AVE	82.50
003-272-07-1	309	ROSA AVE	82.50
003-272-08-1	311	ROSA AVE	82.50
003-272-09-1	313	ROSA AVE	82.50
003-272-10-1	315	ROSA AVE	82.50
003-272-11-1	317	ROSA AVE	82.50
003-272-12-1	910	APRICOT AVE	82.50
003-272-13-1	908	APRICOT AVE	82.50
003-272-14-1	906	APRICOT AVE	82.50
003-272-15-1	904	APRICOT AVE	82.50
003-272-16-1	902	APRICOT AVE	82.50
003-272-17-1	900	APRICOT AVE	82.50
003-272-18-1	804	APRICOT AVE	82.50
003-272-19-1	802	APRICOT AVE	82.50
003-272-20-1	800	APRICOT AVE	82.50
003-273-01-1	213	ROSA AVE	82.50
003-273-02-1	211	ROSA AVE	82.50

APN		Situs Address	Charge
003-273-03-1	209	ROSA AVE	82.50
003-273-04-1	207	ROSA AVE	82.50
003-273-05-1	205	ROSA AVE	82.50
003-273-06-1	203	ROSA AVE	82.50
003-273-07-1	201	ROSA AVE	82.50
003-274-01-1	212	ROSA AVE	82.50
003-274-02-1	210	ROSA AVE	82.50
003-274-03-1	208	ROSA AVE	82.50
003-274-04-1	206	ROSA AVE	82.50
003-274-05-1	204	ROSA AVE	82.50
003-274-06-1	202	ROSA AVE	82.50
003-274-07-1	200	ROSA AVE	82.50
003-274-08-1	902	MERMÖD PL	82.50
003-274-09-1	203	LENIS AVE	82.50
003-274-10-1	205	LENIS AVE	82.50
003-274-11-1	207	LENIS AVE	82.50
003-274-12-1	209	LENIS AVE	82.50
003-274-13-1	211	LENIS AVE	82.50
003-274-14-1	213	LENIS AVE	82.50
003-275-01-1	905	MERMÖD PL	82.50
003-275-02-1	907	MERMÖD PL	82.50
003-275-03-1	909	MERMÖD PL	82.50
003-275-04-1	1001	MERMÖD PL	82.50
003-275-05-1	1003	MERMÖD PL	82.50
003-275-06-1	903	MERMÖD PL	26.25
003-275-07-1	901	MERMÖD PL	82.50
003-275-08-1	805	MERMÖD PL	82.50
003-275-09-1	803	MERMÖD PL	82.50
003-275-10-1	113	ANDERSON AVE	82.50
003-276-01-1	213	ANDERSON AVE	82.50
003-276-02-1	212	LENIS AVE	82.50
003-276-03-1	210	LENIS AVE	82.50
003-276-04-1	208	LENIS AVE	82.50
003-276-05-1	206	LENIS AVE	82.50
003-276-06-1	204	LENIS AVE	82.50
003-276-07-1	202	LENIS AVE	82.50
003-276-08-1	806	MERMÖD PL	82.50
003-276-09-1	201	ANDERSON AVE	82.50
003-276-10-1	203	ANDERSON AVE	82.50
003-276-11-1	205	ANDERSON AVE	82.50
003-276-12-1	207	ANDERSON AVE	82.50
003-276-13-1	209	ANDERSON AVE	82.50
003-276-14-1	211	ANDERSON AVE	82.50
003-281-07-1	718	HEMENWAY ST	82.50
003-281-08-1	716	HEMENWAY ST	82.50
003-281-09-1	714	HEMENWAY ST	82.50
003-281-10-1	712	HEMENWAY ST	82.50
003-281-11-1	710	HEMENWAY ST	82.50
003-281-12-1	708	HEMENWAY ST	82.50
003-281-13-1	700	HEMENWAY ST	82.50
003-281-16-1	301	GRANT AVE	82.50
003-281-34-1	213	GRANT AVE	82.50
003-281-35-1	215	GRANT AVE	82.50
003-282-02-1	18	ANDERSON AVE	990.00
003-282-03-1	14	ANDERSON AVE	577.50
003-282-04-1	12	ANDERSON AVE	82.50
003-282-11-1	704	RAILROAD AVE	660.00
003-282-18-1	11	GRANT AVE	26.25
003-282-19-1	106	ANDERSON AVE	330.00
003-282-20-1		MERMÖD RD	82.50
003-282-21-1	10	ANDERSON AVE	82.50

APN		Situs Address	Charge
003-282-22-1	722	RAILROAD AVE	82.50
003-282-23-1	717	HEMENWAY ST	82.50
003-282-24-1	715	HEMENWAY ST	82.50
003-282-25-1	3	GRANT AVE	26.25
003-321-01-1	709	DUTTON ST	26.25
003-321-03-1	19	E GRANT AVE	82.50
003-321-04-1	15	E GRANT AVE	82.50
003-322-03-1	710	DUTTON ST	26.25
003-322-20-1	723	RAILROAD AVE	26.25
003-322-22-1		RAILROAD AVE	26.25
003-322-24-1	723	RAILROAD AVE	26.25
003-330-07-1		WALNUT LN	82.50
003-330-11-1	801	DUTTON ST	3,217.50
003-330-13-1		CR 89	82.50
003-330-16-1	807	RAILROAD AVE	26.25
003-330-17-1		CR 89	26.25
003-330-18-1		DUTTON ST	26.25
003-330-19-1	812	WALNUT LN	82.50
003-330-20-1	810	WALNUT LN	82.50
003-330-21-1	808	WALNUT LN	82.50
003-330-22-1	804	WALNUT LN	82.50
003-330-23-1	800	WALNUT LN	82.50
003-330-24-1		CR 89	82.50
003-341-01-1	401	PEAR PL	82.50
003-341-02-1	403	PEAR PL	82.50
003-341-03-1	405	PEAR PL	82.50
003-341-04-1	407	PEAR PL	82.50
003-341-05-1	406	PEAR PL	82.50
003-341-06-1	404	PEAR PL	82.50
003-341-07-1	402	PEAR PL	82.50
003-341-08-1	724	APRICOT AVE	82.50
003-341-09-1	720	APRICOT AVE	82.50
003-341-10-1	716	APRICOT AVE	82.50
003-341-11-1	403	PLUM PL	82.50
003-341-12-1	405	PLUM PL	82.50
003-341-13-1	407	PLUM PL	82.50
003-341-14-1	409	PLUM PL	82.50
003-341-15-1	411	PLUM PL	82.50
003-341-16-1	412	PLUM PL	82.50
003-341-17-1	410	PLUM PL	82.50
003-341-18-1	408	PLUM PL	82.50
003-341-19-1	406	PLUM PL	82.50
003-341-20-1	404	PLUM PL	82.50
003-341-21-1	402	PLUM PL	82.50
003-341-22-1	400	PLUM PL	82.50
003-341-23-1	401	LUIS PL	82.50
003-341-24-1	403	LUIS PL	82.50
003-341-25-1	405	LUIS PL	82.50
003-341-26-1	407	LUIS PL	82.50
003-341-27-1	409	LUIS PL	82.50
003-341-28-1	411	LUIS PL	82.50
003-341-29-1	412	LUIS PL	82.50
003-341-30-1	410	LUIS PL	82.50
003-341-31-1	408	LUIS PL	82.50
003-341-32-1	406	LUIS PL	82.50
003-341-33-1	404	LUIS PL	82.50
003-341-34-1	402	LUIS PL	82.50
003-341-35-1	400	LUIS PL	82.50
003-341-36-1	401	GRANT AVE	82.50
003-341-37-1	403	GRANT AVE	82.50
003-341-38-1	405	GRANT AVE	82.50

APN		Situs Address	Charge
003-341-39-1	407	GRANT AVE	82.50
003-341-40-1	409	GRANT AVE	82.50
003-341-41-1	411	GRANT AVE	82.50
003-341-42-1	413	GRANT AVE	82.50
003-342-10-1	719	APRICOT AVE	82.50
003-342-11-1	721	APRICOT AVE	82.50
003-342-12-1	723	APRICOT AVE	82.50
003-342-15-1	717	APRICOT AVE	82.50
003-342-16-1	715	APRICOT AVE	82.50
003-342-17-1	713	APRICOT AVE	82.50
003-342-18-1	711	APRICOT AVE	82.50
003-342-19-1	709	APRICOT AVE	82.50
003-342-20-1	707	APRICOT AVE	82.50
003-342-21-1	705	APRICOT AVE	82.50
003-342-22-1	703	APRICOT AVE	82.50
003-342-23-1	701	APRICOT AVE	82.50
003-342-24-1		APRICOT AVE	82.50
003-342-25-1	725	APRICOT AVE	82.50
003-350-02-1	807	WALNUT LN	82.50
003-350-03-1	803	WALNUT LN	82.50
003-350-04-1	711	WALNUT LN	82.50
003-350-05-1	709	WALNUT LN	82.50
003-350-06-1	101	E GRANT AVE	82.50
003-350-07-1	121	E GRANT AVE	26.25
003-350-11-1	111	E GRANT AVE	26.25
003-350-12-1	115	E GRANT AVE	26.25
003-360-01-1	844	WALNUT LN	82.50
003-360-02-1	842	WALNUT LN	82.50
003-360-05-1		WALNUT LN	26.25
003-360-10-1	1035	RAILROAD AVE	82.50
003-360-12-1	836	WALNUT LN	82.50
003-360-13-1		RAILROAD AVE PCL E	26.25
003-360-14-1		RAILROAD AVE	26.25
003-360-15-1	1029	RAILROAD AVE	26.25
003-360-16-1	1029	RAILROAD AVE	26.25
003-360-18-1		RAILROAD AVE	82.50
003-360-19-1	840	WALNUT LN	82.50
003-360-20-1	127	CARRION CT (PRIVATE)	165.00
003-360-21-1	125	CARRION CT (PRIVATE)	82.50
003-360-22-1	126	CARRION CT (PRIVATE)	82.50
003-360-23-1	128	CARRION CT (PRIVATE)	82.50
003-370-06-1	400	MORGAN ST	3,135.00
003-370-23-1	509	EAST ST	82.50
003-370-24-1	507	EAST ST	82.50
003-370-25-1	505	EAST ST	26.25
003-370-26-1	511	EAST ST	82.50
003-370-27-1	180-188	E GRANT AVE	26.25
003-370-28-1		E GRANT AVE	26.25
003-370-29-1		E GRANT AVE	26.25
003-370-30-1		E GRANT AVE	26.25
003-370-32-1	405	EAST ST	82.50
003-370-33-1		EAST ST	82.50
003-370-34-1		E BAKER ST	3,630.00
003-370-39-1	501	EAST ST	26.25
003-380-01-1	127	WESTWOOD CT	82.50
003-380-02-1	123	WESTWOOD CT	82.50
003-380-03-1	119	WESTWOOD CT	82.50
003-380-04-1	115	WESTWOOD CT	82.50
003-380-05-1	111	WESTWOOD CT	82.50
003-380-06-1	107	WESTWOOD CT	82.50
003-380-07-1	103	WESTWOOD CT	82.50

APN		Situs Address	Charge
003-380-08-1	100	WESTWOOD CT	82.50
003-380-09-1	104	WESTWOOD CT	82.50
003-380-10-1	108	WESTWOOD CT	82.50
003-380-11-1	112	WESTWOOD CT	82.50
003-380-12-1	116	WESTWOOD CT	82.50
003-380-13-1	120	WESTWOOD CT	82.50
003-380-14-1	124	WESTWOOD CT	82.50
003-380-15-1	316	RUSSELL ST	82.50
003-380-16-1	129	RIVERVIEW CT	82.50
003-380-17-1	125	RIVERVIEW CT	82.50
003-380-18-1	121	RIVERVIEW CT	82.50
003-380-19-1	117	RIVERVIEW CT	82.50
003-380-20-1	113	RIVERVIEW CT	82.50
003-380-21-1	109	RIVERVIEW CT	82.50
003-380-22-1	105	RIVERVIEW CT	82.50
003-380-23-1	101	RIVERVIEW CT	82.50
003-380-24-1	102	RIVERVIEW CT	82.50
003-380-25-1	106	RIVERVIEW CT	82.50
003-380-26-1	110	RIVERVIEW CT	82.50
003-380-27-1	114	RIVERVIEW CT	82.50
003-380-28-1	118	RIVERVIEW CT	82.50
003-380-29-1	122	RIVERVIEW CT	82.50
003-380-30-1	126	RIVERVIEW CT	82.50
003-380-31-1	130	RIVERVIEW CT	82.50
003-391-01-1	790	APRICOT AVE	82.50
003-391-02-1	786	APRICOT AVE	82.50
003-391-03-1	782	APRICOT AVE	82.50
003-391-04-1	778	APRICOT AVE	82.50
003-391-05-1		APRICOT AVE	82.50
003-392-01-1	720	HEMENWAY ST	82.50
003-392-02-1	777	APRICOT AVE	82.50
003-392-03-1	781	APRICOT AVE	82.50
003-392-04-1	785	APRICOT AVE	82.50
003-392-05-1	320	ANDERSON AVE	82.50
003-392-06-1	788	HILL PL	82.50
003-392-07-1	784	HILL PL	82.50
003-392-08-1	780	HILL PL	82.50
003-392-09-1	776	HILL PL	82.50
003-392-10-1	775	HILL PL	82.50
003-392-11-1	779	HILL PL	82.50
003-392-12-1	783	HILL PL	82.50
003-392-13-1	787	HILL PL	82.50
003-392-14-1	734	HEMENWAY ST	82.50
003-392-15-1	732	HEMENWAY ST	82.50
003-392-16-1	730	HEMENWAY ST	82.50
003-392-17-1	728	HEMENWAY ST	82.50
003-393-01-1	215	MERMOD RD	82.50
003-393-02-1	214	ANDERSON AVE	82.50
003-393-03-1	212	ANDERSON AVE	82.50
003-393-04-1	210	ANDERSON AVE	82.50
003-393-05-1	208	ANDERSON AVE	82.50
003-393-06-1	206	ANDERSON AVE	82.50
003-393-07-1	734	MERMOD PL	82.50
003-393-08-1	732	MERMOD PL	82.50
003-393-09-1	207	MERMOD RD	82.50
003-393-10-1	209	MERMOD RD	82.50
003-393-11-1	211	MERMOD RD	82.50
003-393-12-1	213	MERMOD RD	82.50
003-394-01-1	113	MERMOD RD	82.50
003-394-02-1	114	ANDERSON AVE	82.50
003-395-01-1	729	HEMENWAY ST	82.50

APN		Situs Address	Charge
003-395-02-1	212	MERMOD RD	82.50
003-395-03-1	210	MERMOD RD	82.50
003-395-04-1	208	MERMOD RD	82.50
003-395-05-1	206	MERMOD RD	82.50
003-395-06-1	204	MERMOD RD	82.50
003-395-07-1	202	MERMOD RD	82.50
003-395-08-1	200	MERMOD RD	82.60
003-395-09-1	114	MERMOD RD	82.50
003-401-01-1	450	ABBEY ST	82.50
003-401-02-1	454	ABBEY ST	82.50
003-401-03-1	458	ABBEY ST	82.50
003-401-04-1	469	MAIN ST	82.50
003-401-05-1	463	MAIN ST	82.50
003-401-06-1	459	MAIN ST	82.50
003-401-07-1	455	MAIN ST	82.50
003-401-08-1	451	MAIN ST	82.50
003-402-01-1	468	MAIN ST	82.50
003-402-02-1	464	MAIN ST	82.50
003-402-03-1	460	MAIN ST	82.50
003-402-04-1	456	MAIN ST	82.50
003-402-05-1	500	ABBEY ST	82.50
003-402-06-1	502	ABBEY ST	82.50
003-402-07-1	504	ABBEY ST	82.50
003-402-08-1	506	ABBEY ST	82.50
003-402-09-1	508	ABBEY ST	82.50
003-402-10-1	510	ABBEY ST	82.50
003-402-11-1	512	ABBEY ST	82.50
003-402-12-1	514	ABBEY ST	82.50
003-402-13-1	516	ABBEY ST	82.50
003-402-14-1	518	ABBEY ST	82.50
003-402-15-1	400	DRY CREEK LN	82.50
003-402-16-1	402	DRY CREEK LN	82.50
003-402-17-1	404	DRY CREEK LN	82.50
003-402-18-1	406	DRY CREEK LN	82.50
003-402-19-1	408	DRY CREEK LN	82.50
003-402-20-1	410	DRY CREEK LN	82.50
003-402-21-1	412	DRY CREEK LN	82.50
003-402-22-1	414	DRY CREEK LN	82.50
003-402-23-1	416	DRY CREEK LN	82.50
003-402-24-1	418	DRY CREEK LN	82.50
003-403-01-1	508	MAIN ST	82.50
003-403-02-1	504	MAIN ST	82.50
003-403-03-1	500	MAIN ST	82.50
003-403-04-1	488	MAIN ST	82.50
003-403-05-1	484	MAIN ST	82.50
003-403-06-1	480	MAIN ST	82.50
003-403-07-1	476	MAIN ST	82.50
003-403-08-1	472	MAIN ST	82.50
003-403-09-1	501	ABBEY ST	82.50
003-403-10-1	503	ABBEY ST	82.50
003-403-11-1	505	ABBEY ST	82.50
003-403-12-1	401	DRY CREEK LN	82.50
003-403-13-1	403	DRY CREEK LN	82.50
003-403-14-1	405	DRY CREEK LN	82.50
003-403-15-1	407	DRY CREEK LN	82.50
003-403-16-1	409	DRY CREEK LN	82.50
003-403-17-1	411	DRY CREEK LN	82.50
003-403-18-1	413	DRY CREEK LN	82.50
003-403-19-1	415	DRY CREEK LN	82.50
003-403-20-1	417	DRY CREEK LN	82.50
003-403-22-1	512	MAIN ST	82.50

APN		Situs Address	Charge
003-403-23-1	419	DRY CREEK LN	82.50
003-403-24-1	516	MAIN ST	82.50
003-404-01-1	460	EDWARDS ST	82.50
003-404-02-1	454	EDWARDS ST	82.50
003-404-03-1	458	EDWARDS ST	82.50
003-404-04-1	462	EDWARDS ST	82.50
003-404-05-1	466	EDWARDS ST	82.50
003-404-06-1	470	EDWARDS ST	82.50
003-404-07-1	474	EDWARDS ST	82.50
003-404-08-1	471	ABBAY ST	82.50
003-404-09-1	467	ABBAY ST	82.50
003-404-10-1	463	ABBAY ST	82.50
003-404-11-1	459	ABBAY ST	82.50
003-404-12-1	455	ABBAY ST	82.50
003-404-13-1	451	ABBAY ST	82.50
003-405-01-1	451	EDWARDS ST	82.50
003-405-02-1	455	EDWARDS ST	82.50
003-405-03-1	459	EDWARDS ST	82.50
003-405-04-1	463	EDWARDS ST	82.50
003-405-05-1	467	EDWARDS ST	82.50
003-405-06-1	471	EDWARDS ST	82.50
003-405-07-1	475	EDWARDS ST	82.50
003-405-08-1	507	MAIN ST	82.50
003-410-01-1	800	CARRION CIR	82.50
003-410-02-1	802	CARRION CIR	82.50
003-410-03-1	804	CARRION CIR	82.50
003-410-04-1	806	CARRION CIR	82.50
003-410-05-1	808	CARRION CIR	82.50
003-410-06-1	810	CARRION CIR	82.50
003-410-07-1	812	CARRION CIR	82.50
003-410-08-1	22	PRISCILLA CT	82.50
003-410-09-1	20	PRISCILLA CT	82.50
003-410-10-1	19	PRISCILLA CT	82.50
003-410-11-1	17	PRISCILLA CT	82.50
003-410-12-1	15	PRISCILLA CT	82.50
003-410-13-1	818	CARRION CIR	82.50
003-410-14-1	818	CARRION CIR	82.50
003-410-15-1	820	CARRION CIR	82.50
003-410-16-1	820	RAILROAD AVE	26.25
003-410-17-1	823	CARRION CIR	82.50
003-410-18-1	821	CARRION CIR	82.50
003-410-19-1	819	CARRION CIR	82.50
003-410-20-1	817	CARRION CIR	82.50
003-410-21-1	815	CARRION CIR	82.50
003-410-22-1	813	CARRION CIR	82.50
003-410-23-1	811	CARRION CIR	82.50
003-410-24-1	809	CARRION CIR	82.50
003-410-25-1	807	CARRION CIR	82.50
003-410-26-1	805	CARRION CIR	82.50
003-410-27-1	803	CARRION CIR	82.50
003-410-28-1	801	CARRION CIR	82.50
003-410-29-1	11	ANDERSON AVE	82.50
003-410-30-1	9	ANDERSON AVE	82.50
003-410-31-1	7	ANDERSON AVE	82.50
003-410-32-1	800	RAILROAD AVE	82.50
003-410-33-1	2	BETTY CT	82.50
003-410-34-1	4	BETTY CT	82.50
003-410-37-1	10	BETTY CT	82.50
003-410-38-1	9	BETTY CT	82.50
003-410-39-1	7	BETTY CT	82.50
003-410-40-1	5	BETTY CT	82.50

APN		Situs Address	Charge
003-410-41-1	3	BETTY CT	82.50
003-410-42-1	1	BETTY CT	82.50
003-410-43-1	6	BETTY CT	82.50
003-410-45-1	8	BETTY CT	82.50
003-421-03-1	1000	HEMENWAY ST	82.50
003-421-04-1	1002	HEMENWAY ST	82.50
003-421-05-1	1004	HEMENWAY ST	82.50
003-421-06-1	1006	HEMENWAY ST	82.50
003-421-07-1	1008	HEMENWAY ST	82.50
003-421-08-1	1010	HEMENWAY ST	82.50
003-421-09-1	1012	HEMENWAY ST	82.50
003-421-10-1	1014	HEMENWAY ST	82.50
003-421-11-1	1016	HEMENWAY ST	82.50
003-421-12-1	1018	HEMENWAY ST	82.50
003-421-13-1	1020	HEMENWAY ST	82.50
003-422-01-1	1001	HEMENWAY ST	82.50
003-422-02-1	1003	HEMENWAY ST	82.50
003-422-03-1	1005	HEMENWAY ST	82.50
003-422-04-1	1007	HEMENWAY ST	82.50
003-422-05-1	1009	HEMENWAY ST	82.50
003-422-06-1	1011	HEMENWAY ST	82.50
003-422-07-1	1013	HEMENWAY ST	82.50
003-422-08-1	1015	HEMENWAY ST	82.50
003-422-09-1	1017	HEMENWAY ST	82.50
003-422-10-1	1019	HEMENWAY ST	82.50
003-422-11-1	1021	HEMENWAY ST	82.50
003-422-12-1	1204	ALMERIA AVE	82.50
003-422-13-1	1202	ALMERIA AVE	82.50
003-422-14-1	1200	ALMERIA AVE	82.50
003-422-15-1	1106	ALMERIA AVE	82.50
003-422-16-1	1104	ALMERIA AVE	82.50
003-422-17-1	1102	ALMERIA AVE	82.50
003-422-18-1	1100	ALMERIA AVE	82.50
003-422-19-1	206	ALMERIA PL	82.50
003-422-20-1	204	ALMERIA PL	82.50
003-422-21-1	202	ALMERIA PL	82.50
003-422-22-1	200	ALMERIA PL	82.50
003-423-01-1	204	NIEMANN ST	82.50
003-423-02-1	202	NIEMANN ST	82.50
003-423-03-1	200	NIEMANN ST	82.50
003-423-04-1	112	NIEMANN ST	82.50
003-423-05-1	110	NIEMANN ST	82.50
003-423-06-1	108	NIEMANN ST	82.50
003-423-07-1	106	NIEMANN ST	82.50
003-423-08-1	104	NIEMANN ST	82.50
003-423-09-1	102	NIEMANN ST	82.50
003-423-10-1	100	NIEMANN ST	82.50
003-423-11-1	98	NIEMANN ST	82.50
003-423-12-1	96	NIEMANN ST	82.50
003-423-13-1	97	MARTINEZ WAY	82.50
003-423-14-1	99	MARTINEZ WAY	82.50
003-423-15-1	101	MARTINEZ WAY	82.50
003-423-16-1	103	MARTINEZ WAY	82.50
003-423-17-1	105	MARTINEZ WAY	82.50
003-423-18-1	107	MARTINEZ WAY	82.50
003-423-19-1	109	MARTINEZ WAY	82.50
003-423-20-1	111	MARTINEZ WAY	82.50
003-423-21-1	113	MARTINEZ WAY	82.50
003-423-22-1	201	MARTINEZ WAY	82.50
003-423-23-1	203	MARTINEZ WAY	82.50
003-423-24-1	205	MARTINEZ WAY	82.50

APN		Situs Address	Charge
003-424-01-1	204	MARTINEZ WAY	82.50
003-424-02-1	202	MARTINEZ WAY	82.50
003-424-03-1	200	MARTINEZ WAY	82.50
003-424-04-1	114	MARTINEZ WAY	82.50
003-424-05-1	112	MARTINEZ WAY	82.50
003-424-06-1	110	MARTINEZ WAY	82.50
003-424-07-1	108	MARTINEZ WAY	82.50
003-424-08-1	106	MARTINEZ WAY	82.50
003-424-09-1	104	MARTINEZ WAY	82.50
003-424-10-1	1104	MALAGA LN	82.50
003-424-11-1	1102	MALAGA LN	82.50
003-424-12-1	1100	MALAGA LN	82.50
003-424-13-1	103	ALMERIA PL	82.50
003-424-14-1	105	ALMERIA PL	82.50
003-424-15-1	107	ALMERIA PL	82.50
003-424-16-1	109	ALMERIA PL	82.50
003-424-17-1	111	ALMERIA PL	82.50
003-424-18-1	113	ALMERIA PL	82.50
003-424-19-1	201	ALMERIA PL	82.50
003-424-20-1	203	ALMERIA PL	82.50
003-424-21-1	205	ALMERIA PL	82.50
003-424-22-1	114	ALMERIA PL	82.50
003-424-23-1	112	ALMERIA PL	82.50
003-424-24-1	110	ALMERIA PL	82.50
003-424-25-1	108	ALMERIA PL	82.50
003-424-26-1	822	RAILROAD AVE	82.50
003-424-27-1	1101	MALAGA LN	82.50
003-424-28-1	1103	MALAGA LN	82.50
003-424-29-1	1105	MALAGA LN	82.50
003-430-08-1		TAYLOR ST	82.50
003-430-10-1		GRANT AVE	26.25
003-430-11-1		GRANT AVE	26.25
003-430-12-1		GRANT AVE	82.50
003-430-13-1	537	GRANT AVE	26.25
003-430-15-1		GRANT AVE	82.50
003-430-29-1	1003	TAYLOR ST	82.50
003-430-30-1		TAYLOR ST	82.50
003-441-01-1	1001	ADAMS LN	82.50
003-441-02-1	1003	ADAMS LN	82.50
003-441-03-1	1005	ADAMS LN	82.50
003-441-04-1	1007	ADAMS LN	82.50
003-441-05-1	1009	ADAMS LN	82.50
003-441-06-1	1011	ADAMS LN	82.50
003-441-07-1	1013	ADAMS LN	82.50
003-441-08-1	1015	ADAMS LN	82.50
003-441-09-1	1017	ADAMS LN	82.50
003-441-10-1	1019	ADAMS LN	82.50
003-441-11-1	1021	ADAMS LN	82.50
003-441-12-1	1023	ADAMS LN	82.50
003-441-13-1	1025	ADAMS LN	82.50
003-441-14-1	1027	ADAMS LN	82.50
003-441-15-1	1029	ADAMS LN	82.50
003-441-16-1	1031	ADAMS LN	82.50
003-441-17-1	1033	ADAMS LN	82.50
003-441-18-1	1035	ADAMS LN	82.50
003-441-19-1	1037	ADAMS LN	82.50
003-441-20-1	1039	ADAMS LN	82.50
003-441-21-1	901	VALLEY OAK DR	82.50
003-442-01-1	1000	ADAMS LN	82.50
003-442-02-1	1002	ADAMS LN	82.50
003-442-03-1	1004	ADAMS LN	82.50

APN		Situs Address	Charge
003-442-04-1	1006	ADAMS LN	82.50
003-442-05-1	1008	ADAMS LN	82.50
003-442-06-1	1010	ADAMS LN	82.50
003-442-07-1	1012	ADAMS LN	82.50
003-442-08-1	1014	ADAMS LN	82.50
003-442-09-1	1016	ADAMS LN	82.50
003-442-10-1	1018	ADAMS LN	82.50
003-442-11-1	1020	ADAMS LN	82.50
003-442-12-1	1022	ADAMS LN	82.50
003-442-13-1	1024	ADAMS LN	82.50
003-442-14-1	1026	ADAMS LN	82.50
003-442-15-1	1028	ADAMS LN	82.50
003-442-16-1	1030	ADAMS LN	82.50
003-442-17-1	1032	ADAMS LN	82.50
003-442-18-1	1034	ADAMS LN	82.50
003-442-19-1	1036	ADAMS LN	82.50
003-442-20-1	805	VALLEY OAK DR	82.50
003-442-21-1	803	VALLEY OAK DR	82.50
003-442-22-1	801	VALLEY OAK DR	82.50
003-442-23-1	1133	MCARTHUR AVE	82.50
003-442-24-1	1129	MCARTHUR AVE	82.50
003-442-25-1	1125	MCARTHUR AVE	82.50
003-444-01-1	716	VALLEY OAK DR	82.50
003-444-02-1	714	VALLEY OAK DR	82.50
003-444-03-1	712	VALLEY OAK DR	82.50
003-444-04-1	710	VALLEY OAK DR	82.50
003-444-05-1	708	VALLEY OAK DR	82.50
003-444-06-1	706	VALLEY OAK DR	82.50
003-445-01-1	1124	MCARTHUR AVE	82.50
003-445-02-1	1128	MCARTHUR AVE	82.50
003-445-03-1	1132	MCARTHUR AVE	82.50
003-445-04-1	711	VALLEY OAK DR	82.50
003-445-05-1	709	VALLEY OAK DR	82.50
003-445-06-1	707	VALLEY OAK DR	82.50
003-445-07-1	705	VALLEY OAK DR	82.50
003-445-08-1	703	VALLEY OAK DR	82.50
003-445-10-1	701	VALLEY OAK DR	82.50
003-445-11-1	699	VALLEY OAK DR	82.50
003-450-01-1	101	QUAIL CT	82.50
003-450-02-1	103	QUAIL CT	82.50
003-450-03-1	105	QUAIL CT	82.50
003-450-04-1	107	QUAIL CT	82.50
003-450-05-1	108	QUAIL CT	82.50
003-450-06-1	106	QUAIL CT	82.50
003-450-07-1	104	QUAIL CT	82.50
003-450-08-1	102	QUAIL CT	82.50
003-450-09-1	100	QUAIL CT	82.50
003-450-14-1	1123	W GRANT AVE	26.25
003-450-15-1		W GRANT AVE	26.25
003-450-16-1		W GRANT AVE	26.25
003-450-17-1		W GRANT AVE	26.25
003-450-18-1		W GRANT AVE	26.25
003-450-20-1	700	VALLEY OAK DR	26.25
003-460-01-1	1001	MCARTHUR AVE	82.50
003-460-02-1	1005	MCARTHUR AVE	82.50
003-460-03-1	1009	MCARTHUR AVE	82.50
003-460-04-1	1015	MCARTHUR AVE	82.50
003-460-05-1	1017	MCARTHUR AVE	82.50
003-460-06-1	1021	MCARTHUR AVE	82.50
003-460-07-1	1025	MCARTHUR AVE	82.50
003-460-08-1	1029	MCARTHUR AVE	82.50

APN		Situs Address	Charge
003-460-09-1	1101	MCARTHUR AVE	82.50
003-460-10-1	1105	MCARTHUR AVE	82.50
003-460-11-1	1109	MCARTHUR AVE	82.50
003-460-12-1	1113	MCARTHUR AVE	82.50
003-460-13-1	1117	MCARTHUR AVE	82.50
003-460-14-1	1121	MCARTHUR AVE	82.50
003-461-01-1	840	JACKSON ST	82.50
003-461-02-1	836	JACKSON ST	82.50
003-461-03-1	832	JACKSON ST	82.50
003-461-04-1	828	JACKSON ST	82.50
003-461-05-1	824	JACKSON ST	82.50
003-461-06-1	820	JACKSON ST	82.50
003-461-07-1	816	JACKSON ST	82.50
003-461-08-1	812	JACKSON ST	82.50
003-461-09-1	808	JACKSON ST	82.50
003-461-10-1	804	JACKSON ST	82.50
003-461-11-1	800	JACKSON ST	82.50
003-462-01-1	832	JEFFERSON ST	82.50
003-462-02-1	828	JEFFERSON ST	82.50
003-462-03-1	824	JEFFERSON ST	82.50
003-462-04-1	820	JEFFERSON ST	82.50
003-462-05-1	816	JEFFERSON ST	82.50
003-462-06-1	812	JEFFERSON ST	82.50
003-462-07-1	808	JEFFERSON ST	82.50
003-462-08-1	804	JEFFERSON ST	82.50
003-462-09-1	800	JEFFERSON ST	82.50
003-462-10-1	801	JACKSON ST	82.50
003-462-11-1	805	JACKSON ST	82.50
003-462-12-1	809	JACKSON ST	82.50
003-462-13-1	813	JACKSON ST	82.50
003-462-14-1	817	JACKSON ST	82.50
003-462-15-1	821	JACKSON ST	82.50
003-462-16-1	825	JACKSON ST	82.50
003-462-17-1	829	JACKSON ST	82.50
003-462-18-1	833	JACKSON ST	82.50
003-463-01-1	824	LINCOLN ST	82.50
003-463-02-1	820	LINCOLN ST	82.50
003-463-03-1	816	LINCOLN ST	82.50
003-463-04-1	812	LINCOLN ST	82.50
003-463-05-1	808	LINCOLN ST	82.50
003-463-06-1	804	LINCOLN ST	82.50
003-463-07-1	800	LINCOLN ST	82.50
003-463-08-1	801	JEFFERSON ST	82.50
003-463-09-1	805	JEFFERSON ST	82.50
003-463-10-1	809	JEFFERSON ST	82.50
003-463-11-1	813	JEFFERSON ST	82.50
003-463-12-1	817	JEFFERSON ST	82.50
003-463-13-1	821	JEFFERSON ST	82.50
003-463-14-1	825	JEFFERSON ST	82.50
003-463-15-1	829	JEFFERSON ST	82.50
003-464-01-1	1104	WASHINGTON AVE	82.50
003-464-02-1	1100-2	WASHINGTON AVE	165.00
003-464-03-1	1024-26	WASHINGTON AVE	165.00
003-464-04-1	1020	WASHINGTON AVE	82.50
003-464-05-1	1016	WASHINGTON AVE	82.50
003-464-06-1	1012	WASHINGTON AVE	82.50
003-464-07-1	1008	WASHINGTON AVE	82.50
003-464-08-1	1004	WASHINGTON AVE	82.50
003-464-09-1	1000	WASHINGTON AVE	82.50
003-464-10-1	1108	WASHINGTON AVE	82.50
003-464-11-1	1112	WASHINGTON AVE	82.50

APN		Situs Address	Charge
003-464-12-1	1116	WASHINGTON AVE	82.50
003-464-13-1	1120	WASHINGTON AVE	82.50
003-465-01-1	816	TAYLOR ST	82.50
003-465-02-1	812	TAYLOR ST	82.50
003-465-03-1	808	TAYLOR ST	82.50
003-465-04-1	804	TAYLOR ST	82.50
003-465-05-1	800	TAYLOR ST	82.50
003-465-06-1	801	LINCOLN ST	82.50
003-465-07-1	805	LINCOLN ST	82.50
003-465-08-1	809	LINCOLN ST	82.50
003-465-09-1	813	LINCOLN ST	82.50
003-465-10-1	817	LINCOLN ST	82.50
003-465-11-1	821	LINCOLN ST	82.50
003-466-01-1	711	TAYLOR ST	82.50
003-466-02-1	713	TAYLOR ST	82.50
003-466-03-1	717	TAYLOR ST	82.50
003-466-04-1	721	TAYLOR ST	82.50
003-466-05-1	801	TAYLOR ST	82.50
003-466-06-1	805	TAYLOR ST	82.50
003-466-07-1	809	TAYLOR ST	82.50
003-466-08-1	813	TAYLOR ST	82.50
003-466-09-1	817	TAYLOR ST	82.50
003-466-10-1	821	TAYLOR ST	82.50
003-466-11-1	901	TAYLOR ST	82.50
003-466-12-1	905	TAYLOR ST	82.50
003-466-13-1	803# 50	W GRANT AVE	82.50
003-466-14-1	803# 45	W GRANT AVE	82.50
003-466-15-1	803# 37	W GRANT AVE	82.50
003-466-18-1	803# 80	W GRANT AVE	82.50
003-466-19-1	803# 52	W GRANT AVE	82.50
003-467-01-1	803	W GRANT AVE	5,445.00
003-467-05-1	803# 27	W GRANT AVE	82.50
003-467-06-1	803# 10	W GRANT AVE	82.50
003-467-07-1	803# 4	W GRANT AVE	82.50
003-467-10-1	803# 8	W GRANT AVE	82.50
003-468-01-1	803# 54	W GRANT AVE	82.50
003-468-03-1	803# 60	W GRANT AVE	82.50
003-468-04-1	803# 66	W GRANT AVE	82.50
003-468-05-1	803# 69	W GRANT AVE	82.50
003-468-06-1	803# 55	W GRANT AVE	82.50
003-468-07-1	803# 65	W GRANT AVE	82.50
003-469-01-1	803# 75	W GRANT AVE	82.50
003-469-03-1	803# 81	W GRANT AVE	82.50
003-471-01-1	903	VALLEY OAK DR	82.50
003-471-02-1	905	VALLEY OAK DR	82.50
003-471-03-1	907	VALLEY OAK DR	82.50
003-471-04-1	1038	KENNEDY DR	82.50
003-471-05-1	1036	KENNEDY DR	82.50
003-471-06-1	1034	KENNEDY DR	82.50
003-471-07-1	1032	KENNEDY DR	82.50
003-471-08-1	1030	KENNEDY DR	82.50
003-471-09-1	1028	KENNEDY DR	82.50
003-471-10-1	1026	KENNEDY DR	82.50
003-471-11-1	1024	KENNEDY DR	82.50
003-471-12-1	1022	KENNEDY DR	82.50
003-471-13-1	1020	KENNEDY DR	82.50
003-471-14-1	1018	KENNEDY DR	82.50
003-471-15-1	1016	KENNEDY DR	82.50
003-471-16-1	1014	KENNEDY DR	82.50
003-471-17-1	1012	KENNEDY DR	82.50
003-471-18-1	1010	KENNEDY DR	82.50

APN		Situs Address	Charge
003-471-19-1	1008	KENNEDY DR	82.50
003-471-20-1	1006	KENNEDY DR	82.50
003-471-21-1	1004	KENNEDY DR	82.50
003-471-22-1	1002	KENNEDY DR	82.50
003-471-23-1	1000	KENNEDY DR	82.50
003-472-01-1	1040	EISENHOWER WAY	82.50
003-472-02-1	1038	EISENHOWER WAY	82.50
003-472-03-1	1036	EISENHOWER WAY	82.50
003-472-04-1	1034	EISENHOWER WAY	82.50
003-472-05-1	1032	EISENHOWER WAY	82.50
003-472-06-1	1030	EISENHOWER WAY	82.50
003-472-07-1	1028	EISENHOWER WAY	82.50
003-472-08-1	1026	EISENHOWER WAY	82.50
003-472-09-1	1027	KENNEDY DR	82.50
003-472-10-1	1029	KENNEDY DR	82.50
003-472-11-1	1031	KENNEDY DR	82.50
003-472-12-1	1033	KENNEDY DR	82.50
003-472-13-1	1035	KENNEDY DR	82.50
003-472-14-1	1037	KENNEDY DR	82.50
003-472-15-1	1039	KENNEDY DR	82.50
003-472-16-1	1041	KENNEDY DR	82.50
003-473-01-1	1040	ROOSEVELT AVE	82.50
003-473-02-1	1038	ROOSEVELT AVE	82.50
003-473-03-1	1036	ROOSEVELT AVE	82.50
003-473-04-1	1034	ROOSEVELT AVE	82.50
003-473-05-1	1032	ROOSEVELT AVE	82.50
003-473-06-1	1030	ROOSEVELT AVE	82.50
003-473-07-1	1028	ROOSEVELT AVE	82.50
003-473-08-1	1026	ROOSEVELT AVE	82.50
003-473-09-1	1027	EISENHOWER WAY	82.50
003-473-10-1	1029	EISENHOWER WAY	82.50
003-473-11-1	1031	EISENHOWER WAY	82.50
003-473-12-1	1033	EISENHOWER WAY	82.50
003-473-13-1	1035	EISENHOWER WAY	82.50
003-473-14-1	1037	EISENHOWER WAY	82.50
003-473-15-1	1039	EISENHOWER WAY	82.50
003-473-16-1	1041	EISENHOWER WAY	82.50
003-474-02-1	1041	ROOSEVELT AVE	82.50
003-474-03-1	1039	ROOSEVELT AVE	82.50
003-474-04-1	1037	ROOSEVELT AVE	82.50
003-474-05-1	1035	ROOSEVELT AVE	82.50
003-474-06-1	1033	ROOSEVELT AVE	82.50
003-474-07-1	1031	ROOSEVELT AVE	82.50
003-474-08-1	1029	ROOSEVELT AVE	82.50
003-474-09-1	1027	ROOSEVELT AVE	82.50
003-474-10-1	1025	ROOSEVELT AVE	82.50
003-474-11-1	1023	ROOSEVELT AVE	82.50
003-474-12-1	1021	ROOSEVELT AVE	82.50
003-474-13-1	1019	ROOSEVELT AVE	82.50
003-474-14-1	1017	ROOSEVELT AVE	82.50
003-474-15-1	1015	ROOSEVELT AVE	82.50
003-474-16-1	1013	ROOSEVELT AVE	82.50
003-474-17-1	1011	ROOSEVELT AVE	82.50
003-474-18-1	1109	ROOSEVELT AVE	82.50
003-474-19-1	1107	ROOSEVELT AVE	82.50
003-474-20-1	1105	ROOSEVELT AVE	82.50
003-474-21-1	1103	ROOSEVELT AVE	82.50
003-474-22-1	1101	ROOSEVELT AVE	82.50
003-474-23-1	1007	ROOSEVELT AVE	82.50
003-474-26-1	1003	ROOSEVELT AVE	82.50
003-474-28-1	1001-05	ROOSEVELT AVE	82.50

APN		Situs Address	Charge
003-475-01-1	1105	HOOVER ST	82.50
003-475-02-1	1103	HOOVER ST	82.50
003-475-03-1	1101	HOOVER ST	82.50
003-475-04-1	1007	HOOVER ST	82.50
003-475-05-1	1005	HOOVER ST	82.50
003-475-06-1	1003	HOOVER ST	82.50
003-475-07-1	1001	HOOVER ST	82.50
003-475-08-1	1017	KENNEDY DR	82.50
003-475-09-1	1015	KENNEDY DR	82.50
003-475-10-1	1013	KENNEDY DR	82.50
003-475-11-1	1011	KENNEDY DR	82.50
003-475-12-1	1012	TAFT CT/1012A	165.00
003-475-13-1	1014	TAFT CT	82.50
003-475-14-1	1016	TAFT CT	82.50
003-475-15-1	1018	TAFT CT/1018A	82.50
003-475-16-1	1017	TAFT CT	82.50
003-475-17-1	1015	TAFT CT	82.50
003-475-18-1	1013	TAFT CT	82.50
003-475-19-1	1011	TAFT CT/1011A	82.50
003-475-20-1	1012	ROOSEVELT AVE/1012A	82.50
003-475-21-1	1014	ROOSEVELT AVE	82.50
003-475-22-1	1016	ROOSEVELT AVE	82.50
003-475-23-1	1018	ROOSEVELT AVE	82.50
003-480-21-1	32	E MAIN ST	2,640.00
003-480-23-1	107	CASELLI CT	82.50
003-480-24-1	105	CASELLI CT	82.50
003-480-25-1	103	CASELLI CT	82.50
003-480-26-1	101	CASELLI CT	82.50
003-480-27-1	110	E MAIN ST	82.50
003-480-28-1	108	E MAIN ST	82.50
003-480-29-1	106	E MAIN ST	82.50
003-480-30-1	104	E MAIN ST	82.50
003-480-31-1	102	E MAIN ST	82.50
003-480-32-1	100	E MAIN ST	82.50
003-480-33-1	40	E MAIN ST	82.50
003-480-34-1	38	E MAIN ST	82.50
003-480-35-1	36	E MAIN ST	82.50
003-480-36-1	34	E MAIN ST	82.50
003-480-37-1	100	CASELLI CT	82.50
003-480-38-1	102	CASELLI CT	82.50
003-480-40-1	107	E MAIN ST	82.50
003-480-41-1	105	E MAIN ST	82.50
003-480-42-1	103	E MAIN ST	82.50
003-480-43-1	101	E MAIN ST	82.50
003-480-44-1	101	LAUREN CT	82.50
003-480-45-1	103	LAUREN CT	82.50
003-480-46-1	105	LAUREN CT	82.50
003-480-47-1	107	LAUREN CT	82.50
003-480-48-1	109	LAUREN CT	82.50
003-480-49-1	111	LAUREN CT	82.50
003-480-50-1	110	LAUREN CT	82.50
003-480-51-1	401	EAST ST	82.50
003-480-52-1	399	EAST ST	82.50
003-480-53-1	108	LAUREN CT	82.50
003-480-54-1	106	LAUREN CT	82.50
003-480-55-1	104	LAUREN CT	82.50
003-480-56-1	102	LAUREN CT	82.50
003-480-57-1	100	LAUREN CT	82.50
003-480-58-1	39	E MAIN ST	82.50
003-480-59-1	37	E MAIN ST	82.50
003-480-60-1	35	E MAIN ST	82.50

APN		Situs Address	Charge
003-480-61-1	33	E MAIN ST	82.50
003-480-62-1	104	CASELLI CT	82.50
003-480-63-1	106	CASELLI CT	82.50
003-491-01-1	841	WALNUT LN	82.50
003-491-02-1	101	ORCHARD LN	82.50
003-491-03-1	103	ORCHARD LN	82.50
003-491-04-1	105	ORCHARD LN	82.50
003-491-05-1	107	ORCHARD LN	82.50
003-491-06-1	109	ORCHARD LN	82.50
003-491-07-1	111	ORCHARD LN	82.50
003-491-08-1	113	ORCHARD LN	82.50
003-491-09-1	115	ORCHARD LN	82.50
003-491-10-1	114	ORCHARD LN	82.50
003-491-11-1	112	ORCHARD LN	82.50
003-491-12-1	110	ORCHARD LN	82.50
003-491-13-1	108	ORCHARD LN	82.50
003-491-14-1	106	ORCHARD LN	82.50
003-491-15-1	104	ORCHARD LN	82.50
003-491-16-1	102	ORCHARD LN	82.50
003-491-17-1	100	ORCHARD LN	82.50
003-491-18-1	839	WALNUT LN	82.50
003-491-19-1	837	WALNUT LN	82.50
003-491-20-1	101	ALMOND DR	82.50
003-491-21-1	103	ALMOND DR	82.50
003-491-22-1	105	ALMOND DR	82.50
003-491-23-1	107	ALMOND DR	82.50
003-491-24-1	109	ALMOND DR	82.50
003-491-25-1	111	ALMOND DR	82.50
003-491-26-1	113	ALMOND DR	82.50
003-491-27-1	115	ALMOND DR	82.50
003-491-28-1	117	ALMOND DR	82.50
003-492-01-1	100	ALMOND DR	82.50
003-492-02-1	102	ALMOND DR	82.50
003-492-03-1	104	ALMOND DR	82.50
003-492-04-1	106	ALMOND DR	82.50
003-492-05-1	108	ALMOND DR	82.50
003-492-06-1	110	ALMOND DR	82.50
003-492-07-1	112	ALMOND DR	82.50
003-492-08-1	114	ALMOND DR	82.50
003-492-09-1	116	ALMOND DR	82.50
003-492-10-1	118	ALMOND DR	82.50
003-492-11-1	200	ALMOND DR	82.50
003-492-12-1	202	ALMOND DR	82.50
003-492-13-1	204	ALMOND DR	82.50
003-492-14-1	206	ALMOND DR	82.50
003-492-15-1	208	ALMOND DR	82.50
003-492-16-1	210	ALMOND DR	82.50
003-492-17-1	212	ALMOND DR	82.50
003-492-19-1	121	BROADVIEW LN	82.50
003-492-20-1	119	BROADVIEW LN	82.50
003-492-21-1	117	BROADVIEW LN	82.50
003-492-22-1	115	BROADVIEW LN	82.50
003-492-23-1	113	BROADVIEW LN	82.50
003-492-24-1	111	BROADVIEW LN	82.50
003-492-25-1	109	BROADVIEW LN	82.50
003-492-26-1	107	BROADVIEW LN	82.50
003-492-27-1	105	BROADVIEW LN	82.50
003-492-28-1	103	BROADVIEW LN	82.50
003-492-29-1	101	BROADVIEW LN	82.50
003-492-30-1	100	BROADVIEW LN	82.50
003-492-31-1	102	BROADVIEW LN	82.50

APN		Situs Address	Charge
003-492-32-1	104	BROADVIEW LN	82.50
003-492-33-1	106	BROADVIEW LN	82.50
003-492-34-1	108	BROADVIEW LN	82.50
003-492-35-1	110	BROADVIEW LN	82.50
003-492-36-1	112	BROADVIEW LN	82.50
003-492-37-1	114	BROADVIEW LN	82.50
003-492-38-1	116	BROADVIEW LN	82.50
003-492-39-1	118	BROADVIEW LN	82.50
003-492-40-1	120	BROADVIEW LN	82.50
003-492-41-1	127	COLBY LN	82.50
003-492-42-1	125	COLBY LN	82.50
003-492-43-1	123	COLBY LN	82.50
003-492-44-1	121	COLBY LN	82.50
003-492-45-1	119	COLBY LN	82.50
003-492-46-1	117	COLBY LN	82.50
003-492-47-1	115	COLBY LN	82.50
003-492-48-1	113	COLBY LN	82.50
003-492-49-1	111	COLBY LN	82.50
003-492-50-1	109	COLBY LN	82.50
003-492-51-1	107	COLBY LN	82.50
003-492-52-1	105	COLBY LN	82.50
003-492-53-1	103	COLBY LN	82.50
003-492-54-1	101	COLBY LN	82.50
003-492-55-1	100	COLBY LN	82.50
003-492-56-1	102	COLBY LN	82.50
003-492-57-1	104	COLBY LN	82.50
003-492-58-1	106	COLBY LN	82.50
003-492-59-1	108	COLBY LN	82.50
003-492-60-1	110	COLBY LN	82.50
003-492-61-1	112	COLBY LN	82.50
003-492-62-1	114	COLBY LN	82.50
003-492-63-1	116	COLBY LN	82.50
003-492-64-1	118	COLBY LN	82.50
003-492-65-1	120	COLBY LN	82.50
003-492-66-1	122	COLBY LN	82.50
003-492-67-1	124	COLBY LN	82.50
003-492-68-1	126	COLBY LN	82.50
003-501-01-1	1033	VILLAGE CIR	82.50
003-501-02-1	1031	VILLAGE CIR	82.50
003-501-03-1	1029	VILLAGE CIR	82.50
003-501-04-1	1027	VILLAGE CIR	82.50
003-501-05-1	1025	VILLAGE CIR	82.50
003-501-06-1	1023	VILLAGE CIR	82.50
003-501-07-1	1008	BERRYESSA CT	82.50
003-501-08-1	1010	BERRYESSA CT	82.50
003-501-09-1	1012	BERRYESSA CT	82.50
003-501-10-1	1014	BERRYESSA CT	82.50
003-501-11-1	408	NIEMANN ST	82.50
003-501-12-1	406	NIEMANN ST	82.50
003-501-13-1	1016	BERRYESSA CT	82.50
003-501-14-1	404	NIEMANN ST	82.50
003-501-15-1	1015	BERRYESSA CT	82.50
003-501-16-1	1013	BERRYESSA CT	82.50
003-501-17-1	1011	BERRYESSA CT	82.50
003-501-18-1	1009	BERRYESSA CT	82.50
003-501-19-1	1008	HILLVIEW LN	82.50
003-501-20-1	1010	HILLVIEW LN	82.50
003-501-21-1	1012	HILLVIEW LN	82.50
003-501-22-1	1014	HILLVIEW LN	82.50
003-501-23-1	323	HILLVIEW LN	82.50
003-501-24-1	321	HILLVIEW LN	82.50

APN		Situs Address	Charge
003-501-25-1	319	HILLVIEW LN	82.50
003-501-26-1	317	HILLVIEW LN	82.50
003-501-27-1	315	HILLVIEW LN	82.50
003-501-28-1	313	HILLVIEW LN	82.50
003-501-29-1	311	HILLVIEW LN	82.50
003-501-30-1	310	NIEMANN ST	82.50
003-501-31-1	312	NIEMANN ST	82.50
003-501-32-1	314	NIEMANN ST	82.50
003-501-33-1	316	NIEMANN ST	82.50
003-501-34-1	318	NIEMANN ST	82.50
003-501-35-1	320	NIEMANN ST	82.50
003-501-36-1	400	NIEMANN ST	82.50
003-501-37-1	402	NIEMANN ST	82.50
003-502-01-1	1009	HILLVIEW LN	82.50
003-502-02-1	1011	HILLVIEW LN	82.50
003-502-03-1	1013	HILLVIEW LN	82.50
003-502-04-1	316	HILLVIEW LN	82.50
003-502-05-1	314	HILLVIEW LN	82.50
003-502-06-1	312	HILLVIEW LN	82.50
003-502-07-1	1012	VILLAGE CIR	82.50
003-502-08-1	1010	VILLAGE CIR	82.50
003-502-09-1	1008	VILLAGE CIR	82.50
003-502-10-1	313	VILLAGE CIR	82.50
003-502-11-1	315	VILLAGE CIR	82.50
003-502-12-1	317	VILLAGE CIR	82.50
003-503-01-1	1032	VILLAGE CIR	82.50
003-503-02-1	1030	VILLAGE CIR	82.50
003-503-03-1	1028	VILLAGE CIR	82.50
003-503-04-1	1026	VILLAGE CIR	82.50
003-503-05-1	1024	VILLAGE CIR	82.50
003-503-06-1	1022	VILLAGE CIR	82.50
003-503-07-1	414	VILLAGE CIR	82.50
003-503-08-1	412	VILLAGE CIR	82.50
003-503-09-1	410	VILLAGE CIR	82.50
003-503-10-1	408	VILLAGE CIR	82.50
003-503-12-1	406	VILLAGE CIR	82.50
003-503-13-1	404	VILLAGE CIR	82.50
003-503-14-1	402	VILLAGE CIR	82.50
003-503-15-1	400	VILLAGE CIR	82.50
003-503-16-1	318	VILLAGE CIR	82.50
003-503-17-1	316	VILLAGE CIR	82.50
003-503-18-1	314	VILLAGE CIR	82.50
003-503-19-1	312	VILLAGE CIR	82.50
003-503-20-1	310	VILLAGE CIR	82.50
003-503-21-1	308	VILLAGE CIR	82.50
003-503-22-1	1005	VILLAGE CIR	82.50
003-503-23-1	1007	VILLAGE CIR	82.50
003-503-24-1	1009	VILLAGE CIR	82.50
003-503-25-1	1011	VILLAGE CIR	82.50
003-503-26-1	1013	VILLAGE CIR	82.50
003-503-27-1	1015	VILLAGE CIR	82.50
003-503-28-1	1017	VILLAGE CIR	82.50
003-503-29-1	1019	VILLAGE CIR	82.50
003-503-30-1	1021	VILLAGE CIR	82.50
003-510-07-1	718	LUPINE WAY	82.50
003-510-08-1	720	LUPINE WAY	82.50
003-510-09-1	722	LUPINE WAY	82.50
003-510-10-1	724	LUPINE WAY	82.50
003-510-11-1	726	LUPINE WAY	82.50
003-510-12-1	728	LUPINE WAY	82.50
003-510-13-1	730	LUPINE WAY	82.50

APN		Situs Address	Charge
003-510-14-1	731	MAIN ST	82.50
003-510-15-1	729	MAIN ST	82.50
003-510-16-1	727	MAIN ST	82.50
003-510-17-1	725	MAIN ST	82.50
003-510-18-1	723	MAIN ST	82.50
003-510-19-1	721	MAIN ST	82.50
003-510-20-1	719	MAIN ST	82.50
003-511-01-1	743	MAIN ST	82.50
003-511-02-1	741	MAIN ST	82.50
003-511-03-1	739	MAIN ST	82.50
003-511-04-1	737	MAIN ST	82.50
003-511-05-1	735	MAIN ST	82.50
003-511-06-1	733	MAIN ST	82.50
003-511-07-1	732	FOXGLOVE CIR	82.50
003-511-08-1	734	FOXGLOVE CIR	82.50
003-511-09-1	736	FOXGLOVE CIR	82.50
003-511-10-1	738	FOXGLOVE CIR	82.50
003-511-11-1	713	FOXGLOVE CIR	82.50
003-511-12-1	711	FOXGLOVE CIR	82.50
003-511-13-1	709	FOXGLOVE CIR	82.50
003-511-14-1	707	FOXGLOVE CIR	82.50
003-511-15-1	620	FOXGLOVE CIR	82.50
003-511-16-1	615	FOXGLOVE CIR	82.50
003-512-01-1	710	FOXGLOVE CIR	82.50
003-512-02-1	708	FOXGLOVE CIR	82.50
003-512-03-1	706	FOXGLOVE CIR	82.50
003-512-04-1	618	FOXGLOVE CIR	82.50
003-512-05-1	636	FOXGLOVE CIR	82.50
003-512-06-1	634	FOXGLOVE CIR	82.50
003-512-07-1	632	FOXGLOVE CIR	82.50
003-512-08-1	615	IVY LOOP	82.50
003-512-09-1	706	IVY LOOP	82.50
003-512-10-1	708	IVY LOOP	82.50
003-512-11-1	712	IVY LOOP	82.50
003-513-01-1	641	FOXGLOVE CIR	82.50
003-513-02-1	639	FOXGLOVE CIR	82.50
003-513-03-1	637	FOXGLOVE CIR	82.50
003-513-04-1	635	FOXGLOVE CIR	82.50
003-513-05-1	633	FOXGLOVE CIR	82.50
003-513-06-1	631	FOXGLOVE CIR	82.50
003-513-07-1	609	IVY LOOP	82.50
003-513-08-1	607	IVY LOOP	82.50
003-513-09-1	605	IVY LOOP	82.50
003-513-10-1	603	IVY LOOP	82.50
003-513-11-1	601	IVY LOOP	82.50
003-513-12-1	631	IVY LOOP	82.50
003-513-13-1	629	IVY LOOP	82.50
003-513-14-1	627	IVY LOOP	82.50
003-513-15-1	625	IVY LOOP	82.50
003-513-16-1	623	IVY LOOP	82.50
003-513-17-1	621	IVY LOOP	82.50
003-514-01-1	606	IVY LOOP	82.50
003-514-02-1	604	IVY LOOP	82.50
003-514-03-1	602	IVY LOOP	82.50
003-514-04-1	600	IVY LOOP	82.50
003-514-05-1	626	IVY LOOP	165.00
003-514-06-1	624	IVY LOOP	82.50
003-514-07-1	601	SNAPDRAGON CT	82.50
003-514-08-1	621	FICUS WAY	82.50
003-514-09-1	625	FICUS WAY	82.50
003-515-01-1	629	SNAPDRAGON ST	82.50

APN		Situs Address	Charge
003-515-02-1	627	SNAPDRAGON ST	82.50
003-515-03-1	625	SNAPDRAGON ST	82.50
003-515-04-1	623	SNAPDRAGON ST	82.50
003-515-05-1	621	SNAPDRAGON ST	82.50
003-515-06-1	611	SNAPDRAGON ST	82.50
003-515-07-1	609	SNAPDRAGON ST	82.50
003-515-08-1	607	SNAPDRAGON ST	82.50
003-515-09-1	624	FICUS WAY	82.50
003-515-10-1	626	FICUS WAY	82.50
003-515-11-1	628	FICUS WAY	82.50
003-515-12-1	630	FICUS WAY	82.50
003-516-01-1	727	LUPINE WAY	82.50
003-516-02-1	725	LUPINE WAY	82.50
003-516-03-1	723	LUPINE WAY	82.50
003-516-04-1	721	LUPINE WAY	82.50
003-516-05-1	719	LUPINE WAY	82.50
003-516-06-1	717	LUPINE WAY	82.50
003-516-07-1	620	SNAPDRAGON ST	82.50
003-516-08-1	622	SNAPDRAGON ST	82.50
003-516-09-1	624	SNAPDRAGON ST	82.50
003-516-10-1	626	SNAPDRAGON ST	82.50
003-516-11-1	628	SNAPDRAGON ST	82.50
003-516-12-1	630	SNAPDRAGON ST	82.50
003-516-13-1	632	SNAPDRAGON ST	82.50
003-516-14-1	729	LUPINE WAY	82.50
003-521-01-1	717	MAIN ST	82.50
003-521-02-1	715	MAIN ST	82.50
003-521-03-1	715	ASTER WAY	82.50
003-521-04-1	713	ASTER ST	82.50
003-521-05-1	711	ASTER ST	82.50
003-521-06-1	709	ASTER ST	82.50
003-521-07-1	707	ASTER ST	82.50
003-521-08-1	716	LUPINE WAY	82.50
003-523-01-1	700	IVY LOOP	82.50
003-523-02-1	702	IVY LOOP	82.50
003-523-03-1	704	IVY CT	82.50
003-523-04-1	706	IVY CT	82.50
003-523-05-1	708	IVY CT	82.50
003-523-06-1	710	IVY CT	82.50
003-523-07-1	712	IVY CT	82.50
003-523-08-1	714	IVY CT	82.50
003-523-09-1	716	IVY CT	82.50
003-523-10-1	715	IVY CT	82.50
003-523-11-1	713	IVY CT	82.50
003-523-12-1	711	IVY CT	82.50
003-523-13-1	709	IVY CT	82.50
003-523-14-1	707	IVY CT	82.50
003-523-15-1	705	IVY CT	82.50
003-523-16-1	706	ASTER ST	82.50
003-523-17-1	708	ASTER ST	82.50
003-523-18-1	710	ASTER ST	82.50
003-523-19-1	712	ASTER ST	82.50
003-523-20-1	714	ASTER ST	82.50
003-523-21-1	716	ASTER ST	82.50
003-524-01-1	715	LUPINE WAY	82.50
003-524-02-1	713	LUPINE WAY	82.50
003-524-03-1	711	LUPINE WAY	82.50
003-524-04-1	709	LUPINE WAY	82.50
003-524-05-1	707	LUPINE WAY	82.50
003-524-06-1	705	LUPINE WAY	82.50
003-524-07-1	618	SNAPDRAGON ST	82.50

APN		Situs Address	Charge
003-524-08-1	616	SNAPDRAGON ST	82.50
003-524-09-1	614	SNAPDRAGON ST	82.50
003-524-10-1	612	SNAPDRAGON ST	82.50
003-524-11-1	610	SNAPDRAGON ST	82.50
003-524-12-1	608	SNAPDRAGON ST	82.50
003-524-13-1	606	SNAPDRAGON ST	82.50
003-524-14-1	604	SNAPDRAGON CT	82.50
003-524-15-1	602	SNAPDRAGON CT	82.50
003-524-16-1	600	SNAPDRAGON CT	82.50
003-524-17-1	620	IVY LOOP	82.50
003-524-18-1	622	IVY LOOP	82.50
003-524-19-1	415	GRANT AVE	26.25
030-210-04-1		CR 89	26.25
030-220-08-1	111	NIEMANN ST	82.50
030-220-09-1	105	NIEMANN ST	82.50
030-220-10-1		T8N R1W POR SEC 21	26.25
030-220-27-1		R1W POR SEC 21	82.50
030-220-34-1		ANDERSON AVE	26.25
030-220-35-1	435	ANDERSON AVE	26.25
030-361-04-1	1204	VALLEY OAK DR	82.50
030-361-05-1	1202	VALLEY OAK DR	82.50
030-361-06-1	1200	VALLEY OAK DR	82.50
030-361-07-1	503	DORSET CT	82.50
030-361-08-1	505	DORSET CT	82.50
030-361-09-1	508	DORSET CT	82.50
030-361-10-1	506	DORSET CT	82.50
030-361-11-1	504	DORSET CT	82.50
030-361-12-1	502	DORSET CT	82.50
030-361-13-1	500	DORSET CT	82.50
030-361-14-1	1104	VALLEY OAK DR	82.50
030-361-15-1	1102	VALLEY OAK DR	82.50
030-361-16-1	1100	VALLEY OAK DR	82.50
030-361-17-1	401	COLUMBIA WAY	82.50
030-361-18-1	403	COLUMBIA WAY	82.50
030-361-19-1	405	COLUMBIA WAY	82.50
030-361-20-1	407	COLUMBIA WAY	82.50
030-361-21-1	409	COLUMBIA WAY	82.50
030-361-22-1	411	COLUMBIA WAY	82.50
030-361-23-1	413	COLUMBIA WAY	82.50
030-361-24-1	415	COLUMBIA WAY	82.50
030-361-25-1	417	COLUMBIA WAY	82.50
030-361-26-1	1005	SUFFOLK CT	82.50
030-361-28-1	1010	SUFFOLK CT	82.50
030-361-29-1	1008	SUFFOLK CT	82.50
030-361-30-1	1006	SUFFOLK CT	82.50
030-361-31-1	1004	SUFFOLK CT	82.50
030-361-32-1	1206	VALLEY OAK DR	82.50
030-362-01-1	404	COLUMBIA WAY	82.50
030-362-02-1	402	COLUMBIA WAY	82.50
030-362-03-1	400	COLUMBIA WAY	82.50
030-371-01-1	201	SUFFOLK PL	82.50
030-371-02-1	203	SUFFOLK PL	82.50
030-371-03-1	205	SUFFOLK PL	82.50
030-371-04-1	207	SUFFOLK PL	82.50
030-371-05-1	209	SUFFOLK PL	82.50
030-371-06-1	211	SUFFOLK PL	82.50
030-371-07-1	803	SUFFOLK PL	82.50
030-371-08-1	805	SUFFOLK PL	82.50
030-371-09-1	807	SUFFOLK PL	82.50
030-371-10-1	901	SUFFOLK PL	82.50
030-371-11-1	903	SUFFOLK PL	82.50

APN		Situs Address	Charge
030-371-12-1	905	SUFFOLK PL	82.50
030-371-13-1	907	SUFFOLK PL	82.50
030-371-14-1	410	COLUMBIA WAY	82.50
030-371-15-1	408	COLUMBIA WAY	82.50
030-371-16-1	406	COLUMBIA WAY	82.50
030-371-17-1	301	HAMPSHIRE CT	82.50
030-371-18-1	303	HAMPSHIRE CT	82.50
030-371-19-1	305	HAMPSHIRE CT	82.50
030-371-20-1	307	HAMPSHIRE CT	82.50
030-371-21-1	309	HAMPSHIRE CT	82.50
030-371-22-1	311	HAMPSHIRE CT	82.50
030-371-23-1	308	HAMPSHIRE CT	82.50
030-371-24-1	306	HAMPSHIRE CT	82.50
030-371-25-1	304	HAMPSHIRE CT	82.50
030-371-26-1	302	HAMPSHIRE CT	82.50
030-371-27-1	300	HAMPSHIRE CT	82.50
030-372-01-1	1002	SUFFOLK CT	82.50
030-372-02-1	1000	SUFFOLK CT	82.50
030-372-03-1	906	SUFFOLK PL	82.50
030-372-04-1	904	SUFFOLK PL	82.50
030-372-05-1	902	SUFFOLK PL	82.50
030-372-06-1	900	SUFFOLK PL	82.50
030-372-07-1	810	SUFFOLK PL	82.50
030-372-08-1	808	SUFFOLK PL	82.50
030-372-09-1	806	SUFFOLK PL	82.50
030-372-10-1	804	SUFFOLK PL	82.50
030-372-11-1	802	SUFFOLK PL	82.50
030-372-12-1	800	SUFFOLK PL	82.50
030-372-13-1	212	SUFFOLK PL	82.50
030-372-14-1	210	SUFFOLK PL	82.50
030-372-15-1	208	SUFFOLK PL	82.50
030-372-16-1	902	SOUTHDOWN CT	82.50
030-372-17-1	904	SOUTHDOWN CT	82.50
030-372-18-1	906	SOUTHDOWN CT	82.50
030-372-19-1	908	SOUTHDOWN CT	82.50
030-372-20-1	910	SOUTHDOWN CT	82.50
030-372-21-1	909	SOUTHDOWN CT	82.50
030-372-22-1	907	SOUTHDOWN CT	82.50
030-372-23-1	905	SOUTHDOWN CT	82.50
030-372-24-1	903	SOUTHDOWN CT	82.50
030-372-25-1	901	SOUTHDOWN CT	82.50
030-381-01-1	410	MOODY SLOUGH RD	82.50
030-381-02-1	401	GRIFFIN WAY	82.50
030-381-03-1	403	GRIFFIN WAY	82.50
030-381-04-1	405	GRIFFIN WAY	82.50
030-381-05-1	407	GRIFFIN WAY	82.50
030-381-06-1	409	GRIFFIN WAY	82.50
030-381-07-1	1108	GRIFFIN WAY	82.50
030-381-10-1	1102	GRIFFIN WAY	82.50
030-381-11-1	1100	GRIFFIN WAY	82.50
030-381-13-1	1104	GRIFFIN WAY	82.50
030-381-15-1	1106	GRIFFIN WAY	82.50
030-382-01-1	402	GRIFFIN WAY	82.50
030-382-02-1	404	GRIFFIN WAY	82.50
030-382-03-1	406	GRIFFIN WAY	82.50
030-382-04-1	408	GRIFFIN WAY	82.50
030-382-05-1	409	NIEMANN ST	82.50
030-382-06-1	407	NIEMANN ST	82.50
030-382-07-1	405	NIEMANN ST	82.50
030-382-08-1	403	NIEMANN ST	82.50
030-391-01-1	443	COTTAGE CIR	82.50

APN		Situs Address	Charge
030-391-02-1	439	COTTAGE CIR	82.50
030-391-03-1	435	COTTAGE CIR	82.50
030-391-04-1	431	COTTAGE CIR	82.50
030-391-05-1	427	COTTAGE CIR	82.50
030-391-06-1	423	COTTAGE CIR	82.50
030-391-07-1	419	COTTAGE CIR	82.50
030-391-10-1	410	ANDERSON AVE	82.50
030-391-11-1	414	ANDERSON AVE	82.50
030-391-12-1	418	ANDERSON AVE	82.50
030-391-13-1	422	ANDERSON AVE	82.50
030-391-14-1	426	ANDERSON AVE	82.50
030-391-15-1	430	ANDERSON AVE	82.50
030-391-16-1	434	ANDERSON AVE	82.50
030-391-17-1	438	ANDERSON AVE	82.50
030-391-18-1	442	ANDERSON AVE	82.50
030-391-19-1	415	COTTAGE CIR	82.50
030-391-21-1	411	COTTAGE CIR	82.50
030-392-01-1	474	COTTAGE CIR	82.50
030-392-02-1	470	COTTAGE CIR	82.50
030-392-03-1	466	COTTAGE CIR	82.50
030-392-04-1	462	COTTAGE CIR	82.50
030-392-05-1	458	COTTAGE CIR	82.50
030-392-06-1		COTTAGE CIR	82.50
030-392-07-1	430	COTTAGE CIR	82.50
030-392-08-1	426	COTTAGE CIR	82.50
030-392-09-1	422	COTTAGE CIR	82.50
030-392-10-1	418	COTTAGE CIR	82.50
030-392-11-1	414	COTTAGE CIR	82.50
030-392-12-1	410	COTTAGE CIR	82.50
030-392-13-1	408	COTTAGE CIR	82.50
038-050-13-1	27600	CR 90	26.25
038-050-19-1		WALNUT LN	82.50
038-050-21-1	T8N	R1W POR SEC 22	26.25
038-050-23-1	T8N	R1W POR SEC 22	26.25
038-050-27-1		CR 89	26.25
038-050-29-1	901	E GRANT/705 TIMBER CRE	26.25
038-050-51-1	27710	CR 90	26.25
038-050-52-1		CR 89	26.25
038-050-57-1	999	E GRANT AVE	26.25
038-050-60-1		I-505 & RUSSELL BLVD	26.25
038-050-63-1		J-505/GRANT AVE	26.25
038-050-68-1		CR 89	82.50
038-050-72-1	27852	CR 90	26.25
038-050-73-1	27990	CR 90	26.25
038-070-12-1	800	E GRANT AVE/ 800A	165.00
038-070-22-1	112	E MAIN ST	26.25
038-070-28-1		T8N R1W	26.25
038-070-29-1	PCL 2	GATEWAY DR	26.25
038-070-30-1	PCL 4	GATEWAY DR	26.25
038-070-31-1	PCL 3	GATEWAY DR	26.25
038-070-32-1	PCL 1	GATEWAY DR	26.25
038-070-35-1		RUSSELL/BAKER/MAIN	82.50
038-170-02-1	412	MANZANITA WAY	82.50
038-170-03-1	408	MANZANITA WAY	82.50
038-170-04-1	404	MANZANITA WAY	82.50
038-170-05-1	400	MANZANITA WAY	82.50
038-170-06-1	216	BLUE OAK LN	82.50
038-170-07-1	220	BLUE OAK LN	82.50
038-170-08-1	312	E MAIN ST	82.50
038-170-09-1	308	E MAIN ST	82.50
038-170-10-1	304	E MAIN ST	82.50

APN		Situs Address	Charge
038-170-11-1	300	E MAIN ST	82.50
038-170-12-1	221	TOYON LN	82.50
038-170-13-1	217	TOYON LN	82.50
038-170-14-1	224	TOYON LN	82.50
038-170-15-1	212	E MAIN ST	82.50
038-170-16-1	208	E MAIN ST	82.50
038-170-17-1	204	E MAIN ST	82.50
038-170-18-1	200	E MAIN ST	82.50
038-170-19-1	225	CREEKSIDE WAY	82.50
038-180-01-1	201	MADRONE CT	82.50
038-180-02-1		MADRONE CT	82.50
038-180-03-1	209	MADRONE CT	82.50
038-180-04-1	208	MADRONE CT	82.50
038-180-07-1	201	CREEKSIDE WAY	82.50
038-180-08-1	205	CREEKSIDE WAY	82.50
038-180-09-1	209	CREEKSIDE WAY	82.50
038-180-10-1	213	CREEKSIDE WAY	82.50
038-180-11-1	217	CREEKSIDE WAY	82.50
038-180-12-1	221	CREEKSIDE WAY	82.50
038-180-13-1	220	TOYON LN	82.50
038-180-14-1	216	TOYON LN	82.50
038-180-15-1	212	TOYON LN	82.50
038-180-16-1	208	TOYON LN	82.50
038-180-17-1	204	TOYON LN	82.50
038-180-18-1	200	TOYON LN	82.50
038-180-19-1	301	CREEKSIDE WAY	82.50
038-180-20-1	305	CREEKSIDE WAY	82.50
038-180-21-1	205	TOYON LN	82.50
038-180-22-1	209	TOYON LN	82.50
038-180-23-1	213	TOYON LN	82.50
038-180-24-1	212	BLUE OAK LN	82.50
038-180-25-1	208	BLUE OAK LN	82.50
038-180-26-1	204	BLUE OAK LN	82.50
038-180-27-1	309	CREEKSIDE WAY	82.50
038-180-28-1	313	CREEKSIDE WAY	82.50
038-180-29-1	401	CREEKSIDE WAY	82.50
038-180-30-1	405	CREEKSIDE WAY	82.50
038-180-31-1	205	BLUE OAK LN	82.50
038-180-32-1	209	BLUE OAK LN	82.50
038-180-33-1	208	MAPLE LN	82.50
038-180-34-1	204	MAPLE LN	82.50
038-180-35-1	409	CREEKSIDE WAY	82.50
038-180-36-1	413	CREEKSIDE WAY	82.50
038-180-37-1	412	CREEKSIDE WAY	82.50
038-180-38-1	408	CREEKSIDE WAY	82.50
038-180-39-1	404	CREEKSIDE WAY	82.50
038-180-40-1	400	CREEKSIDE WAY	82.50
038-180-41-1	316	CREEKSIDE WAY	82.50
038-180-42-1	312	CREEKSIDE WAY	82.50
038-180-43-1	308	CREEKSIDE WAY	82.50
038-180-44-1	304	CREEKSIDE WAY	82.50
038-180-45-1	300	CREEKSIDE WAY	82.50
038-180-47-1	200	MADRONE CT	82.50
038-190-02-1	421	E MAIN ST	82.50
038-190-03-1	417	E MAIN ST	82.50
038-190-04-1	413	E MAIN ST	82.50
038-190-05-1	409	E MAIN ST	82.50
038-190-06-1	405	E MAIN ST	82.50
038-190-07-1	401	E MAIN ST	82.50
038-190-08-1	309	E MAIN ST	82.50
038-190-09-1	305	E MAIN ST	82.50

APN		Situs Address	Charge
038-190-10-1	301	E MAIN ST	82.50
038-190-11-1	213	E MAIN ST	82.50
038-190-12-1	211	E MAIN ST	82.50
038-190-13-1	209	E MAIN ST	82.50
038-190-14-1	207	E MAIN ST	82.50
038-190-15-1	205	E MAIN ST	82.50
038-190-16-1	203	E MAIN ST	82.50
038-190-17-1	201	E MAIN ST	82.50
038-190-18-1	200	WHITE OAK LN	82.50
038-190-19-1	204	WHITE OAK LN	82.50
038-190-20-1	208	WHITE OAK LN	82.50
038-190-21-1	212	WHITE OAK LN	82.50
038-190-22-1	216	WHITE OAK LN	82.50
038-190-23-1	220	WHITE OAK LN	82.50
038-190-24-1	224	WHITE OAK LN	82.50
038-190-25-1	300	WHITE OAK LN	82.50
038-190-26-1	304	WHITE OAK LN	82.50
038-190-27-1	308	WHITE OAK LN	82.50
038-190-28-1	312	WHITE OAK LN	82.50
038-190-29-1	316	WHITE OAK LN	82.50
038-190-30-1	320	WHITE OAK LN	82.50
038-190-31-1	400	WHITE OAK LN	82.50
038-190-32-1	404	WHITE OAK LN	82.50
038-190-35-1		E MAIN ST	82.50
038-190-36-1	309	WHITE OAK LN	82.50
038-190-37-1	308	E BAKER ST	82.50
038-190-38-1	304	E BAKER ST	82.50
038-190-39-1	300	E BAKER ST	82.50
038-190-40-1	220	E BAKER ST	82.50
038-190-41-1	216	E BAKER ST	82.50
038-190-42-1	212	E BAKER ST	82.50
038-190-43-1	208	E BAKER ST	82.50
038-190-44-1	204	E BAKER ST	82.50
038-190-45-1	200	E BAKER ST	82.50
038-190-46-1	201	WHITE OAK LN	82.50
038-190-47-1	205	WHITE OAK LN	82.50
038-190-48-1	209	WHITE OAK LN	82.50
038-190-49-1	213	WHITE OAK LN	82.50
038-190-50-1	217	WHITE OAK LN	82.50
038-190-51-1	221	WHITE OAK LN	82.50
038-190-52-1	225	WHITE OAK LN	82.50
038-190-53-1	301	WHITE OAK LN	82.50
038-190-54-1	305	WHITE OAK LN	82.50
038-190-56-1	408	WHITE OAK LN	82.50
038-201-01-1	220	WILDROSE LN	82.50
038-201-02-1	613	MANZANITA WAY	82.50
038-201-03-1	609	MANZANITA WAY	82.50
038-201-04-1	605	MANZANITA WAY	82.50
038-201-05-1	601	MANZANITA WAY	82.50
038-201-06-1	221	RED BUD LN	82.50
038-201-07-1	225	RED BUD LN	82.50
038-201-08-1	229	RED BUD LN	82.50
038-201-09-1	233	RED BUD LN	82.50
038-201-10-1	237	RED BUD LN	82.50
038-201-11-1	241	RED BUD LN	82.50
038-201-12-1	245	RED BUD LN	82.50
038-201-13-1	249	RED BUD LN	82.50
038-201-14-1	248	WILDROSE LN	82.50
038-201-15-1	244	WILDROSE LN	82.50
038-201-16-1	240	WILDROSE LN	82.50
038-201-17-1	236	WILDROSE LN	82.50

APN		Situs Address	Charge
038-201-18-1	232	WILDROSE LN	82.50
038-201-19-1	228	WILDROSE LN	82.50
038-201-20-1	224	WILDROSE LN	82.50
038-202-01-1	600	MANZANITA WAY	82.50
038-202-02-1	604	MANZANITA WAY	82.50
038-202-03-1	608	MANZANITA WAY	82.50
038-202-04-1	612	MANZANITA WAY	82.50
038-202-05-1	208	WILDROSE LN	82.50
038-202-06-1	204	WILDROSE LN	82.50
038-202-07-1	200	WILDROSE LN	82.50
038-202-08-1	196	WILDROSE LN	82.50
038-202-09-1	605	CREEKSIDE WAY	82.50
038-202-10-1	601	CREEKSIDE WAY	82.50
038-202-11-1	197	RED BUD LN	82.50
038-202-12-1	201	RED BUD LN	82.50
038-202-13-1	205	RED BUD LN	82.50
038-202-14-1	209	RED BUD LN	82.50
038-203-01-1	245	WILDROSE LN	82.50
038-203-02-1	241	WILDROSE LN	82.50
038-203-03-1	237	WILDROSE LN	82.50
038-203-04-1	233	WILDROSE LN	82.50
038-203-05-1	229	WILDROSE LN	82.50
038-203-06-1	225	WILDROSE LN	82.50
038-203-07-1	221	WILDROSE LN	82.50
038-203-08-1	217	WILDROSE LN	82.50
038-203-09-1	213	WILDROSE LN	82.50
038-203-10-1	209	WILDROSE LN	82.50
038-203-11-1	205	WILDROSE LN	82.50
038-203-12-1	201	WILDROSE LN	82.50
038-203-13-1	197	WILDROSE LN	82.50
038-203-14-1	193	WILDROSE LN	82.50
038-203-15-1	616	CREEKSIDE WAY	82.50
038-203-16-1	612	CREEKSIDE WAY	82.50
038-203-17-1	608	CREEKSIDE WAY	82.50
038-203-19-1		RED BUD LN	82.50
038-203-20-1	512	CREEKSIDE WAY	82.50
038-203-21-1	508	CREEKSIDE WAY	82.50
038-203-22-1	504	CREEKSIDE WAY	82.50
038-203-23-1	500	CREEKSIDE WAY	82.50
038-204-01-1	513	CREEKSIDE WAY	82.50
038-204-02-1	509	CREEKSIDE WAY	82.50
038-204-03-1	505	CREEKSIDE WAY	82.50
038-204-04-1	501	CREEKSIDE WAY	82.50
038-204-05-1	205	MAPLE LN	82.50
038-204-06-1	204	RED BUD LN	82.50
038-204-07-1	208	RED BUD LN	82.50
038-204-08-1	209	MAPLE LN	82.50
038-204-09-1	500	MANZANITA WAY	82.50
038-204-10-1	504	MANZANITA WAY	82.50
038-204-11-1	508	MANZANITA WAY	82.50
038-204-12-1	512	MANZANITA WAY	82.50
038-205-01-1	220	RED BUD LN	82.50
038-205-02-1	224	RED BUD LN	82.50
038-205-03-1	228	RED BUD LN	82.50
038-205-04-1	232	RED BUD LN	82.50
038-205-05-1	236	RED BUD LN	82.50
038-205-06-1	240	RED BUD LN	82.50
038-205-07-1	244	RED BUD LN	82.50
038-205-09-1	245	MAPLE LN	82.50
038-205-10-1	241	MAPLE LN	82.50
038-205-11-1	237	MAPLE LN	82.50

APN		Situs Address	Charge
038-205-12-1	233	MAPLE LN	82.50
038-205-13-1	229	MAPLE LN	82.50
038-205-14-1	225	MAPLE LN	82.50
038-205-15-1	221	MAPLE LN	82.50
038-205-16-1	501	MANZANITA WAY	82.50
038-205-17-1	505	MANZANITA WAY	82.50
038-205-18-1	509	MANZANITA WAY	82.50
038-205-19-1	513	MANZANITA WAY	82.50
038-210-01-1		E MAIN ST	82.50
038-210-02-1		E MAIN ST	82.50
038-210-04-1		E MAIN ST	82.50
038-210-05-1		E MAIN ST	82.50
038-210-06-1		E MAIN ST	82.50
038-210-07-1		E MAIN ST	82.50
038-210-08-1		E MAIN ST	82.50
038-210-09-1		E MAIN ST	82.50
038-210-10-1		E MAIN ST	82.50
038-210-11-1		E MAIN ST	82.50
038-220-02-1		E MAIN ST	82.50
038-220-03-1		E MAIN ST	82.50
038-220-04-1		E MAIN ST	82.50
038-220-05-1		E MAIN ST	82.50
038-220-06-1		E MAIN ST	82.50
903-460-01-1	803# 47	W GRANT AVE	82.50

Total Charge
Parcel Count

\$189,112.50
2,030.00



STAFF REPORT

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, City Manager *JWD*
FROM: Nicholas J. Ponticello, City Engineer
DATE: May 6, 2008
SUBJECT: Authorization to amend the Professional Services Contract with ZSI Incorporated in the amount of \$23,860 for design of renovation plans for the East Street Sewer Pump Station Motor Control Centers.

RECOMMENDATION: Staff recommends the City Council authorize the City Manager to amend the Professional Services Contract with ZSI Incorporated in the amount of Twenty Three Thousand Eight Hundred Sixty Dollars (\$23,860) for cost adjustments to the SCADA contract and for the development of designs, specifications, and engineer's cost estimate to renovate the motor control centers at the East Street Pump Station and El Rio Villa Pump Station .

BACKGROUND: On February 5, 2008, City Council authorized the City Manager to contract with ZSI for the implementation of a Citywide SCADA system. This eighteen month, \$284,973, professional services contract includes installing SCADA at the East Street and the El Rio Villa Pump Stations. The project includes two parts. The first task is to design the SCADA system including final estimates of construction costs. The second task is for implementation of the SCADA system with the approved designs. The designs were submitted to the City Engineer in March. They were reviewed and additional components were added that will increase safety and reduce O&M costs. The additional cost for these items is \$8,820. A schedule of the cost has NOT been attached with this report

In addition, the motor control centers at two sewer pump stations, East Street and El Rio Villa, are schedule to be replaced. Council has previously approved the budget for this replacement. Replacement of the MCCs should be done at the same time or prior to installation of the SCADA. This MCC replacement work was not included with the SCADA project because the qualification of SCADA integrators does not necessarily include qualification for design of MCCs. Therefore, in order to maximize the number of qualified bidders, the MCC replacement was not part of the SCADA project. ZSI is the approved SCADA designer and integrator and since ZSI, as a certified electrical engineering company, has the qualification to design the MCC replacements, Staff would like to amend ZSI's SCADA contract to include the development of professional designs and plans for renovation of the MCCs at the East Street and El Rio Villa Pump Stations.

For the MCC design, ZSI submitted the attached scope of work and cost proposal not to exceed \$23,860 which is less than the engineer's estimate of \$24,400 for design of both stations. Construction based on the designs will be performed under a separately bid construction contract.

Approval of this addendum will increase the current Council approved expenditure for the ZSI contract to \$317,653

ALTERNATIVES: The alternative to amending ZSI's contract would be to advertise an RFP for this design service. It is anticipated that the proposals received would exceed ZSI's because ZSI is already performing work at these stations and should have a cost advantage.

FISCAL IMPACT: The project will be funded through the Water & Sewer Bond.

Attachment: (1) ZSI scope of work and cost proposal for the MCC replacement design.



City of Winters
Attn: Jim Fletter
318 First Street
Winters, CA 95694

March 24, 2008

Subject: Motor Control Center Proposals

Thank you for the opportunity to provide you with a quotation for the City's two (2) new Motor Control Centers (MCCs). The scope of work for both MCCs is as follows:

- 1) Provide specifications and drawings for the purpose of soliciting quotations from manufacturers and / or electricians to furnish and install MCCs.
- 2) Develop construction and demolition plans showing all known existing aboveground and underground structures and equipment that will involve or interfere with the project construction.
- 3) Provide MCC elevation plans and section details and wiring diagrams.
- 4) All plans shall be in conformance with the National Electrical Code (NEC 2008).
- 5) Work with PG&E as necessary for general project approval.
- 6) Conduct two brainstorming meetings with the City and their contract wastewater operator (EcoResources) to gather their input for design of the new facilities.
- 7) Provide as many drafts of the plans and specification to the City Engineer as necessary for final approval.
- 8) Provide an Engineer's cost estimate and schedule for construction.

201 East St – Sewer Pump Station #2

Specifications and Drawings Not-to-Exceed \$12,810

100 Myrtle Ct, "El Rio Villa" – Sewer Pump Station #4

Specifications and Drawings Not-to-Exceed \$11,050

If the City elects to have ZSI perform the scope of work for both sites concurrently, then you may reduce the combined Not-to-Exceed value of \$23,860 by \$1,870 to a new combined total of \$21,990 due to the increased efficiency anticipated by performing these two tasks together.

Again we appreciate the opportunity to work with you and the City of Winters. Should you have any questions, please don't hesitate to let me know.

Very truly yours,

Greg Steiger, VP of ZSI, Inc.

FA_ZSI_StandardsGeneral_External Letter - GTS.doc Monday, March 24, 2008 4:47 PM

Page 1 of 1

P.O. Box 253 ■ Sonoma ■ California ■ 95476 ■ (707) 996 5432 ■ Fax (707) 996 5416 ■ www.zsil.com
Licenses: PE: E014852; UL: E177918; C10: 743537



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: May 6, 2008
THROUGH: John W. Donlevy, Jr., City Manager: *John W. Donlevy, Jr.*
FROM: Shelly Gunby, Director of Financial Management *Shelly Gunby*
SUBJECT: Contract with Foresight Consulting for Water and Sewer Rate Analysis

RECOMMENDATION:

Approve issuing a contract to Foresight Consulting for the preparation of a Water and Sewer Rate Analysis, and authorize the City Manager to sign the contract with Foresight Consulting.

BACKGROUND:

City Council has directed staff to obtain a Water and Sewer Rate Analysis to obtain information regarding the issue of water rates and the impact of installing meters and switching to a consumption based billing system for the City of Winters.

Staff prepared a Request for Proposals (RFP) for consultants to provide the analysis of the current water and sewer systems, prepare a 7 year financing plan and recommend rates based on both a flat fee (the type of billing we currently do) and a consumption based fee system. Staff received 4 proposals, and after reviewing the proposals, interviewing the consultants and reviewing references for the consultants, staff recommends Foresight Consulting for the project. Foresight Consulting was the lowest bid. Foresight Consulting is located in Davis, which will make meetings with the consultant and staff much easier to arrange. Foresight Consulting's references had extremely positive comments when contacted by staff.

Staff has prepared a contract for \$28,974 which is the proposed amount of \$26,340 plus 10% for any changes to the scope of work that might occur as we implement the project.

FISCAL IMPACT:

\$14,487 in expenditures for the Water Operations and Maintenance Fund 611 for 2008/2009

\$14,487 in expenditures for the Sewer Operation and Maintenance Fund 621 for 2008/2009

ATTACHMENTS:

City of Winters Consultants Agreement

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



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

CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 025-08

THIS AGREEMENT is made at Winters, California, as of May 6, 2008, by and between the City of Winters ("the CITY") and Foresight Consulting "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated March 28, 2008. Consultant shall provide said services at the time, place, and in the manner specified by the City of Winters and Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed dollars (\$28,974), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant



foresight consulting
financial solutions for municipal utilities

2010 Amador Avenue
Davis California 95616
530.297.5856
gclumpner@sbcglobal.net
foresightconsultants.com

March 28, 2008

Shelly Gunby
Director of Financial Management
City of Winters
318 First Street
Winters, CA 95694

Subject: Proposal: Water and Sewer Rate Study – City of Winters

Dear Shelly:

Foresight Consulting is pleased to submit our proposal to provide the services you have requested in the City's RFP for a water and sewer rate study.

Your RFP indicates that the City needs a rate consultant with proven experience in rate design – especially conversion from flat to consumption-based rate structures – and implementation of full-scale metering programs. Other priorities include compliance with Prop 218, rate equity, and water conservation.

We have extensive recent experience in conservation-oriented rate design and conversion from flat to multi-tiered rates (e.g., the Cities of Azusa, Modesto, Pomona, Ripon, Yountville, and Lake County). We also prepared the rate analysis to convert the City of Davis' sewer rates from flat to winter-consumption based rates just a few months ago.

Our approach to this study will be to carefully evaluate the City's revenue requirements, water consumption data, and billing records. These evaluations will provide the basis for developing rate alternatives that fully fund operating and capital costs but also provide a high degree of revenue stability. Our goal in this study is to recommend rate structures that will be compatible with the City's billing system, are easy to understand, and easy to implement and administer.

Our project team, which includes two senior rate specialists with over 20 years of experience each, will not be replaced during this study and tasks will not be delegated to junior staff. Our clients have given us high marks; we encourage you to contact our references regarding our performance.

We look forward to discussing this study with you further in the near future. Meanwhile, please feel free to call me at 530.297.5856 if you have any questions about our proposal.

Sincerely,

Foresight Consulting

Greg Clumpner
Senior Economist/Principal

1. KEY STAFF & RECENT EXPERIENCE

Mr. Greg Clumpner formed Foresight Consulting five years ago after 18 years of professional experience preparing rate analyses for local water and sewer municipalities and assisting with growth and capital improvement issues. More than 90% of the firm's work is rate analyses, with the remainder covering various aspects of infrastructure planning studies and project financing.



Mr. Clumpner is an economist with national and international experience in water and sewer projects and an academic background including a Masters' Degree in Managerial Economics from the University of California at Davis. His 23 years of experience include 13 years as a senior economist and rate consultant with CH2M Hill, and completion of more than 100 water and sewer rate studies, primarily for California clients.

The following chart summarizes Foresight's recent experience:

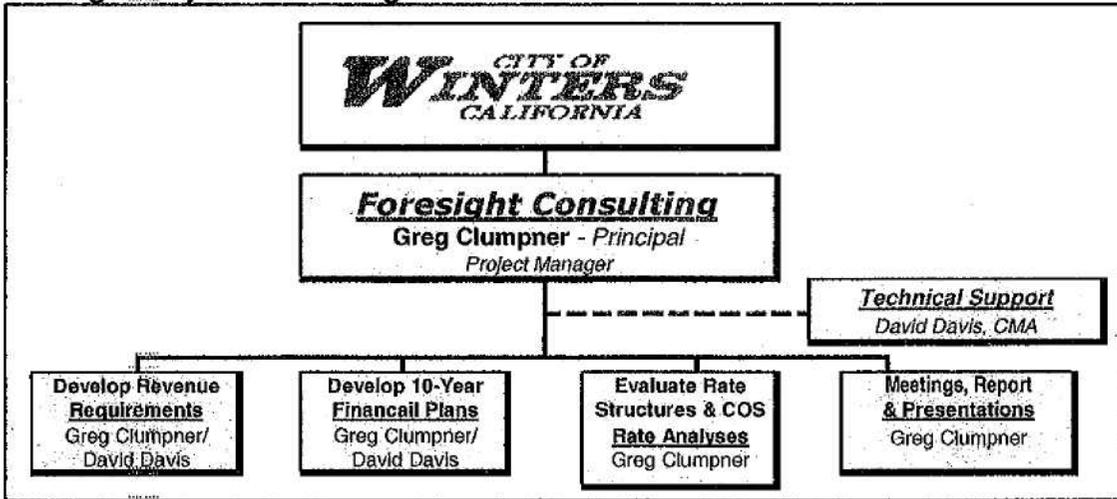
Foresight Consulting – Recent Water & Wastewater Rate Experience

Water/Sewer Utility	Recent Foresight Clients						
	C.O.S. Rates	New Rate Structure	Water Conservation	Financial Plan	Rate Model	Connection Fees	Special Concerns
◦ Azusa Light & Water (City of Azusa)	Water	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Rate Design & Prop 218 Concerns
◦ Lake County (Special Districts Office)	Water/WW	<input checked="" type="checkbox"/>	Re-Design Water/Sewer Rates, Conservation				
◦ City of Portola	Water/WW	<input checked="" type="checkbox"/>	Conservation, Re-Use Rates & Rate Design				
◦ Santa Nella County Water District	Water/WW	<input checked="" type="checkbox"/>	Formation of New 7,000 Unit Subdivision				
◦ City of Ripon	Water		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Non-Potable Water Use & CIP Funding
◦ Valley of the Moon Water District	Water	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Zonal Energy Charge Alternatives
◦ Town of Yuba City	Water/WW	<input checked="" type="checkbox"/>	Re-structuring Rates				
◦ City of Mt. Shasta	Water/WW	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Re-structuring Rates
◦ City of Davis	WW	<input checked="" type="checkbox"/>	Major WWTP Upgrade				
◦ City of Modesto	Water	<input checked="" type="checkbox"/>	Major Improvements & Rate Design				
◦ City of Imperial Beach	WW/Stormwater	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Incorporate Storm Water Into Sewer Budget
◦ City of Lakeport	Water/WW	<input checked="" type="checkbox"/>	Legal Review/Rate Resolutions				
◦ City of Riverbank	WW	<input checked="" type="checkbox"/>	WWTP Upgrade & WW Rate Re-structuring				
◦ City of Corning	WW			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WWTP Upgrade

Foresight Project Team – Mr. Clumpner will be responsible for the day-to-day oversight of the study and serve as the primary rate analyst. He will be assisted by Mr. David Davis of MSW Consultants on various accounting, budgeting, and financial management tasks.

Financial Management/Accounting Subconsultant – Mr. David Davis will provide technical assistance with budget, accounting, and overall technical and quality review. Mr. Davis is a Certified Management Accountant (CMA) with over 20 years of professional experience; he graduated from Cal State Fullerton with a B. A. in Finance in 1983. Mr. Davis often teams with Foresight on rate studies, and together they recently completed water and sewer rate studies for the Cities of Azusa, Pomona, and Orange.

The following organizational chart summarizes the Foresight team staff and relationships on this study.

Foresight Project Team – Organizational Chart**2. CLIENT REFERENCES****No. 1 – Town of Yountville, CA – Water & Sewer Rate Analysis**

Client Contact: Richard Stranzl, Finance Director, City Hall, 6550 Yount St.,
Yountville, CA 94599, Phone: 707.944.8851

"Mr. Clumpner demonstrated considerable knowledge of water and sewer rates, rate structures, and overall enterprise financial operations. He professionally and respectfully considered the policy issues raised by Council and staff. Finally, he clearly conveyed, explained and clarified the technical recommendations of the study to our Council. Ultimately, the Town Council accepted the study, which includes significant structural changes to our rate system and which will move use towards a multi-year approach to rate adjustments and greater financial stability for both enterprises." – Richard Stranzl, Finance director, Town of Yountville, CA.

No. 2 – City of Azusa, CA - Municipal Water Rates

Client Contact: Joseph Hsu, Director of Utilities (or Cary Kalscheuer, Assistant Director)
729 N. Azusa Avenue, Azusa, CA, Phone: 626.812.5174

"Your professionalism and patience in walking City staff through the various steps involved in the rate setting process helped us to explain the methodology in simple terms at the public hearing where rate adjustments were approved. Having experienced staff guide Azusa through this process made efficient and effective use of our time. Your draft reports were also high in quality and required minimal changes on our part." – Cary Kalscheuer, Assistant Director of Utilities, Azusa Light & Water.

No. 3 – Santa Nella Co. Water District – Water & Sewer Rates and Connection Fees

Client Contact: Amy Belasco, Office Manager, Santa Nella County Water District
12931 S Hwy 33, Santa Nella, CA, Phone: 209.826.0920

No. 4 – City of Ripon, CA – Comprehensive Water Rate Study

Client Contact: Matt Machado, former City Engineer (now with Stanislaus Co.)
Phone: 209-525-6552 (Stanislaus County Engineering Dept.)

"I found Greg to be attentive and knowledgeable, always conducting himself in a professional manner, while being equally responsive to the concerns and questions of City Staff. As an end result, the Water Rate Study by Foresight Consulting Services conveyed recommendations and alternative scenarios for our review in a thorough and understandable way." – Matt Machado, (former) City Engineer, City of Ripon.

No. 5 – City of Davis, CA – Sewer Rate Analysis & Consumption-Based Sewer Rates

Client Contact: Sue Gedestad, Operations Administrator, Public Works Dept.,
1717 5th Street, Davis, CA, Phone: 530.757.5686

3. APPROACH FOR COMPLETING THE RATE STUDY

Study Objectives – The overall objectives for this study are to:

- Evaluate rate alternatives, including continued flat and metered/volume-based rates
- Promote water conservation while minimizing rates as much as possible
- Adequately fund water and sewer operations and planned capital improvements

Other concerns include projecting expenses related to a metering program and meeting Prop 218 requirements. The selected consultant will need to (1) carefully evaluate consumption, billing, and customer account data, (2) ensure the rate alternatives are compatible with the City's billing system, and (3) provide rate alternatives that are easy to understand, implement, and administer. Finally, the ultimate purpose of this study is to provide the City with the basis for determining whether to continue with flat rates or complete a metering program and switch to volumetric water rates.

Foresight's technical approach to this study will employ rate methodologies that conform to regulatory guidelines and industry standards. The recommended rates will be simple to administer and compatible with the City's current billing system.

4. SCOPE OF WORK

Our scope of work combines water and sewer tasks to the extent possible, although we separate the cost-of-service analysis where there are notable differences. This scope is consistent with the study requirements and services in the City's RFP, and we plan to assist the City with the Prop 218 issues as needed. We have also provided several enhancements, such as adding a kick-off meeting, a comprehensive analysis of water consumption data, a thorough financial plan, and an additional public meeting.

Kick-Off Meeting

Although not requested in the City's RFP, we propose a kick-off meeting to ensure we have a common understanding of the study and the data available, and to coordinate specific tasks. Particularly, we would like to review and discuss the City's metering data and projected water demands, since these are critical components in volumetric rates.

Task 1 - Develop Revenue Requirements

The revenue requirement is the amount of revenue that must be recovered from rates. Determining the water and sewer revenue requirement involves (1) identifying budget projections by major budget categories (e.g., capital improvements, personnel, etc.), and (2) subtracting non-rate revenue to determine the net revenue requirements.

As requested in the City's RFP, we will identify three alternatives for funding a metering program, along with three corresponding alternatives for recovering metering costs from residential customers. These alternatives will receive special attention in our presentations. We have recently worked with several utilities on metering programs to develop plans for installing meters and converting to a volumetric rate structure. These clients include the cities of Modesto and Mt. Shasta, and Lake County/Special Districts.

Task 2 - Develop 10-Year Financial Plans

This task includes preparing a financial plan for each utility. There are two parts to each financial plan; the water utility financial plan will include the three alternatives for metering the City's entire service area and will identify the number of homes metered each year along with the costs for each alternative. Although we list this task prior to the cost-of-service (COS) rate analysis, the financial plans and COS analyses actually work together to determine the final recommended rate increases, as follows:

- **Financial Plans** determine the overall annual percentage rate increases needed to meet revenue requirements, but do not address the cost-of-service differences or rate equity between or within customer classes.
- **Cost-of-Service Rate Analyses** allocate revenue requirements between and within customer classes and ensure that the resulting rates are equitable. This task sets rates at a level that meets the financial plan’s annual revenue requirements.

Task 3 - Evaluate Rate Structures

This task evaluates the current rate structure and customer classes and develops new rate structures for volumetric water rates and residential sewer rates based on winter consumption. We will discuss and address any apparent problems, including policy-level issues, along with other desired changes to the water and sewer rate structures such as:

- Water rate structure:
 - trade-offs between revenue stability and water conservation goals
 - how tier breakpoints and tiered rates are set¹
 - cost allocations between base rates and volume-based charges
 - how minimum water volumes might used in calculating base charges
- Sewer rate structure
 - customer classifications in the rate structure, including non-standard multi-family connections, mixed use, and industrial customers with multiple sites
 - rate structures for commercial sewer customers
 - volume-based charges for residential customers based on winter water use
 - appropriate rate structure(s) for industrial customers

We will discuss various rate structure alternatives with City staff early in the study and then incorporate the most promising alternatives into the remainder of the rate analysis.

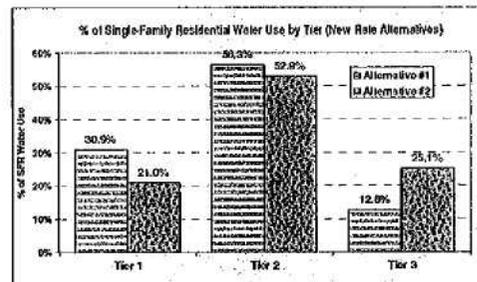
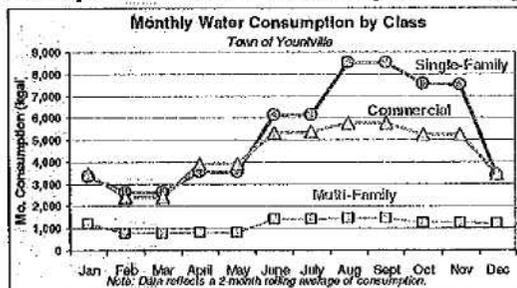
Task 4 – Evaluate Water Consumption Data

We will evaluate the City’s two-years of metered residential water consumption data in order to develop an solid basis for a metered water rate structure, including:

- typical water consumption by month and customer class
- the number of meters/accounts by consumption level (i.e., a distribution curve of consumption identifying the number of residential customers in each tier)
- water consumption by tier for each rate alternative

Various graphs and tables will be used to help illustrate the results of this analysis to City Council members and the public, similar to the figures shown below.

Examples of Water Consumption Analysis:



¹ To review a recent technical paper by Greg Clumpner discussing the principles of developing conservation-based water rates, please see Foresight’s website (www.foresightconsultants.com).

Since there can be significant city-to-city variations in consumption patterns, the results of this analysis will be important and serve as the basis for accurately predicting the total amount of revenue generated within each tier of a new volumetric-based rate structure. Accurate data on consumption and the number of customers within each tier also allows accurate adjustments of tier breakpoints and tier rates.

Task 5 – Cost of Service Rate Analysis

Once budget projections, revenue requirements, and analysis of consumption and customer account data have been completed, the cost-of-service rate analysis will be undertaken. Both water and sewer rate analyses will follow industry standards and AWWA methodologies. We have separated the water and sewer rate analyses in this part of the study.

5.1 – Water Rate Analysis – Overview. Our proposed cost-of-service analysis for water rates will follow an AWWA methodology, using a commodity-demand methodology involving functionalizing costs and then allocating those costs to each customer class.

Effective conservation-oriented water rates typically target specific customers and their consumption patterns. This is because, as seen in the figure to the left, typical single-family residential customers are different than other customer classes; they have higher annual consumption and higher summer-time peaking factors. This is why conservation programs should, and typically do focus on single-family residential customers².

Flat Rates (Water) – Calculating flat rates for water utility customers is a very straight-forward analysis that essentially allocates all the costs within a customer class to the fixed (flat) rate, similar to the analysis shown in Table 5.1.

Table 5.1 – Calculation of Flat Rates

New Fixed Monthly Rates - N. Lakeport (FY'08-09)	
Lake County Special Districts	
Accounts	5/8-3/4" Meters
Total Accounts (a)	1,204
Extra Units (Additional SFD's) (a)	308
Monthly Fixed Rates	
Customer Costs (\$/Acct) (c)	\$4.22
Capacity Costs (\$/Accts & Extra Units) (d)	\$13.96
Variable Costs	\$34.42
Total Mo. Base Charge	\$52.59
Annual Revenue from Fixed Mo. Rates	
Customer Costs (Charged only to accounts)	\$60,899
Capacity Costs (Charged to Accts. & Extra Units)	\$253,303
Variable Costs	\$624,502
Total	\$938,703

Commodity Rates (Water) – Calculating commodity rates (and the related base rates) requires functionalizing the water revenue requirements into categories for customer, capacity, distribution, and commodity functions in a table similar to the one shown in Table 5.2 below.

Table 5.2 – Cost Allocations for Water Revenue Requirements

Functional Cost Allocations (FY'07-08) - Net Revenue Requirements Only ¹										
Azusa Light & Water										
Budget Category	Projected 2007-08	Functional Allocations (%)				Allocated Cost by Function (\$/year)				TOTAL
		FIXED (a)		VARIABLE (a)		FIXED (a)		VARIABLE (a)		
		CUSTOMER	CAPACITY	DISTRIB	COMMODITY	CUSTOMER	CAPACITY	DISTRIB	COMMODITY	
Operations (a)										
Production	\$ 4,936,143	0%	0%	0%	100%	\$ -	\$ -	\$ -	\$ 4,936,143	\$ 4,936,143
Water Rights Lease Cost (#%)(a)	\$ 1,231,801	0%	0%	0%	100%	\$ -	\$ -	\$ -	\$ 1,231,801	\$ 1,231,801
Transmission and Distribution	\$ 2,505,734	0%	30%	70%	0%	\$ -	\$ 751,720	\$ 1,754,014	\$ -	\$ 2,505,734
Customer Accounting and Sales	\$ 3,187,177	50%	0%	0%	50%	\$ 1,593,589	\$ -	\$ -	\$ 1,593,589	\$ 3,187,177
Administrative and Engineering	\$ 1,145,330	0%	50%	25%	25%	\$ -	\$ 572,665	\$ 286,333	\$ 286,333	\$ 1,145,330
Total Operating Expenditures	\$14,932,319					\$1,600,876	\$2,263,771	\$2,983,008	\$ 8,084,666	\$ 14,932,319
Capital Improv. Expenditures (a)	\$ 4,000,000	0%	50%	25%	25%	\$ -	\$2,000,000	\$1,000,000	\$ 1,000,000	\$ 4,000,000
Total Operating & Capital	\$18,932,319					\$1,600,876	\$4,263,771	\$3,983,008	\$ 9,084,666	\$ 18,932,319
less: Other Revenue (b)	\$ (4,378,608)	11%	13%	18%	57%	\$ (495,636)	\$ (578,678)	\$ (801,255)	\$ (2,503,039)	\$ (4,378,608)
Net Revenue Requirements	\$14,553,811					\$1,105,239	\$3,685,193	\$3,181,751	\$ 6,581,627	\$ 14,553,811
% of Net Revenue Requirements		7.6%	25.3%	21.9%	45.2%					100.0%
Total Fixed/Variable Costs						\$4,790,433		\$9,763,378		\$ 14,553,811
Total Fixed/Variable Percent			32.9%		67.1%					100.0%

² Foresight presented a paper on this aspect of conservation rates at the Sacramento AWWA conference last fall. We would be happy to provide the City with a copy of that paper.

Each budget line item will be identified by the percentages allocated to each function. Base charges then consist of costs allocated to customer and fixed capacity functions, while volumetric charges will include costs allocated to distribution and variable functions (see the highlighted cells in Table 5.2).

Base rate calculations will rely on AWWA’s methodology of equivalent meters, which allocates costs based on the hydraulic capacity of the meters in developing these base rates (often called meter service charges). Residential size meters serve as the basis of an “equivalent meter”.

Volumetric rates will be calculated using all costs not previously allocated to base rates. The resulting volumetric rates will be set at levels that generate the revenue required from each of the residential classes, thereby fulfilling cost-of-service requirements.

Water Conservation and Volumetric Residential Rates – Water conservation rates targeting residential customers typically have a multi-tiered rate structure, while non-residential rates are single-tiered. The goal of multi-tiered (residential) volumetric rate structures is to create appropriate tier breakpoints and differentials between the tiered rates. This is as much an “art” as it is a “science” and therefore needs to be tailored each city’s specific consumption patterns and rate objectives. As we mentioned above, this is why the analysis of the City’s water consumption data we will be important for successfully designing the City’s residential rate structure.

5.2 – Emergency Water Rate Structure – We will prepare a rate structure that can be used as a drought-response plan and/or to address other supply interruptions. Drought-related rate adjustments will be linked to the projected level of water shortage. This same approach can also be used as an “emergency rate schedule” in response to system shortages due to, for example, a sudden loss of wells, pumping stations, or other transmission facilities.

Although we have recently prepared these types of rate structures for several clients, due to space limitations we will not provide examples of those plans here, but would be happy to discuss these examples with the City upon request.

5.3 – Sewer Rate Analysis

Overview of Sewer Rate Analysis – The sewer revenue requirements developed in Task 1 will be functionalized by effluent parameter (flow, BOD and TSS) and then divided by the total units of each parameter in order to calculate unit costs. Those unit costs will then be allocated to each customer class based on their total units of flow, BOD and TSS; this will determine the revenue requirements for each customer class.

Residential Flat Rates – The revenue requirements by customer class are developed by multiplying the unit costs by the total annual units for each customer class. Monthly flat rates for residential customer classes are then determined by simply dividing those revenue requirements by the number of residential customers (as shown in Table 5.5).

Table 5.5 – Calculation of Residential Sewer Flat Rates

Calculation of COS Residential Service Charges (FY’07-08) City of Riverbank							
Customer Classes	Mo. Service Charges			Volume Charges		Total Revenue Requirement	Total Monthly Service Charge
	Fixed Portion of Revenue	Number of Accounts or Billing Units (b)	Mo. Service Charges - Fixed Portion (\$/B.U./mo.)	Flow & BOD Portion of Revenue Requirements Vol. Costs (c) (\$/yr.)	Vol. Charge (\$/mo.) (d)		
Residential	<i>(\$/yr)</i>	<i>(Billing Units)</i>	<i>\$/B.U./mo.</i>	<i>(\$/yr.)</i>	<i>(\$/mo.) (d)</i>	<i>(\$/yr.)</i>	<i>(\$/mo./B.U.)</i>
Single Family/Churches	\$64,901	5,970	\$0.91	\$1,499,466	\$20.93	\$1,564,367	\$21.84
Multiple-Residential	\$1,087	422	\$0.21	\$71,459	\$14.11	\$72,546	\$14.33
Mobile Homes	\$85	263	\$0.02	\$29,075	\$9.21	\$29,140	\$9.23
Subtotal - Residential	\$66,054	6,655	--	\$1,600,000	--	\$1,666,054	--

Non-Residential Sewer Rates. A similar methodology will be used for non-residential sewer customers, except that volume-related costs will be separately identified and allocated to different types of commercial and industrial customers. The relative “strength” of the wastewater effluent generated by each non-residential class, along with the unit costs and their respective loadings will be the basis for developing non-residential base and volume-related sewer charges.

Since non-residential customers have both a base charge and a volume-based charge (at least for customers that have meters), the base charge only includes costs such as billing and general administrative costs, while volume-based charges include all remaining costs (e.g., flow- and strength-related costs).

Table 5.6 shows how non-residential flat and volume-related sewer charges are calculated based on their loadings and unit costs.

Table 5.6 – Example of Non-Residential Flat and Volume-Based Rates

Commercial Service Charges			Volume Charges		Typical Monthly Service Charges	Volume Charges	
Service Charge Rev. (\$/yr)	No. of Accounts or Billing Units (b)	Monthly Service Charges (\$/B.U./mo.)	Flow & BOD Revenue Requirements (\$/yr)	Avg. Vol. Charge (\$/mo.) (d)		Annual Water Use Above the 10 hcf Min. (e)	Volume Charge (\$/cu.ft.)
Commercial Offices	17	\$10.06	\$8,278	\$40.58	\$50.63	7,541	\$0.01098
Laundromats	2	\$10.18	\$3,089	\$128.69	\$138.87	2,782	\$0.01110
Commercial Retail	119	\$9.56	\$29,674	\$20.78	\$30.34	26,855	\$0.01105
Auto Shops, Service Stations	17	\$10.18	\$8,614	\$42.22	\$52.41	7,263	\$0.01186
Hospitals, Assl. Living Facilities	4	\$11.56	\$14,714	\$308.54	\$318.10	10,495	\$0.01402
Hotels/Motels (f)	1	\$8.68	\$1,266	\$105.46	\$114.14	1,152	\$0.01099
Restaurants & Mkts w/ deli's	10	\$10.93	\$4,466	\$37.22	\$48.15	1,675	\$0.02666
Restaurants w/ Full Kitchens	16	\$10.18	\$17,772	\$92.56	\$102.74	7,626	\$0.02330
Subtotal - Commercial	186		\$87,871			65,390	
<i>Total Revenue Collected =</i>			<i>\$109,815</i>	<i>Allocated Revenue Requirements =</i>		<i>\$109,815</i>	

Residential Volume-Based Sewer Rates. Using winter water consumption (to eliminate most of the landscape water consumption), volume-based residential rates will be calculated using a methodology similar this non-residential rate methodology. A base rate will include billing and general administrative costs, while volume-based charges include all remaining costs (e.g., flow- and strength-related costs). We will assume that the relative “strength” of both residential and non-residential customers will be based on State revenue program guidelines. We will also work with City staff to work out the details of how the metering plan alternatives will be incorporated into these winter consumption-based residential rates.

We recently completed a conversion of residential rates from flat to winter-consumption based rates for the City of Davis. We would be happy to discuss with City staff the details and specific approach of that conversion process.

Task 6 – Meetings, Presentations and Study Report

We will provide the following meetings and presentations:

- **Kick-Off Meeting with City Staff** – Discussed in Task 1.
- **Two (2) Meetings to Discuss Preliminary Proposal** – We will prepare a PowerPoint presentation for a working session with the City Council and then conduct another meeting to solicit comments from the public. If an additional meeting is required, we will provide that at no additional cost to the City.
- **One (1) Council Meeting for Final Presentation** – We will present the final report and recommendations at a regular City Council meeting.

We will provide a draft study report, including the proposal presented to the City Council in a workshop and to the public in a public meeting. A final report³ will incorporate comments from the public presentation. We will emphasize the need for a clear, concise, and understandable report using tables, graphs, and charts as appropriate.

5. SCHEDULE FOR PROJECT COMPLETION

The City has indicated the new rates will be adopted no sooner than 1/1/09. Therefore, allowing time for Prop 218 process and public notice, we would plan to have the rate study completed no later than the end of September 2008.

6. FEE SCHEDULE

The Foresight team will perform the scope of work described in this proposal to the City of Winters for a not-to-exceed contract amount of **\$26,340**, as detailed in the table below. This cost proposal is valid for 90 days from the date of this proposal.

We will submit monthly invoices showing hours spent by task. Invoices will be due within 30 days. There are **no** direct expenses (e.g., travel expenses, express mail, etc.) that we will bill the City for; we will not bill the City for travel time or auto mileage.

Foresight Consulting Team Fee Schedule for City of Winters - Water & Sewer Rate Study						
Tasks	Labor Hours			Labor Costs		Total Costs
	Clumpner	Davis	Total	Clumpner \$155	Davis \$135	Labor & Expenses
Task 1 - Develop Revenue Requirements	12	4	16	\$1,860	\$540	\$2,400
Task 2 - Develop 10-Year Financial Plans	16	4	20	\$2,480	\$540	\$3,020
Task 3 - Evaluate Rate Structures	10	0	10	\$1,550	\$0	\$1,550
Task 4 - Evaluate Water Consumption Data	20	0	20	\$3,100	\$0	\$3,100
Task 5 - Cost-of-Service Rate Analysis						
5.1 Water Rate Analysis	24	2	26	\$3,720	\$270	\$3,990
5.2 Sewer Rate Analysis	24	2	26	\$3,720	\$270	\$3,990
5.3 Emergency Water Rate Structure	6	0	6	\$930	\$0	\$930
Subtotal - Task 5	54	4	58	\$8,370	\$540	\$8,910
Task 6 - Report, Meetings and Presentations						
6.1 Kick-off Meeting & Data Collection	4	0	4	\$620	\$0	\$620
6.2 Three Meetings/Presentations w/ City Council	20	0	20	\$3,100	\$0	\$3,100
6.3 Study Report	16	4	20	\$2,480	\$540	\$3,020
Subtotal - Task 6	40	4	44	\$6,200	\$540	\$6,740
Project Management	4	0	4	\$620	\$0	\$620
Total Budget	156	16	172	\$24,180	\$2,160	\$26,340

³ Final report includes 10 copies, reproducible original and electronic copies (MS Word & Excel).

Mr. Greg Clumpner
Senior Economist/Principal



OVERVIEW OF EXPERIENCE

Mr. Clumpner's 24-year professional career has focused on financial and economic analyses and management consulting assignments for municipal water, wastewater and solid waste agencies. His increasing level of responsibilities on projects has typically involved both technical and project management aspects of studies addressing operating and capital improvement alternatives. He is an expert in developing financial models and proforma analyses to evaluate the consequences of various infrastructure development alternatives. Relevant experience includes:

- **Cost-of-Service Rate Studies** – Preparing revenue requirements, rate structure analyses, cost-of-service studies, multi-year financial plans, conservation-oriented water rate structures, and Prop 218 requirements for water, sewer, and solid waste utilities.
- **Management Consulting & Strategic Planning** – Operational and financial analyses related to funding strategies for municipal agencies and system operations.
- **Project Financing/Bond Feasibility Studies** – Preparing bond feasibility reports; more than \$450 million in revenue bonds; acquisition or construction of municipal facilities.

Cost-of-Service Rate Studies

- **Water Rate Studies and Financial Plans** – Prepared cost-of-service water rate studies, including analysis of switching from flat rates to conservation-oriented/multi-tiered rate structures, multi-year financial plans addressed annual cashflows, reserve levels, and rate adjustments. Recent clients: Cities of Azusa, Pomona, Modesto, Morgan Hill, Ripon, Mount Shasta, Lakeport, Yountville, Williams, Riverbank, Lake County, Valley of the Moon Water District, Santa Nella CWD, and numerous other California clients.
- **Sewer Rate Studies and Financial Plans** – Prepared cost-of-service rate studies, revenue requirements, and cost allocations including rate structure analysis and re-design, and incorporation of capital improvement programs. Multi-year financial plans addressed annual cashflows, reserve levels, inter-fund transfers, and rate adjustments. Clients included more than 70 cities throughout California and the U.S.

EDUCATION

M.S., Agricultural/Managerial Economics, University of California, Davis.

B.S., Environmental Planning and Management, University of California, Davis.

PROFESSIONAL HISTORY

Foresight Consulting Services, Economist and Principal, 1/03 to present.

Hilton Farnkopf & Hobson, LLC: Senior Associate, 2/98 to 1/03.

Resource Management Int'l, Inc.: Principal Executive Consultant, 11/97 to 11/98.

CH2M HILL: Project Manager/Senior Economist, 3/84 to 11/97.

MOST RECENT ARTICLE AND PRESENTATION

"Conservation Rates and the New Age of Supply Shortages – Using Water Conservation Data to Design an Effective Water-Conservation Rate Structure," Technical Paper prepare for AWWA Publication, November, 2007.

"Conservation and the Consumption Conundrum: The Relationship Between Water Consumption Patterns and Effective Multi-Tiered Water Rates" Presentation at the AWWA Fall Conference, Sacramento, California, October 25, 2007 (Co-authored with Greg Baird, CFO/Assistant General Manager, Aurora Water, Aurora, CO).

Mr. David Davis, CMA
Certified Management Accountant



OVERVIEW OF EXPERIENCE

Mr. David Davis is a Certified Management Accountant (CMA). His 21-year career has focused on cost accounting and utility rate making. He has held executive management positions in both the private and public sectors. He has served as a financial controller for a private sector waste management company, and served as the accounting manager for the City of Riverside's water and electric utilities.

Additionally, Mr. Davis has provided management consulting and financial advisory services to over 50 local government agencies, including cities, counties and Special Districts. Mr. Davis' experience includes:

- **Rate Design and Cost-of-Service Studies** – Analyzing cost and operational data, allocating costs, developing revenue requirements, designing customer rates, and communicating results to staff and elected officials.
- **Economic Analysis and Feasibility Studies** – Performing needs assessments and competitive market analysis, developing and analyzing the cost of alternative scenarios, and preparing reports of findings and recommendations.
- **Fee Audits** – Evaluating internal controls, developing and selecting appropriate data samples, evaluating and testing data samples, preparing work papers, and preparing audit reports.

REPRESENTATIVE PROJECTS

Cost of Service Water Rate Study, City of Azusa – Mr. Davis assisted Foresight in preparing new water rates. Specific tasks included preparing revenue requirements, budget projections, analysis of funding alternatives, and review of rate analysis and model. He also provided overall quality control and technical review of the study report.

Water Rate and Connection Fee Study, City of Modesto – Serving as the technical reviewer and rate analyst, Mr. Davis assisted Foresight in preparing new water rates and connection fees. This was a complex project in that the City was planning for significant new capital projects and the City had decided to re-design its rate structure by incorporate what was previously three separate rate structures into a single uniform rate schedule. Intense public and industry scrutiny resulted from the need to increase rates by approximately 100% over a three-year period.

Sewer Rate Study and Policy Analysis, City of Orange – Recently assisted the City in updating its citywide sewer rates. The City transitioned from flat rates to consumption-based rates for sewer-related services (sewer and stormwater maintenance, etc.).

EDUCATION

B. A., Finance, California State University, Fullerton

PROFESSIONAL HISTORY

- MSW Consultants: Temecula, California, Principal, January 2000 to present.
- Hilton Farnkopf & Hobson: Newport Beach, California, Senior Associate, 1992 to January 2000.
- City of Riverside: Utilities Accounting/Finance Manager, 1991 to 1992.
- Waste Management, Inc.: Lancaster and Hemet, California, Controller, 1986 to 1991.

Exhibit "B" Provided by Consultant

Included in Exhibit A

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

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

CONSULTANT shall file with the City Clerk concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

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

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

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

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

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

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

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

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

Acceptance of insurance certificates and endorsements required under this Agreement does

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

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

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

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

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

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

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



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: May 6, 2008
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Shelly Gunby, Director of Financial Management *[Signature]*
SUBJECT: Findings for Use of Tax Allocation Bond Funding for Construction of the Public Safety Facility (Joint Police/Fire Station)

RECOMMENDATION:

1. Hold a Joint City Council/Community Development Agency Public Hearing regarding the use of the use of up to \$6.8 million of the non-housing 2007 tax allocation bond proceeds for the construction and installation of the Public Safety Facility.
2. Adopt Resolution 2008-12, A Resolution of the City Council of the City of Winters Making Certain Findings Pursuant to California Health and Safety Code Section 33445..
3. Adopt Resolution 2008-13, A Resolution of the Winters Community Development Agency Making Findings Pursuant to California Health and Safety Code Section 33445 and Authorizing Certain Other Matters.

BACKGROUND:

In May 2007, the Winters Community Development Agency issued \$11,470,000 in Tax Allocation Bonds. Bond Proceeds were to be used for

- Construction of a public safety facility at \$4.0 million
- Expansion of a wastewater treatment facility at \$ 2.0 million and
- Certain other infrastructure replacement or extensions (including water lines, storm drains, sewer lines and street improvements at \$2.4 million.

The balance of the public safety facility, estimated at \$8.4 million total cost was to be funded through development impact fees, however, not all of the impact fees have materialized, and the current amount of bond proceeds to be used for the public safety facility is \$6.8 million. Health and Safety Code Section 33445 requires a public hearing be held, and findings be adopted that there are no other practical sources for financing

the public safety facility.

FISCAL IMPACT:

None.

ATTACHMENTS:

Summary Report Regarding Payment By the Winters Community Development Agency for all or a portion of the cost of the construction and installation of a Public Safety Facility to benefit to the City of Winters Community Development Project Area.

Resolution 2008-12 A Resolution of the City Council of the City of Winters Making Certain Findings Pursuant to California Health and Safety Code Section 33445

Resolution 2008-13 A Resolution of the Winters Community Development Agency making Findings Pursuant to California Health and Safety Code Section 33445 and Authorizing Certain Other Related Matters.

SUMMARY REPORT REGARDING PAYMENT BY THE
WINTERS COMMUNITY DEVELOPMENT AGENCY FOR
ALL OR A PORTION OF THE COST OF THE
CONSTRUCTION AND INSTALLATION OF A PUBLIC
SAFETY FACILITY OF BENEFIT TO THE CITY OF
WINTERS COMMUNITY DEVELOPMENT PROJECT AREA

DATED: March 25, 2008

Estimate of Taxes

The Agency proposes to pay for all or a portion of the cost of the construction and installation of a public safety facility, consisting of a joint police and fire station, and related improvements (the "Safety Facility Project") and other public capital improvements of benefit to the Winters Community Development Project Area (the "Project Area") from the proceeds of the Agency's City of Winters Community Development Project Area Tax Allocation Bonds, Series 2007 (the "Bonds"), previously issued by the Agency.

The Bonds were issued in the aggregate principal amount of \$11.47 million and has an overall true interest cost of approximately 4.72 percent. The Agency pays debt service on the Bonds from taxes ("tax increment revenues") allocated to the Agency pursuant to Section 33670(b) of the Law with respect to the Project Area. The sum of the principal of and interest on the Bonds through their scheduled final maturity in 2038 is approximately \$23.16 million. From the net sale proceeds from the Bonds available for Agency projects, the Agency currently expects to use approximately \$6.8 million (which is approximately 60 percent of such net sale proceeds) to finance the Safety Facility Project.

To the extent that the proceeds of the Bonds are not sufficient to pay for all of the costs of the Safety Facility Project and the other intended improvements, the balance of such costs will be paid for using other funds available to the Agency or the City of Winters (the "City").

The amounts set forth in this report are based on the current estimates of costs and availability of other funds that the Agency believes are reasonable. Such amounts may vary depending on the actual costs and availability of funds.

Facts Supporting Determinations

The Project Area is an area in which there exists a combination of conditions of blight that causes a reduction of, or lack of, proper utilization of the area to such an extent that it constitutes a physical, social and economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment. The existence of inadequate public improvements and public facilities in the Project Area cannot be remedied by private or

governmental action without redevelopment. The lack of adequate public improvements and facilities, including police and fire protection facilities, hinders economic development opportunities and contributes to the existence of depreciated and stagnant property values and impaired investments in the Project Area.

The existing police and fire protection facilities are in need of costly and significant upgrades in order to meet the growing demands of the community, the most cost effective way to upgrade the existing facilities is to construct a new facility to house both operations. The construction of a new police and fire station is needed to provide adequate level of police and fire protection services. The police and fire station facility will address needs that are essential to the safety, health and welfare of the residents and businesses of the Project Area and the City.

The budget constraints of the City and the extraordinary voter approval requirements applicable to traditional methods of financing (such as general obligation bonds and community facilities district special tax bonds) as a practical matter prevent the City from financing the Safety Facility Project by any other means. No moneys of the City were, are or are reasonably expected to be available on a long-term basis under the budget of the City to pay for such installation and construction. Traditional methods of financing such as the issuance of general obligation bonds are unavailable as a practical matter because of the extraordinary majority voter approval requirements of two-thirds of the electorate. Assessment financing or special tax financing could overburden benefiting properties with assessments or special taxes and, in addition, special taxes require a two-thirds vote and assessments are subject to a majority protest. The cost of the Safety Facility Project is not within the City's budget.

The Safety Facility Project is consistent with the Agency's implementation plan.

Redevelopment Purpose: Elimination of Blight

The Safety Facility Project will serve a basic purpose of redevelopment. Redevelopment includes the provision of structures as may be appropriate or necessary in the interest of the general welfare. A fundamental purpose of redevelopment is to expand employment opportunities and to provide an environment for the social, economic and psychological growth and well-being of all citizens.

The Safety Facility Project will assist in the elimination of blight in the Project Area, which is caused by the lack of adequate public improvements and facilities, and will assist in the revitalization of the Project Area, improve the quality of life, help to reverse depreciated or stagnant property values and impaired investments, encourage private sector investment, assist in retaining existing businesses, and encourage business expansion, all for the health, safety and welfare of the residents and taxpayers of the Project Area and the City.

RESOLUTION NO. 2008-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WINTERS MAKING CERTAIN FINDINGS PURSUANT
TO CALIFORNIA HEALTH AND SAFETY CODE
SECTION 33445**

WHEREAS, the Winters Community Development Agency (the "Agency") is a redevelopment agency authorized pursuant to the Community Redevelopment Law of the State of California, being Part 1 of Division 24 (commencing with Section 33000) of the California Health and Safety Code, as amended (the "Law") to incur indebtedness for the purpose of financing certain redevelopment activities for the benefit of its redevelopment project areas; and

WHEREAS, pursuant to the Law, the City Council of the City of Winters (the "City") approved and adopted a redevelopment plan (the "Redevelopment Plan") for a redevelopment project area of the Agency known and designated as the "City of Winters Community Development Project Area" (the "Project Area"), and all requirements of law for, and precedent to, the adoption and approval of the Redevelopment Plan have been duly complied with; and

WHEREAS, the Redevelopment Plan contemplates that the Agency would issue from time to time bonds to finance a portion of the costs of the redevelopment of the Project Area; and

WHEREAS, the Agency has issued its City of Winters Community Development Project Area Tax Allocation Bonds, Series 2007 (the "Bonds"), to finance the costs of certain projects of benefit to the Project Area; and

WHEREAS, the Agency proposes to use a portion of the proceeds from the sale of the Bonds to finance, in whole or in part, the construction and installation of a public safety facility, consisting of a joint police and fire station, and related improvements (the "Safety Facility Project"), which will benefit the Project Area; and

WHEREAS, pursuant to Section 33679 of the Law, after notice duly published in accordance with the Law, the City Council held a public hearing on this date with respect to use of tax increment revenues for the proposed Safety Facility Project to be financed with a portion of the proceeds from the sale of the Bonds and received evidence concerning the public benefits therefrom; and

WHEREAS, there has been made available in the office of the City Clerk for two weeks prior to such public hearing for public inspection and copying, at a cost not to exceed the cost of duplication, a summary report (the "Summary Report") which includes all of the following: (i) an estimate of the amount of tax increment revenues allocated to the Agency which the Agency proposes to use to pay for all or part of the cost of the Safety Facility Project, including interest payments; (ii) the facts supporting the determinations required to be made by

the City pursuant to Section 33445 of the Law; and (iii) the redevelopment purpose for which such tax increment revenues will be used to pay for the Safety Facility Project;

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

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

Section 2. Further Findings Regarding the Safety Facility Project. The City Council hereby finds and determines, based on the Summary Report and other information presented to the City Council as follows: (i) the Safety Facility Project is of benefit to the Project Area; (ii) the payment of funds for the cost of such land acquisition and public capital improvements will assist in the elimination of one or more blighting conditions inside the Project Area; (iii) the payment of funds for the cost of the Safety Facility Project is consistent with the Agency's implementation plan adopted pursuant to Section 33490 of the Law; and (iv) no other reasonable means of financing such improvements is available to the City.

Section 3. Approval of Payment by Agency. The City Council hereby approves payment by the Agency for the cost of the Safety Facility Project from funds legally available to the Agency, including tax increment revenues from the Project Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED and ADOPTED this 6th day of May, 2008.

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae
Mayor of the City of Winters

ATTEST:

Nanci G. Mills
City Clerk of the City of Winters

RESOLUTION NO. 2008 -13

A RESOLUTION OF THE WINTERS COMMUNITY DEVELOPMENT AGENCY MAKING FINDINGS PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 33445 AND AUTHORIZING CERTAIN OTHER RELATED MATTERS

WHEREAS, the Winters Community Development Agency (the "Agency") is a redevelopment agency authorized pursuant to the Community Redevelopment Law of the State of California, being Part 1 of Division 24 (commencing with Section 33000) of the California Health and Safety Code, as amended (the "Law") to incur indebtedness for the purpose of financing certain redevelopment activities for the benefit of its redevelopment project areas; and

WHEREAS, pursuant to the Law, the City Council of the City of Winters (the "City") approved and adopted a redevelopment plan (the "Redevelopment Plan") for a redevelopment project area of the Agency known and designated as the City of Winters Community Development Project Area (the "Project Area"), and all requirements of law for, and precedent to, the adoption and approval of the Redevelopment Plan have been duly complied with; and

WHEREAS, the Redevelopment Plan contemplates that the Agency would issue from time to time bonds to finance a portion of the costs of the redevelopment of the Project Area; and

WHEREAS, the Agency has issued its City of Winters Community Development Project Area, Tax Allocation Bonds, Series 2007 (the "Bonds") to finance the costs of certain capital projects of benefit to the Project Area; and

WHEREAS, the Agency proposes to use a portion of the proceeds from the sale of the Bonds to finance, in whole or in part, the construction and installation of a public safety facility, consisting of a joint police and fire station, and related improvements (the "Safety Facility Project"), which will benefit the Project Area; and

WHEREAS, Section 33445 of the Law authorizes the Agency, with the consent of the City Council, to, among other things, pay all or a part of the cost of installation and construction of certain public improvements, which are or will, upon completion, become publicly owned, upon the making of certain findings; and

WHEREAS, pursuant to Section 33679 of the Law, after notice duly published in accordance with the Law, the Agency held a public hearing on this date with respect to use of tax increment revenues for the proposed Safety Facility Project to be financed with a portion of the proceeds from the sale of the Bonds and received evidence concerning the public benefits therefrom; and

WHEREAS, there has been made available in the office of the City Clerk for two weeks prior to such public hearing for public inspection and copying, at a cost not to exceed the cost of duplication, a summary report (the "Summary Report") which includes all of the following: (i) an estimate of the amount of tax increment revenues allocated to the Agency which the Agency proposes to use to pay for all or part of the cost of the Safety Facility Project, including interest payments; (ii) the facts supporting the determinations required to be made by the Agency pursuant to Section 33445 of the Law; and (iii) the redevelopment purpose for which such tax increment revenues will be used to pay for the Safety Facility Project;

NOW, THEREFORE, THE WINTERS COMMUNITY DEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

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

Section 2. Findings Relating to the Safety Facility Project. The Agency hereby finds and determines, based on the Summary Report and other information presented to the Agency as follows: (i) the Safety Facility Project is of benefit to the Project Area; (ii) the payment of funds for the cost of such land acquisition and public capital improvements will assist in the elimination of one or more blighting conditions inside the Project Area; (iii) the payment of funds for the cost of the Safety Facility Project is consistent with the Agency's implementation plan adopted pursuant to Section 33490 of the Law; and (iv) no other reasonable means of financing such improvements is available to the City.

Section 3. Approval of Payment by Agency. The payment for the cost of the Safety Facility Project from available funds of the Agency, including tax increment revenues derived from the Project Area, is hereby approved.

Section 4. Other Acts. The officers of the Agency are hereby authorized and directed to do such things and to execute and deliver such instruments that they may deem necessary or advisable in order to effectuate the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED and ADOPTED this 6th day of May 2008

AYES:

NOES:

ABSENT:

ABSTAIN:

Michael Martin
Chair of the Winters Community Development Agency

ATTEST:

Nanci G. Mills
Clerk of the Winters Community Development Agency



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE : May 6, 2008
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Parking Ordinance Update

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing on the an amendment to the Winters Municipal Code Pertaining to Stopping, Standing and Parking; and
2. Introduce Ordinance No. 2007-04, AN ORDINANCE OF THE CITY OF WINTERS AMENDING CHAPTER 10.16 OF THE MUNICIPAL CODE PERTAINING TO STOPPING STANDING AND PARKING.

BACKGROUND:

Over the past few years, Staff has received an ever increasing rise in complaints from residents regarding persons regularly storing their recreational vehicles, trailers and boats on the public street. Specifically, the complaints center around unattached "fifth wheels", recreational trailers and boats being parked in front of residences on the public street for extended periods of time. In some cases, permanently.

Under the City's Municipal Code, parking is limited to 120 consecutive hours of parking before a vehicle must be moved. Unfortunately, this requires the Police Department to chalk the tires and schedule re-checks. The definition of "move" is also vague.

The Municipal Code also prohibits the parking or storage of commercial vehicles in residential areas.

In a review of many City streets, the storage of cars, boats and trailers is becoming pervasive. These range from the smaller tent trailers or ski boats to the very large travel trailers. In some cases, the size of these vehicles rival those of commercial vehicles and are being parked on a residential street. The result of this storage has multiple effects:

- Visual Nuisance- Outside storage in the public right of way impacts the attractiveness of the neighborhood. As one resident has put it, "the view outside my living room window says Country Squire". In some cases, these trailers are not newer models, making them extremely unattractive.

Parking Ordinance Revision

Agenda Report- May 6, 2008

Page 2

- Maintenance- Residents know that the City is not enforcing No Parking on Street Sweeping Days. In most cases, these trailers are not moved, resulting in an accumulation of debris due to the lack of street sweeping.
- Safety- In some cases, these trailers are being stored on corner lots and on side streets. The large trailers are parked on or near the corners, creating a large visual barrier to cars making turns. In all practicality, this creates a blind intersection for motorists turning due to the reduced site distance.
- Enforcement- Due to limited staffing and repeated complaints, the Police Department finds itself in a "cat and mouse" game with some trailer owners. Many residents are extremely frustrated by neighbors storing trailers and repeatedly call for service because the trailer has been in the same location for in excess of 120 hours. The problem arises in the definition of whether the trailer has been "moved". The result is an adversarial situation where neighbor is pitted against neighbor, one neighbor feeling he is being falsely accused by Police of storing the trailer, and another neighbor feeling his rights to a "nice" neighborhood, unfettered by someone storing a large trailer in front of their home and "the City is doing nothing about it".

Additionally, Staff is encountering problems with persons living and/or occupying trailers and recreational vehicles on City streets. In some cases, persons have been emptying restroom tanks into public trash cans.

DISCUSSION:

Staff is recommending that the City Council adopt the attached amendment to the municipal code to refine the parking ordinance to increase clarity and place more clearly defined restrictions on the storage of recreational trailers and boats in the public right of way. This proposed amendment would include:

1. Prohibition of parking unattached trailers in or on any public right of way within the City of Winters.
2. A 72 hour parking restriction for all vehicles and trailers on Winters street.
3. Establishment of a permitting process whereby residents with recreational trailers or boats can purchase an on street storage permit for up to 36 total days per year for a specified trailer parked in front of their owner occupied residence. Under the permit, trailers could be stored unattached for a cumulative period of not more than 36 days total in any calendar year.
4. A re-definition of moving a vehicle to mean " a minimum of 1,000 linear feet" from a specified address and non-parking in front of the address for a period of not less than 72 hours, or on to a private property.
5. A strict prohibition against persons living or occupying a recreational vehicle unless permitted for a period not to exceed 120 hours, but not more than 14 calendar days total per year.

The Ordinance will not provide for the prohibition of storage of recreational trailers, boats or vehicles on private property, outside of the public right of way. This recommendation only deals with storage in the streets or public right of way.

FISCAL IMPACT:

Costs for increased enforcement and increased revenues from citations. Actual amounts to be determined.

ATTACHMENT:

Proposed Ordinance.

ORDINANCE NO. 2007-04

AN ORDINANCE OF THE CITY OF WINTERS
AMENDING CHAPTER 10.16 OF THE MUNICIPAL CODE
PERTAINING TO STOPPING, STANDING, AND PARKING

The City Council of the City of Winters does ordain as follows:

SECTION 1: Section 10.16.010 of the Municipal Code of the City of Winters is hereby amended to read as follows:

Section 10.16.010 Application of Regulations

A. The provisions of this chapter prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times specified in this Chapter, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

B. The provisions of this Chapter imposing a time limit on standing or parking shall not relieve any person from the duty to observe other and more restrictive provisions of the Vehicle Code or this code of this city prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

C. For purposes of this Chapter:

"Vehicle" means any device used for the transportation of persons or property as defined in section 670 of the California Vehicle Code.

"Unattached trailer" means a vehicle that is not self-propelled, was originally designed for carrying persons or property, including boats, and for being drawn by a motorized vehicle, and is not attached to a motorized vehicle that is capable of immediately propelling and towing such unattached trailer.

"Recreational vehicle" means any vehicle, whether self-propelled or drawn by another motorized vehicle, which was originally designed or permanently altered, and equipped or used for human habitation. The term "recreational vehicle" includes, but is not limited to, motor homes, travel trailers, 5th-wheel trailers, campers, and tent trailers. The term "habitation" means the use of a vehicle for temporary or permanent living quarters.

SECTION 2: Section 10.16.050 of the Municipal Code of the City of Winters is hereby amended to read as follows:

Section 10.16.050 Use of streets for storage of vehicles prohibited

No person who owns or has possession, custody or control of any vehicle or recreational vehicle shall park such vehicle or recreational vehicle upon any street or alley for more than a consecutive seventy-two (72) hour period.

No person who owns or has possession, custody or control of an unattached trailer shall leave standing any unattached trailer upon any street or alley within the City.

For purposes of this Chapter, a vehicle or recreational vehicle shall be deemed to be parked in violation of this section when it has not moved at least one thousand (1,000) feet or on to a private property within a consecutive seventy-two (72) hour period.

Any vehicle, recreational vehicle or unattached trailer parked in violation of this Chapter may be removed by the Chief of Police, or his/her designee, in accordance with Sections 22651 and 22669 of the California Vehicle Code.

SECTION 3: Section 10.16.055 is added to Chapter 10.16 of the Municipal Code of the City of Winters to read as follows:

10.16.055 Habitation of Vehicles on Streets

It shall be unlawful for any person who owns or has possession, custody or control of any vehicle, recreational vehicle or unattached trailer, to use or allow the use of such vehicle for human habitation or occupancy. The term "habitation" means the use of a vehicle for temporary or permanent living quarters.

SECTION 4: Section 10.16.270 is added to Chapter 10.16 of the Municipal Code of the City of Winters to read as follows:

10.16.270 Exemptions, Issuance of Permits

Notwithstanding sections 10.16.050 and 10.16.055, the Chief of Police, or his/her designee, may issue permits for the temporary stopping, parking, standing or habitation of vehicles, recreational vehicles or unattached trailers on a street or alley, subject to the following conditions:

- A. A permit for the temporary stopping, parking or standing of vehicles shall be for up to a maximum of thirty-six (36) total days per calendar year for each vehicle. A permit for the temporary habitation or occupancy of a vehicle shall be for up to a maximum of fourteen (14) total days per calendar year for each vehicle, however, each habitation or occupancy period shall not exceed one hundred and twenty (120) consecutive hours. Each habitation or occupancy period must be separated by at least ten (10) days.
- B. A permit for stopping, standing or parking of a vehicle may only be issued to the property owner of a single family residence.
- C. No more than one (1) permit may be issued to a property owner at any given time.
- D. A permit shall restrict the stopping, parking or standing of a vehicle, recreational vehicle or unattached trailer to that portion of the street or alley immediately in front of and abutting the property upon which the single family residence is located.

E. A permit shall be immediately revocable if the vehicle, recreational vehicle or unattached trailer poses a safety concern, in the sole and absolute discretion of the Chief of Police.

F. The Chief of Police, or his/her designee, may impose any additional conditions that he/she deems necessary to protect the health, safety and general welfare of the community.

Appeals regarding the issuance of permit by any interested person may be made to the City Manager within ten (10) days of issuance. The decision of the City Manager regarding any appeals shall be final.

The City Council may by resolution establish fees for the issuance of permits authorized by this Section.

SECTION 5. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Winters hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

SECTION 6. Effective Date.

This ordinance shall be in full force and effective 30 days after its adoption and shall be published and posted as required by law.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on May 15, 2007, and was passed and adopted at a regular meeting of the City Council held on May 6, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: May 6, 2008
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: Budget Adjustment

RECOMMENDATION:

Adopt Resolution 2008-17, A Resolution of the City Council of the City of Winters Amending the City of Winters 2007-2008 Adopted Operating Budget..

BACKGROUND:

On June 27, 2007 the 2007-2008 Operating Budget was approved by the City Council. Subsequent to the adoption of the budget, additional needs have been identified. We have computers in 2 police patrol cars that need to be replaced and a third computer needs to be replaced when the new patrol car is purchased. Additionally, one patrol vehicle is in need of extensive and expensive repairs, and staff recommends purchasing a new vehicle instead of expending funds on a 7 year old vehicle.

FISCAL IMPACT:

Expenditure of funds from Traffic Safety Fund for the purchase of the computers, and expenditure of funds from Capital Equipment Replacement Fund for the purchase of the vehicle. No general fund expenditure is required.

ATTACHMENTS:

RESOLUTION 2008-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS AMENDING THE CITY OF WINTERS 2007-2008
ADOPTED OPERATING BUDGET**

WHEREAS, On June 27, 2007 the City Council of the City of Winters adopted operating budget for Fiscal Year 2007-2008; and

WHEREAS, Additional purchases for patrol vehicle computers are necessary ;
and

WHEREAS, one patrol vehicle is requiring repairs that are so extensive and expensive it is prudent to replace the vehicle;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2007-2008 be amended as follows:

251-57611-210 (Traffic Safety Fund)	\$29,112.74
427-57612-210 (Capital Equipment Replacement Fund)	\$30,000.00
243-54719-210 (Cops More Grant)	\$ 1,610.61

PASSED AND ADOPTED by the City Council, City of Winters, this 6th day of May 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 6, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Elliot Landes, Associate
SUBJECT: Solar Power Purchase Agreement

RECOMMENDATION: Authorize the City Manager to enter into a contract to with MP2 Capital to install a 200 kW photovoltaic solar installation at the Waste Water Treatment Facility, and agree to purchase power for that site from MP2 Capital for 25 years according to the schedule in the contract.

BACKGROUND: MP2 Capital of san Rafael, Ca, has responded to a City inquiry with a proposal to build a 200KW photovoltaic (PV) power generating plant at the site of the Wastewater Treatment Facility (WWTF) on Moody Slough Rd.

The proposal calls for the City to purchase power from MP2 Capital for that site, starting at a rate 10 percent below what PG&E currently charges. The charges will increase three percent per year. The contract length will be 25 years.

MP2 Capital will pay all costs for the project, which operates under the guidelines of the California Solar Incentive, an incentive program providing rebates and tax credits for alternative energy installations. MP2 Capital will own and maintain the plant.

City Attorney John Wallace has suggested changes to the original contract proposed by MP2, and those changes have been incorporated.

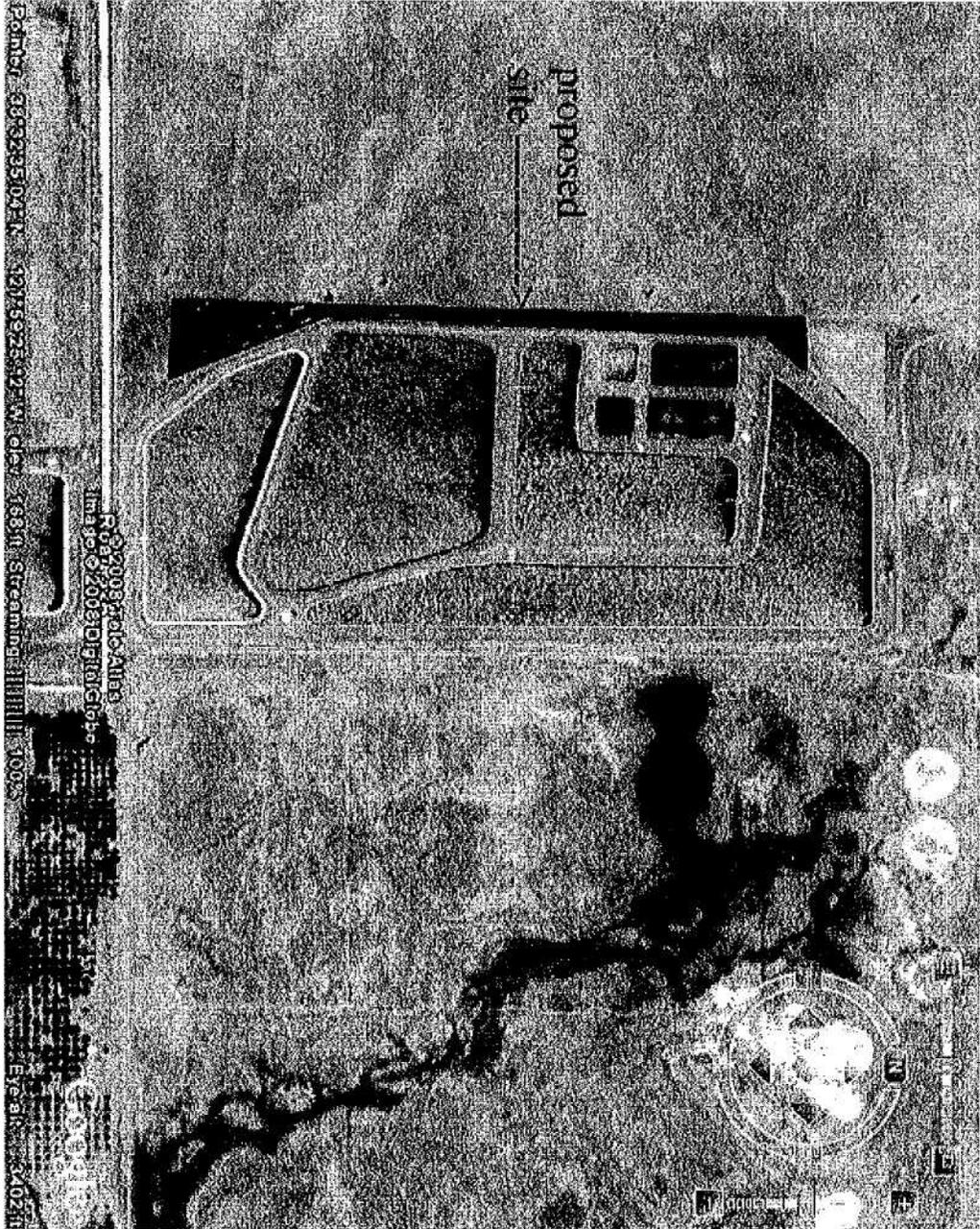
The contract creates opportunities for the City to purchase the installation after six years at a 40 percent discount, should the City wish to own and operate the plant at that point.

The system will be installed along the west edge of the plant, inside the west fence. City Engineer Nick Ponticello has visited the site with MP2 and has approved the site, pending inquiries into PG&E easements at the line of power poles. A title report shows

no easement at that part of the site, but PG&E representative Brad Rice has asked that access to the poles be preserved.

TIMELINE: Our reservation application with the California Solar Initiative has been received, and the city has paid PG&E an application fee of \$2,670. The installation needs to be completed in the current year, because the investment tax credit is scheduled to end December 31, 2008.

FISCAL IMPACT: No cost other than some engineer consulting fees; likely savings in energy costs, unless PG&E pricing increases less than three percent per year.



Cost comparison -- City of Winters Waste Water Treatment Plant #2
 Solar Output Model - 200kW (DC) system

	PV Production	Degradation	Rate Per kWh	Escalation	Payable to MP2	Payable to PGE	Assumed Increase	Projected Savings	Percent Savings
Year 1	345,490	0.5%	0.194	3.0%	\$ 66,946	\$ 74,384	4%	\$ 7,438	10.00%
Year 2	343,762	0.5%	0.200	3.0%	\$ 68,609	\$ 77,434	4%	\$ 16,263	11.40%
Year 3	342,043	0.5%	0.206	3.0%	\$ 70,314	\$ 80,609	4%	\$ 26,557	12.77%
Year 4	340,333	0.5%	0.212	3.0%	\$ 72,062	\$ 83,914	4%	\$ 38,409	14.12%
Year 5	338,631	0.5%	0.218	3.0%	\$ 73,852	\$ 87,354	4%	\$ 51,911	15.46%
Year 6	336,938	0.5%	0.225	3.0%	\$ 75,687	\$ 90,936	4%	\$ 67,159	16.77%
Year 7	335,254	0.5%	0.231	3.0%	\$ 77,568	\$ 94,664	4%	\$ 84,255	18.06%
Year 8	333,577	0.5%	0.238	3.0%	\$ 79,496	\$ 98,545	4%	\$ 103,304	19.33%
Year 9	331,909	0.5%	0.245	3.0%	\$ 81,471	\$ 102,585	4%	\$ 124,418	20.58%
Year 10	330,250	0.5%	0.253	3.0%	\$ 83,496	\$ 106,791	4%	\$ 147,714	21.81%
Year 11	328,599	0.5%	0.260	3.0%	\$ 85,571	\$ 111,170	4%	\$ 173,313	23.03%
Year 12	326,956	0.5%	0.268	3.0%	\$ 87,697	\$ 115,728	4%	\$ 201,343	24.22%
Year 13	325,321	0.5%	0.276	3.0%	\$ 89,876	\$ 120,473	4%	\$ 231,940	25.40%
Year 14	323,694	0.5%	0.285	3.0%	\$ 92,110	\$ 125,412	4%	\$ 265,242	26.55%
Year 15	322,076	0.5%	0.293	3.0%	\$ 94,399	\$ 130,554	4%	\$ 301,397	27.69%
Year 16	320,465	0.5%	0.302	3.0%	\$ 96,745	\$ 135,907	4%	\$ 340,559	28.82%
Year 17	318,863	0.5%	0.311	3.0%	\$ 99,149	\$ 141,479	4%	\$ 382,889	29.92%
Year 18	317,269	0.5%	0.320	3.0%	\$ 101,613	\$ 147,280	4%	\$ 428,556	31.01%
Year 19	315,682	0.5%	0.330	3.0%	\$ 104,138	\$ 153,318	4%	\$ 477,736	32.08%
Year 20	314,104	0.5%	0.340	3.0%	\$ 106,726	\$ 159,604	4%	\$ 530,615	33.13%
Year 21	312,534	0.5%	0.350	3.0%	\$ 109,378	\$ 166,148	4%	\$ 587,385	34.17%
Year 22	310,971	0.5%	0.360	3.0%	\$ 112,096	\$ 172,960	4%	\$ 648,249	35.19%
Year 23	309,416	0.5%	0.371	3.0%	\$ 114,881	\$ 180,051	4%	\$ 713,419	36.20%
Year 24	307,869	0.5%	0.382	3.0%	\$ 117,736	\$ 187,433	4%	\$ 783,116	37.19%
Year 25	306,330	0.5%	0.394	3.0%	\$ 120,662	\$ 195,118	4%	\$ 857,573	38.16%

**PG&E Weighted Average Retail Electricity Prices
(Source: California Energy Commission)**

Year	Average increase	Annual Average Increase Thru 2005		
		since 1980	since 1990	since 2000
		4.48%	2.68%	5.15%
1980	4.76			
1981	6.05	27.10%	27.10%	27.10%
1982	6.24	3.14%	3.14%	3.14%
1983	6.42	2.88%	2.88%	2.88%
1984	7.86	22.43%	22.43%	22.43%
1985	8.73	11.07%	11.07%	11.07%
1986	8.72	-0.11%	-0.11%	-0.11%
1987	7.56	-13.30%	-13.30%	-13.30%
1988	7.85	3.84%	3.84%	3.84%
1989	8.79	11.97%	11.97%	11.97%
1990	9.24	5.12%	5.12%	5.12%
1991	9.87	6.82%	6.82%	6.82%
1992	10.42	5.57%	5.57%	5.57%
1993	10.59	1.63%	1.63%	1.63%
1994	10.71	1.13%	1.13%	1.13%
1995	9.89	-7.66%	-7.66%	-7.66%
1996	10.2	3.13%	3.13%	3.13%
1997	10.3	0.98%	0.98%	0.98%
1998	9.74	-5.44%	-5.44%	-5.44%
1999	9.81	0.72%	0.72%	0.72%
2000	9.82	0.10%	0.10%	0.10%
2001	11.74	19.55%	19.55%	19.55%
2002	12.72	8.35%	8.35%	8.35%
2003	13.18	3.62%	3.62%	3.62%
2004	12.72	-3.49%	-3.49%	-3.49%
2005	13.07	2.75%	2.75%	2.75%

Exhibit C

kWh ELECTRICITY RATE

The kWh Electricity Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

	Rate per kWh	Escalation
Year 1	0.194	3.0%
Year 2	0.200	3.0%
Year 3	0.206	3.0%
Year 4	0.212	3.0%
Year 5	0.218	3.0%
Year 6	0.225	3.0%
Year 7	0.231	3.0%
Year 8	0.238	3.0%
Year 9	0.245	3.0%
Year 10	0.253	3.0%
Year 11	0.260	3.0%
Year 12	0.268	3.0%
Year 13	0.276	3.0%
Year 14	0.285	3.0%
Year 15	0.293	3.0%
Year 16	0.302	3.0%
Year 17	0.311	3.0%
Year 18	0.320	3.0%
Year 19	0.330	3.0%
Year 20	0.340	3.0%
Year 21	0.350	3.0%
Year 22	0.360	3.0%
Year 23	0.371	3.0%
Year 24	0.382	3.0%
Year 25	0.394	3.0%

Exhibit D

EARLY TERMINATION

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following schedule.

Date	Termination Value
Jan 1 2009	\$ 2,121,050.40
Dec 30 2009	\$ 2,031,286.38
Dec 30 2010	\$ 1,818,314.09
Dec 30 2011	\$ 1,582,187.21
Dec 30 2012	\$ 1,330,118.55
Dec 30 2013	\$ 1,146,187.25
Dec 30 2014	\$ 1,092,394.58
Dec 30 2015	\$ 1,170,260.65
Dec 30 2016	\$ 1,151,093.04
Dec 30 2017	\$ 1,129,024.02
Dec 30 2018	\$ 1,103,767.76
Jan 1 2020	\$ 1,034,274.41
Jan 1 2021	\$ 1,047,631.86
Jan 1 2022	\$ 1,011,780.17
Jan 1 2023	\$ 972,276.19
Jan 1 2024	\$ 928,925.80
Jan 1 2025	\$ 881,311.75
Jan 1 2026	\$ 828,985.83
Jan 1 2027	\$ 771,465.33
Jan 1 2028	\$ 708,394.21
Jan 1 2029	\$ 639,475.99
Jan 1 2030	\$ 564,149.06
Jan 1 2031	\$ 481,817.28
Jan 1 2032	\$

	391,852.19
Jan 1 2033	\$ 296,125.03
Sep 30 2033	\$ 304,847.59

Exhibit E

ESTIMATED ANNUAL PRODUCTION

The Estimated Annual Production commencing on the Operations Date with respect to System under the Agreement shall be as follows:

	Expected kWh	Expected Degradation
Year 1	345,490.00	0.50%
Year 2	343,762.55	0.50%
Year 3	342,043.74	0.50%
Year 4	340,333.52	0.50%
Year 5	338,631.85	0.50%
Year 6	336,938.69	0.50%
Year 7	335,254.00	0.50%
Year 8	333,577.73	0.50%
Year 9	331,909.84	0.50%
Year 10	330,250.29	0.50%
Year 11	328,599.04	0.50%
Year 12	326,956.04	0.50%
Year 13	325,321.26	0.50%
Year 14	323,694.66	0.50%
Year 15	322,076.18	0.50%
Year 16	320,465.80	0.50%
Year 17	318,863.47	0.50%
Year 18	317,269.16	0.50%
Year 19	315,682.81	0.50%
Year 20	314,104.40	0.50%
Year 21	312,533.87	0.50%
Year 22	310,971.21	0.50%
Year 23	309,416.35	0.50%
Year 24	307,869.27	0.50%
Year 25	306,329.92	0.50%

* The production set forth above is intended to be a illustrative guide for the estimated payment calculations in Article 6 and Article 7 of the Agreement and is based upon solar insolation data provided for the Winters area by the National Renewable Energy Laboratory for the System. There is an annual assumed degradation of energy production from the System amounting to .5% per annum.

SOLAR POWER AGREEMENT

between

MP² CAPITAL, LLC

and

THE CITY OF WINTERS

dated as of

~~May 10, 2008~~

Deleted: March 25, 2008

SOLAR POWER AGREEMENT

This Solar Power Agreement entered into as of this 10th day of May, 2008 (the "Contract Date"), between MP² Capital, a California limited liability company ("Solar Provider"), and The City of Winters, a political subdivision of the State of California ("Host"); and, together with Solar Provider, each, a "Party" and together, the "Parties").

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WITNESSETH:

WHEREAS, Host owns the Premises (as hereafter defined); and

WHEREAS, Host desires that Solar Provider design, construct and operate a solar photovoltaic system at the Premises for the purpose of providing Solar Power to Host (as hereafter defined), and Solar Provider is willing to undertake to do the same; and

WHEREAS, Solar Provider desires to sell, and Host desires to purchase, such Solar Power at the Premises, pursuant to the terms and conditions set forth herein; and

WHEREAS, the Solar Provider expects to receive certain grants, rebates, credits or other incentives related to the system to support the installation of the System;

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 **Definitions.** In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

"*Actual Annual Production*" has the meaning set forth in Section 6.04.

"*Affiliate*" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, "control" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. "Control" may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

"*Agreement*" means this Solar Power Agreement, including the Schedules and Exhibits attached hereto and incorporated herein by reference.

"*Applicable Law*" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"*Arbitrator*" has the meaning set forth in Section 12.02.

"*Assignment*" has the meaning set forth in Section 14.01.

"*Basic Term*" has the meaning set forth in Section 3.01.

"*Business Day*" means any day other than Saturday, Sunday or any other day on which banking institutions in New York, NY are required or authorized by Applicable Law to be closed for business.

"*Completion Notice*" has the meaning set forth in Section 2.05(b).

"*Confidential Information*" has the meaning set forth in Section 16.01.

"*Construction Work*" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, performed by or for Solar Provider at the Premises.

"*Contract Date*" has the meaning set forth in the preamble hereof.

"*Contract Price*" has the meaning set forth in Section 6.01.

"*Default Rate*" means a rate per annum equal to the lesser of (a) ten percent (10%) and (b) the maximum rate allowed by Applicable Law.

"*Dispute*" has the meaning set forth in Section 12.01.

"*Early Termination Date*" has the meaning set forth in Section 3.01.

"*Estimated Annual Production*" has the meaning set forth in Section 5.02.

"*Expiration Date*" has the meaning set forth in Section 3.01.

"*Fair Market Value*" means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an, willing buyer, informed neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined through the process set forth in Section 3.05.

"*Fixed Services Payment*" means the payments from the Host to the Solar Provider set forth in Section 6.03 hereof.

"*Force Majeure Event*" has the meaning set forth in Section 10.01.

"*Governmental Approval*" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"*Governmental Authority*" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"*Grant*" shall have the meaning set forth in the Whereas clauses.

"*Host*" has the meaning set forth in the Whereas clauses.

"*Host Default*" has the meaning set forth in Section 11.02(a).

"*Host Indemnified Parties*" has the meaning set forth in Section 17.01.

"*Indemnified Party*" has the meaning set forth in Section 17.03(a).

"*Indemnifying Party*" has the meaning set forth in Section 17.03(a).

"*Indemnified Persons*" means the Host Indemnified Parties or the Solar Provider Indemnified Parties, as the context requires.

"*kWh Rate*" has the meaning set forth in Section 6.01.

"*Lease Financier*" has the meaning set forth in Section 14.03.

"*Liens*" has the meaning set forth in Section 7.01(d).

"*Losses*" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"*Notice of Claim*" has the meaning set forth in Section 17.03(a).

"*Operations Date*" has the meaning set forth in Section 2.05(c).

"*Party*" or "*Parties*" has the meaning set forth in the preamble herof.

"*Person*" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"*Premises*" means the premises described in Exhibit A.

"*Purchase Option Price*" has the meaning set forth in Section 3.04.

"*Renewable Energy Benefits*" has the meaning set forth in Section 5.03.

"*Quarterly Invoice Date*" means the first Business Day of each of January, April, July, and October.

"*Quarterly Period*" means the period between the current and next Quarterly Invoice Date.

"*Rejection Notice*" has the meaning set forth in Section 2.05(b).

"*Renewal Rate*" means, as of the beginning of any Renewal Term, the Fair Market Value for the provision of Solar Power at the Premises during such Renewal Term, as agreed between the Parties prior to the beginning of such Renewal Term. Upon the establishment of any Renewal Rate(s), Exhibit C shall be amended to reflect such Renewal Rate(s).

"*Renewal Term*" has the meaning set forth in Section 3.01.

"*Representative*" has the meaning set forth in Section 16.01.

"*Solar Insolation*" or "*Insolation*" means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory through its PV Watts program.

"*Solar Power*" means the supply of on-site electrical energy output from the System together with certain peak load coincident reductions, building energy conservation, and other on-site energy services or efficiencies associated with the solar energy production.

"Solar Power Payment" has the meaning set forth in Section 6.01.

"Solar Provider" has the meaning set forth in the preamble hereof.

"Solar Provider Default" has the meaning set forth in Section 11.001(a).

"Solar Provider Indemnified Parties" has the meaning set forth in Section 17.02.

"System" means the integrated assembly of photovoltaic panels, inverters, racking systems, converters, wiring and other materials, more specifically described in Exhibit B hereto and interconnected with the Utility and installed at the Premises.

"System Acceptance Testing" has the meaning set forth in Section 2.05(a).

"System Installation Period" means the period from (and including) the date that Solar Provider (or its subcontractors) commence physical installation of the System on the Premises to (but excluding) the Operations Date.

"System Operations" means the operation, maintenance and repair of the System performed by or for Solar Provider during the Term, as more particularly described in Section 4.01.

"System Removal Date" has the meaning set forth in Section 3.06.

"System Test Requirements" has the meaning set forth in Section 2.05(b).

"Term" has the meaning set forth in Section 3.01.

"Termination Fee" means the fee payable by Host to Solar Provider under the circumstances described in Section 3.03 or Section 3.04.

"Utility" means the local electric utility that provides electricity and interconnection services to Host at the Premises.

1.02 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation". The words "hercof", "herein", and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to "Exhibits", "Articles" and "Sections" refer to Exhibits, Articles and Sections of this Agreement.

2. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

2.01 [Reserved].

2.02 Right to Terminate this Agreement. If Solar Provider (with Host's assistance to the extent necessary) is unable to reserve and receive a rebate, credit, subsidy or renewable energy credit sales contract in an amount not less than the amount stated in Exhibit J, Solar Provider has the unilateral right to terminate this Agreement and, in the case where the Construction Work has been initiated or substantially completed, remove any and all System infrastructure or components pursuant to Section 3.06.

2.03 Construction Work. Host hereby grants to Solar Provider access to and the right to use portions of the Premises upon which to locate the System solely for purposes of installing and maintaining the System. Solar Provider will cause the System to be designed, engineered and installed substantially in accordance with the terms of this Agreement. Host shall have the right to review and approve all design plans including engineering evaluations of the impact of the System on (i) the suitability of the Premises and (ii) the Utility's equipment and service. Solar Provider represents that directly or through its agents it is fully familiar with the Premises and is satisfied that the Premises are fully adequate and suitable for installation and operation of the System.

2.04 Permits and Other Approvals. Host shall assist Solar Provider in obtaining necessary approvals from the Utility for the interconnection of the System with the Utility. If the Utility fails to approve the interconnection of the System or requires additional equipment from that shown in Exhibit B that materially increases the cost of the installation of the System or otherwise materially affects the economics of the Solar Provider under this Agreement, Solar Provider may, at Solar Provider's option, terminate this Agreement. If Solar Provider elects not to terminate this Agreement hereunder, Host shall assist Solar Provider in obtaining approval for a modified System that will likely succeed in obtaining the Utility's approval for interconnection. Host shall assist Solar Provider in obtaining the necessary local Governmental Approvals, which may include provision by Host of electrical drawings and structural drawings for the Premises. If any applicable Governmental Authority does not provide the necessary Governmental Approvals, Solar Provider may, at the Solar Provider's option, immediately terminate this Agreement upon written notice that such application for permit has not been accepted or such permit has been denied. The failure of Solar Provider to obtain any required Governmental Approval shall not constitute a Solar Provider Default. Host, at its sole cost and expense, shall make necessary repairs or changes to the existing electrical structure of the Premises so that Premises are eligible for the Grant. ~~However, should the required changes materially affect the economics of the Host under this Agreement, Host may, at Host's option, terminate this Agreement.~~

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2.05 System Acceptance Testing

- (a) Solar Provider shall test the System after completion of the Construction Work ("System Acceptance Testing"). Solar Provider shall notify Host not less than two (2) days prior to the anticipated date of System Acceptance Testing. Host shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing.
- (b) If the results of such System Acceptance Testing indicate that the System is capable of generating electric energy four (4) continuous hours (the "System Test Requirements"), using the System's meters and instruments that have been installed, and the System has been approved for interconnected operation by the Utility, then Solar Provider shall send a written notice to that effect to Host (a "Completion Notice"), accompanied by a copy of the results of the System Acceptance Testing. Host shall have two (2) Business Days after its receipt of the Completion Notice to review the System Acceptance Testing results. If the System Acceptance Testing indicates that the System fails to meet the System Test Requirements and Host provides Solar Provider with a detailed notice of such failure (a "Rejection Notice") within such two (2) Business Day period, shall promptly remedy at Solar Provider's cost the relevant specified failure and conduct new System Acceptance Testing until the System Acceptance Testing indicates that the System meets the System Test Requirements, the foregoing procedures shall be repeated.
- (c) Absent Solar Provider's receipt of a timely Rejection Notice from Host pursuant to Section 2.05(b), the "Operations Date" shall be the second (2nd) Business Day after the date of Host's receipt of the Completion Notice.

2.06 Solar Access Easement. Host shall not take any action or grant any rights to a third party that would cause shadowing of the System that would result in a degradation of the System's electricity production. Host

will cooperate responsibly with Solar Provider in any efforts by Host to secure an easement for the System from any third party or to prevent other buildings, structures or trees from overshadowing or otherwise blocking access of the sunlight to the System, provided that Host shall not be required to incur any out-of-pocket expenses with regard thereto.

2.07 Internet Connection. Host hereby grants to Solar Provider the right to connect the System monitoring equipment ("Monitoring Equipment") to the necessary intranet and/or internet networks of Host so that it is possible for Solar Provider to remotely monitor the production by the System. Host will provide Solar Provider with a working Ethernet connection to intranet and/or internet network, in the area of electrical equipment.

3. TERM AND TERMINATION.

3.01 Term. The Basic Term shall commence on the Contract Date and shall continue for a period of twenty five (25) years after the Operations Date (the "Basic Term"), unless and until terminated earlier pursuant to the provisions of this Agreement. The date this Agreement terminates by reason of the expiration of the Term is hereinafter referred to as the "Expiration Date." Any other date on which this Agreement terminates in accordance with the terms hereof is hereinafter referred to as the "Early Termination Date."

3.02 Change of Premises. If Host vacates the Premises prior to the Expiration Date, then Host shall have the option to provide Solar Provider with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar insolation. Host shall provide at least ninety (90) days' written notice prior to the date on which it desires to effect such substitution. In connection with such change of premises, Host shall execute an amended and restated agreement that shall have all of the same terms as this Agreement (including warranties) other than the "Contract Date" of such amended and restated agreement, and the amended and restated agreement shall be deemed to be a continuation of this Agreement without termination. Host shall also provide any acknowledgements, consents or releases reasonably required by Solar Provider's Lease Financier in connection with the change of Premises. Host shall pay all costs and expenses associated with relocation of the System including all costs and expenses incurred by or on behalf of Solar Provider in connection with removal of the System from the existing Premises and installation and testing of the System at such new premises and all applicable interconnection fees and expenses at the substitute premises, as well as costs of new title search and other out of pocket expenses connected to preserving and refilling the security interest of Solar Provider's Lease Financier in the System. Solar Provider shall remove the System from the vacated Premises prior to the termination of Host's ownership or right to use such Premises. Solar Provider will not be required to restore the Premises to its prior condition but shall promptly pay Host for any damage caused by Solar Provider during removal of the System. If the substitute Premises has inferior insolation as compared to the original Premises, Solar Provider shall have the right to make an adjustment to Exhibits C and D such that Host's payments to Solar Provider are the same as if the System were located at the original Premises.

3.03 Early Termination. Host may terminate this Agreement prior to any applicable Expiration Date for any reason upon six (6) months' prior written notice. Upon such termination, (a) Host shall (whether or not Host exercises its purchase option pursuant to Section 3.04) pay, as liquidated damages, the Early Termination Fee set forth on Exhibit D, and (b) Solar Provider shall (unless Host exercises its purchase option pursuant to Section 3.04) disconnect the System and remove it from the Premises. In the event that Host elects to terminate this Agreement prior to the commencement of the System Installation Period, Host shall pay or reimburse Solar Provider for all time and materials expenses incurred by Solar Provider subsequent to execution of this Agreement. If Host elects to terminate this Agreement during the System Installation Period, Host shall pay the Early Termination Fee due in Year 1, specified in Exhibit D. Upon Host's payment to Solar Provider of the Early Termination Fee and the other amounts specified in this

Section 3.03, this Agreement shall terminate automatically. Section 3.03 of this Agreement shall not apply to any termination of this Agreement by Host pursuant to Section 10.3 or Section 11.01.

- 3.04 Purchase Option upon Expiration or Early Termination of this Agreement. So long as a Host Default shall not have occurred and be continuing, Solar Provider grants to Host an option to purchase the System (i) as of the Expiration Date or any Early Termination Date (provided such Early Termination Date is at least six (6) years after the Operations Date) or (ii) on the sixth anniversary of the closing date and every two (2) years thereafter for a purchase price (the "Purchase Option Price") equal to the greater of (a) the Early Termination Fee at such time as specified in Exhibit A and (b) the Fair Market Value of the System, as determined pursuant to Section 3.05 hereof. Not less than three (3) months prior to the Expiration Date or Early Termination Date, as applicable, Host may provide written notice to Solar Provider of Host's intent to exercise its purchase option for the System. Upon receipt of Host's notice, Solar Provider shall specify the Purchase Option Price, and Host shall then have a period of ten (10) days after notification to confirm or retract its decision to exercise the purchase option or to request determination of the Fair Market Value of the System by appraisal as provided for in Section 3.05. In the latter case, within ten (10) days of the appraiser's determination, Host shall confirm or retract its decision to exercise the purchase option. In the event Host confirms its intent to exercise the purchase option, (i) the Parties will promptly execute all documents necessary to (A) cause title to the System to pass to Host, free and clear of any Liens immediately subsequent to the Expiration Date or the Early Termination Date (as applicable), and (B) assign all warranties for the System to Host, and (ii) Host will pay the Purchase Option Price to Solar Provider. In the event Host retracts its exercise of, or fails to timely confirm, the purchase option, all provisions of this Agreement shall continue in full force and effect without regard to the actions taken under this Section 3.04.
- 3.05 Determination of Fair Market Value. The Fair Market Value of the System or the Solar Power, as applicable, shall be determined by the mutual agreement of Host and Solar Provider; provided, however, if Host and Solar Provider cannot mutually agree to a Fair Market Value within ten (10) days of the need to determine Fair Market Value either pursuant to Section 3.04 or a Renewal Term, then the Parties shall mutually select a nationally recognized independent appraiser with experience in the solar photovoltaic industry to determine the Fair Market Value. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. Each Party shall be responsible for one-half of the fees and expenses of the appraiser.
- 3.06 Removal of System at Expiration. Upon the expiration or termination of this Agreement in accordance with its terms (assuming Host has not exercised its purchase option pursuant to Section 3.04), Solar Provider shall, at its own expense, remove all property comprising the System from the Premises on a mutually convenient date but in no case later than ninety (90) days after the Expiration Date or, if earlier, any Early Termination Date (the "System Removal Date"). In the event the Host requires removal of the System prior to the System Removal Date, the Solar Provider will use reasonable efforts to remove the System from the Premises at such earlier date. To the extent applicable, Host's covenants pursuant to Section 7.01 hereof shall remain in effect until the date of actual removal of the System. Solar Provider shall remove all garbage and debris caused by the removal of the System and leave the Premises in good order. If Solar Provider fails to remove or commence substantial efforts to remove the System by the System Removal Date, Host shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) at Solar Provider's cost.
4. OPERATION OF THE SYSTEM.
- 4.01 Solar Provider as Operator. The System will be operated and maintained by or for Solar Provider at its sole cost and expense. The Solar Provider may retain a third party with sufficient experience and technical expertise in the maintenance of photovoltaic solar systems to conduct System; provided that under no

circumstance shall the Host be responsible for the fees, costs and expenses of any third party retained by the Solar Provider to maintenance on the System. "System Operation" means all actions, including monitoring and maintaining the System, necessary for Solar Provider to fulfill its covenants under Section 7.02. Any repair or maintenance of the System will be completed by or for Solar Provider, at its sole cost and expense, for Solar Provider's benefit as legal and beneficial owner of the System.

4.02 Malfunctions and Emergencies.

- (a) Host and Solar Provider each shall notify the other as soon as practically possible, but in no event later than twenty-four (24) hours following their discovery, of any material malfunction in the operation of the System or of their discovery of an interruption in the supply of Solar Power. Solar Provider and Host shall each appoint personnel and establish procedures such that each Party may provide notice of such conditions requiring Solar Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- (b) Solar Provider and Host each shall notify the other Party upon the discovery of an emergency condition associated with the System. If an emergency condition exists, Solar Provider shall promptly dispatch the appropriate personnel immediately to perform the necessary repairs or corrective action in an expeditious and safe manner. For routine and emergency repairs, Host shall contact Solar Provider with contacts for each listed in Exhibit F.

4.03 Metering.

- (a) Maintenance and Testing. Solar Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter that will accurately measure the electrical energy provided by the System. Upon Host's written request, Solar Provider shall furnish a copy all technical specifications and accuracy calibrations for the meter. The meter will be hooked up to internet or intranet connection so that the Solar Provider may remotely monitor the kWh output of the System from time to time.
- (b) Adjustments. If testing of the metering equipment pursuant to Section 4.03(a) indicates that such equipment is in error by more than 2%, then Solar Provider shall promptly repair or replace such meter. Solar Provider shall make a corresponding adjustment to the records of the amount of electrical energy provided by the System delivered based on such test results for (i) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if such period cannot be so determined, then a period equal to one-half of the period from the later of the date of the last previous test confirming accurate metering or the date the meter was placed into service, but not to exceed one (1) year.

5. DELIVERY OF SOLAR POWER.

- 5.01 Purchase Requirement. Host agrees to purchase one hundred percent (100%) of the Solar Power of the System during each relevant quarter of the Term. While the Solar Power is calculated and billed on a per kWh basis as set forth in Exhibit C, it represents a package of services as set forth in the definition herein. The payment for Solar Power is calculated to include all of the defined services in the kWh Rate. Neither Party may claim that by this Agreement, Solar Provider is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Solar Provider is not, and shall not claim, to be providing electric utility services to Host.
- 5.02 Estimated Annual Production. The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production (a) for the first year of the Term commencing on the Operations Date for the System shall be set as forth in Exhibit E, and (b) for each subsequent year of the Term shall equal the

Actual Annual Production specified in Section 6.04 of the immediately preceding twelve (12) month period (or annualized if less than twelve (12) months). The Estimated Annual Production will utilize a partial year estimate, if necessary, in the first calendar year of this Agreement

- 5.03 Renewable Energy Benefits, Etc. Host's purchase of Solar Power from the Solar Provider does not include Renewable Energy Benefits or any other attributes of ownership of the System. All Renewable Energy Benefits shall be retained by Solar Provider. For purposes of this Agreement, "Renewable Energy Benefits" shall include, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, production tax credits, emissions allowances, green tags, and tradeable renewable credits. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Host shall submit to Solar Provider for approval any press releases regarding Host's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Solar Provider. Approval shall not be unreasonably withheld, and Solar Provider's review and approval shall be made in a timely manner to permit Host's timely publication.
- 5.04 Title to System. Throughout the duration of this Agreement, Solar Provider shall be the legal and beneficial owner of the System at all times, including all Renewable Energy Benefits, and the System shall remain the personal property of Solar Provider and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the premises, Host shall provide a disclaimer or release from such lienholder. Host consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.

6. PRICE AND PAYMENT.

- 6.01 Solar Power Payments. Subject to Section 6.04, Host shall pay to Solar Provider a quarterly payment (the "Solar Power Payment") for the Solar Power produced by the System during each year of the Term equal to one-fourth ($1/4^{th}$) of the product of (x) Estimated Annual Production for the System for the relevant year multiplied by (y) the price per kWh for Solar Power relating to the System for the relevant year as specified in Exhibit C (the "kWh Rate"). See Section 15.19. The sum of all Solar Power Payments paid (and remaining to be paid) during the Term, as adjusted pursuant to Section 6.04, shall be the "Contract Price" under this Agreement. Except as set forth in Section 6.03 and as may be otherwise expressly provided in this Agreement, no other compensation shall be paid to the Solar Provider by the Host.
- 6.02 Payment. Solar Provider shall invoice Host on the first day of each Quarterly Period (each, a "Quarterly Invoice Date"), commencing on the first Quarterly Invoice Date to occur after the Operations Date, for the Solar Power Payment in respect of the such Quarterly Period. The first invoice shall include any production that occurred prior the initial Quarterly Invoice Date. The last invoice shall be pro rated, as necessary, to include production only through the Expiration Date of this Agreement.
- 6.03 [Reserved]
- 6.04 Solar Power Payment Adjustments. Within thirty (30) days after the end of each annual period under this Agreement, or on the Expiration Date or Early Termination Date, Solar Provider shall determine the total kWh of Solar Power delivered through such System during the previous four (4) Quarterly Periods, or for the period prior to the Expiration Date or Early Termination Date, if less than four (4) Quarterly Periods, as recorded by Solar Provider's metering equipment pursuant to Section 4.03 (the "Actual Annual Production"). If the Actual Annual Production is greater than the Estimated Annual Production during such four (4) Quarterly Periods or for the period prior to the Expiration Date or Early Termination Date,

then, in addition to the Solar Power Payment, Host shall promptly pay to Solar Provider an additional amount to reflect the additional actual energy production (determined by the difference between Actual Annual Production and Estimated Annual Production multiplied by the kWh Rate as specified in Exhibit C for the relevant year). If the Actual Annual Production is less than the Estimated Annual Production during such four (4) Quarterly Periods, then Solar Provider shall promptly credit to Host an amount to reflect the deficiency in actual energy production (determined by the difference between the Estimated Annual Production and Actual Annual Production multiplied by the kWh Rate as specified in Exhibit C for the relevant year).

- 6.05 Time of Payment. Host shall pay all undisputed amounts due hereunder within thirty (30) days after the applicable Quarterly Invoice Date; provided that the Host shall have received an invoice from the Provider at least fifteen (15) after the applicable Quarterly Invoice Date.
- 6.06 Payment Instructions. Host shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Solar Provider. All undisputed payments that are not paid when due shall bear interest accruing from the date thirty (30) days after the Quarterly Invoice Date until paid in full at a rate equal to the Default Rate. Except as provided in Section 6.04, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind. Unless otherwise instructed in writing, all payments to be made by the Host to the Solar Provider under this Agreement shall be made directly to the Lease Financier or its agent.
- 6.07 Disputed Payments. The Parties shall attempt to resolve any Dispute regarding payments under this Agreement amicably. If the Parties cannot resolve the Dispute within sixty (60) days, either Party may submit the Dispute to arbitration in accordance with Article 12; provided that, during the time a Dispute is pending, the disputing Party shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. No Party may withhold, deduct or set-off against amounts or credits any undisputed amounts owed by such Party to the other Party during the time that a Dispute is pending.
- 6.08 Adjustments to Contract Price. In the event there is any change in Applicable Law subsequent to the Contract Date that results in a material change in Solar Provider's costs to provide the Solar Power to the Host hereunder, Solar Provider will promptly submit to Host a written notice setting forth (i) the details of the change in Applicable Law including a reference to such change, (ii) the manner in which such change in Applicable Law materially affects Solar Provider's costs to provide the Solar Power, including reasonable computations in connection therewith, and (iii) Solar Provider's proposed adjustment to the then applicable and future kWh Rates to reflect such expected material changes in Solar Provider's costs. Subject to verification of the change in Applicable Law and receipt of the computations regarding the cost of complying with such change, the Host agrees to an adjustment in the then applicable and future kWh Rates such that the new kWh Rate compensates Solar Provider for one-half of the total cost increase related to the change of Applicable Law. The adjustment shall then remain in effect over the remaining years of the Term of this Agreement or until the Applicable Law that caused the increase in costs is altered, repealed, or made inapplicable to the System. In the event the cost would have been incurred by Host regardless of the existence of this Agreement, then the applicable and future kWh Rates shall be adjusted to recover the full amount of the total cost increase.

7. GENERAL COVENANTS.

- 7.01 Host's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Host represents and covenants to the following:
- (a) Health and Safety. Host shall at all times maintain the Premises consistent with all Applicable Laws pertaining to the health and safety of persons and property.

- (b) Access. Host shall limit access to the System to authorized personnel of the Host. No patients, students or other persons shall be granted access to the System, or the area on which the System is located, without being accompanied by authorized personnel.
- (c) Security. Host shall provide and take reasonable measures for security of the System, including commercially reasonable monitoring of the Premises' alarms and other security systems. This section is not intended to impose upon the Host any greater standard of care than currently employed on Host's property.
- (d) Notice of Damage. Host shall promptly notify Solar Provider of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System or its operation.
- (e) Liens. Host shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, lien (including mechanics', labor or materialman's liens), security interest, encumbrance or claim of any nature ("Liens") on or with respect to the System or any interest therein. If Host breaches its obligations under this Section, it shall immediately notify Solar Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Solar Provider, and shall indemnify Solar Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (f) Consents and Approvals. Host shall assist Solar Provider in obtaining, maintaining, and securing necessary approvals, permits, and authorizations related to the installation of the System by providing any authorizations needed for the above and signing applications for permits and utility grid interconnection applications. Host shall ensure that any authorizations required of Host are provided in a timely manner. To the extent that only Host is authorized to obtain or issue any necessary approvals or permits, Host shall deliver to Solar Provider copies of said consents, approvals, permits, and authorizations relating to the performance of Host's obligations and the rights granted by Host hereunder and that are required by the terms, conditions or provisions of any restriction or any agreement or instrument to which Host is a party or by which Host is bound. Deleted: c
- (g) Access to Premises, Grant of License. During the performance of the Construction Work, System Operations or removal of the System pursuant to Article 2, Article 10 or Section 11.02(b), Host shall provide Solar Provider with access to the Premises upon reasonable advance notice during normal business hours as reasonably necessary to allow Solar Provider to perform the Construction Work, System Operations and System removal, including ingress and egress rights to the Premises for Solar Provider and its employees, contractors and sub-contractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring. Host hereby grants a license to Solar Provider to access the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein. Host and its authorized representatives shall at all times have access to and the right to observe the Construction Work or System removal but shall not interfere or handle any equipment or the System without written authorization from Solar Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 4.02, Host shall be permitted to take those actions necessary to prevent injury as specified in Section 11.01(c).
- (h) Temporary storage space during installation or removal. Host shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles reasonably necessary during the Construction Work, System Operations or System removal, and access for rigging and material handling. Host shall provide Solar Provider a reasonable area for construction laydown. Deleted: g

7.02 Solar Provider's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Solar Provider represents and covenants to the following:

- (a) Governmental Approvals. Solar Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Solar Provider to enable Solar Provider to perform its obligations under this Agreement. At the written request of the Host, Solar Provider shall deliver copies of all necessary Governmental Approvals obtained hereunder to Host.
- (b) Safety Regulations. Solar Provider shall take all necessary and reasonable safety precautions with respect to providing the Construction Work and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. Solar Provider shall immediately report to Host any death, lost time injury, or property damage to Host's property that occurs on the Premises.
- (c) System Condition. Solar Provider shall take all actions reasonably necessary to ensure that the System is continuously capable of providing Solar Power to the Host in the amounts set forth on Exhibit E to this Agreement.
- (d) Liens. Solar Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the Premises or any interest therein. Solar Provider also shall pay promptly any taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Solar Provider or its agents and subcontractors on the Premises. If Solar Provider breaches its obligations under this Section, it shall (i) immediately notify Host in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Host, and (iii) defend and indemnify Host against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (e) No Infringement. The System and Solar Provider's services hereunder shall not infringe any third party's intellectual property or other proprietary rights.

8. WARRANTIES.

8.01 Agreement Validity. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Contract Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (c) it has taken all requisite corporate, administrative or other action to approve the execution, delivery, and performance of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving

any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

- (f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a Party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.02 **PUHCA.** Solar Provider represents and warrants on the Contract Date that it is not a "public-utility company," "electric utility company," or a "holding company," "subsidiary company" or "affiliate" or "associate company" thereof, as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

8.03 **Requisite Standards.** The System shall be installed with due care by qualified employees, representatives, agents or contractors of Solar Provider and shall conform to applicable industry standards and practices and Applicable Law and the specifications in Exhibit B. If Solar Provider fails to meet any of the foregoing standards, Solar Provider shall remedy at its own cost, any errors and omissions that are caused by Solar Provider's failure to comply with the above standard so that the System is capable of providing Solar Power at a reasonably continuous rate.

8.04 **EXCLUSION OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.01, 4.01, AND 7.02 AND THIS ARTICLE 8, THE CONSTRUCTION WORK, SYSTEM OPERATIONS, AND SOLAR POWER PROVIDED BY SOLAR PROVIDER TO HOST PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO HOST OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR POWER OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SOLAR PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

9.01 **Host Obligations.** Host shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Solar Provider due to Solar Provider's sale of the Solar Power to Host (other than federal, state and local income taxes imposed upon Solar Provider), unless Host is exempt under applicable law from paying the same. Solar Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Solar Provider and payable by Host. Host shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Solar Power. This Section 9.01 excludes taxes specified in Section 9.02.

9.02 **Solar Provider Obligations.** Subject to Section 9.01 above, Solar Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. If Host is assessed any taxes or fees related to the existence of the System on the Premises, Host shall immediately notify Solar Provider and Host and Solar Provider shall cooperate in contesting such assessment. Solar Provider shall not be obligated for any taxes payable by or assessed against Host based on or related to Host's overall income or revenues.

10. FORCE MAJEURE EVENTS.

- 10.01 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of reasonable due diligence (including the expenditure of reasonable sums of money). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (f) the impossibility for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that such Party has exercised its reasonable efforts to obtain such Permit.
- 10.02 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach or default of this Agreement or liable for any failure to comply with terms of this Agreement to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately notify the other Party in writing of the existence of the Force Majeure Event and exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event. If Solar Provider claims a Force Majeure Event has occurred and requests relief from its obligations under this Agreement, the obligation of Host to make a Solar Power Payment to Solar Provider on any Quarterly Payment Date shall be suspended until Solar Provider resumes performance of its obligations under this Agreement. Upon cessation of the Force Majeure Event, the Party claiming the Force Majeure Event shall notify the other Party in writing of the cessation or termination of said Force Majeure Event, resume performance of its obligations hereunder as soon as practicable thereafter, at which time all suspended Solar Power Payments from the Host to the Solar Provider if Host has claimed a Force Majeure shall become immediately due and payable. The Host shall not be excused under any circumstances from making payments due in respect of Solar Power delivered to Host prior to the Force Majeure Event performance interruption.
- 10.03 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Solar Provider's performance of its obligations hereunder and that has continued for a period of one hundred twenty (120) consecutive days or two hundred ten (210) days in the aggregate, then Host shall be entitled to terminate this Agreement upon thirty (30) days' prior written notice to Solar Provider. If at the end of such thirty (30) day period the Solar Provider has not resumed its performance under this Agreement due to the Force Majeure Event, this Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other, subject to Section 19.6 (Survival), and the provisions of Section 3.03 shall be inapplicable. By mutual agreement of the Parties, any System damaged or destroyed by a Force Majeure Event may be replaced by Solar Provider within two hundred seventy (270) days of such Force Majeure Event and subsequent to the Operations Date for the replacement System, all terms and conditions of this Agreement will remain in full force and effect.

11. DEFAULT.

11.01 Solar Provider Defaults and Host Remedies.

- (a) Solar Provider Defaults. The following events shall constitute events of defaults with respect to Solar Provider (each, a "Solar Provider Default"):
- i. Solar Provider shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its

debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) commence a voluntary case under any bankruptcy law; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Solar Provider in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;

- ii. a proceeding or case shall be commenced without the application or consent of Solar Provider in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, or liquidator of Solar Provider under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days;
- iii. Solar Provider fails to pay Host any undisputed amount owed under this Agreement within thirty (30) days from receipt of notice from Host of such past due amount; and
- iv. Solar Provider breaches any material term of this Agreement and (A) if such breach can be cured within thirty (30) days after Host's notice of such breach and Solar Provider fails to so cure, or (B) Solar Provider fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; provided that the Solar Provider provides the Host with notice of the expected time it will take to cure the breach and such timeframe is not greater than 365 days.

(b) Host's Remedies.

- i. If a Solar Provider Default described in Section 11.01(a)(i) or 11.01(a)(ii) has occurred, Host may terminate this Agreement upon fifteen (15) days' prior written notice to Solar Provider;
- ii. If a Solar Provider Default described in Section 11.01(a)(iii) or 11.01(a)(iv) has occurred and is continuing, Host may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provisions; and
- iv. If a Solar Provider Default described in Section 11.01(a) has occurred and is continuing, Host may exercise any other remedy it may have at law or equity or under this Agreement.

- (c) Actions to Prevent Injury. If any Solar Provider Default creates an imminent risk of damage or injury to any Person or the Host's property, then, in addition to any other right or remedy that Host may have, Host may (but shall not be obligated to) take such action as Host deems appropriate to prevent such damage or injury; including disconnecting and removing all or a portion of the System.

11.02 Host Defaults and Solar Provider's Remedies.

- (a) Host Default. The following events shall constitute events of defaults with respect to Host (each, a "Host Default"):
- i. Host shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its

property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Host in an involuntary case under any bankruptcy law; or (F) take any corporate or other action for the purpose of effecting any of the foregoing;

- ii. a proceeding or case shall be commenced without the application or consent of Host in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or (B) the appointment of a trustee, receiver, custodian or liquidator of Host under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) or more days;
- iii. Host breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Solar Provider's notice of such breach and Host fails to so cure, or (B) Host fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; provided that the Host provides the Solar Provider with notice of the expected time it will take to cure the breach and such timeframe is not greater than 365 days;
- iv. Host fails to pay Solar Provider any undisputed amount due Solar Provider under this Agreement within thirty (30) days from receipt of notice from Solar Provider of such past due amount; and
- v. Host refuses to sign documents needed to obtain the Grant or refuses to sign or intentionally breaches any term of the interconnection agreement required by the Utility for interconnection of the System.

(b) Solar Provider's Remedies.

- i. If a Host Default described in Section 11.02(a)(i) or 11.02(a)(ii) has occurred, Solar Provider may terminate this Agreement upon fifteen (15) days' prior written notice to Host.
- ii. If a Host Default described in Section 11.02(a)(iii), 11.02(a)(iv) or 11.02(a)(v) has occurred and is continuing, Solar Provider may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provisions;
- iii. If a Host Default described in Section 11.02(a) has occurred and continues beyond the expiration of grace periods thereunder, in addition to any other remedy hereunder, (A) Solar Provider may remove the System from the Premises in compliance with the conditions of Section 3.06 herein, (B) Host shall pay the Early Termination Fee pursuant to Section 3.03, and (C) Solar Provider may exercise any other remedy it may have at law or equity or under this Agreement.

- (c) Actions to Prevent Injury. If any Host Default creates an imminent risk of damage or injury to any Person or any Person's property, then in any such case, in addition to any other right or remedy that Solar Provider may have, Solar Provider may (but shall not be obligated to) take such action as Solar Provider deems appropriate which may include disconnecting and removing all or

a portion of the System, in compliance with the conditions of Section 3.06 herein, or suspending the supply of Solar Power to Host.

12. DISPUTE RESOLUTION.

- 12.01 Good Faith Negotiations. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach a compromise agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to arbitration in accordance with Section 12.02 except that if the Dispute involves an invoice and after ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the Dispute to its satisfaction, such Party may immediately refer the matter to arbitration in accordance with Section 12.02.
- 12.02 Binding Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Section 12.01 shall be settled by binding arbitration conducted in New York, New York, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitrator") in effect on the date that a Party gives notice of its demand for arbitration under this Section 12.02. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party, and the Parties shall select a single neutral arbitrator with contract experience in the solar photovoltaic power industry and an understanding of photovoltaic systems. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) Business Days after the written demand for arbitration is provided, then the arbitrator shall be selected by the American Arbitration Association. Each Party may then commence with and engage in discovery in connection with the arbitration as provided by New York law and shall be entitled to submit expert testimony and other evidence in such arbitration proceeding. The decision of the arbitrator shall be set forth in a written opinion of the arbitrator and shall be binding upon Solar Provider and Host. Any award by such arbitrator may then be enforced by Solar Provider or Host in a court of competent jurisdiction. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Agreement and from the date of the award until paid in full at the Default Rate. Solar Provider and Host shall each bear the cost of preparing and presenting its own case; provided, however, that the Parties agree that the prevailing party in such arbitration shall be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with the Dispute. The cost of the arbitration, however, including the fees and expenses of the arbitrator, shall initially be shared equally by Solar Provider and Host, subject to reimbursement of such arbitration costs and attorney's fees and costs to the prevailing Party. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the arbitrator. In no event shall the arbitrator have the power to award any damages limited by Article 13, which Article shall be binding upon the arbitrator.
- 12.03 Exceptions to Arbitration Obligation. The obligation to arbitrate shall not be binding upon any Party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.
13. LIMITATION OF LIABILITY. NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, A PARTY'S MAXIMUM LIABILITY TO THE OTHER

PARTY, EXCEPT INDEMNITY OBLIGATIONS IN RESPECT OF PERSONAL INJURY, PROPERTY DAMAGE AND INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, UNDER THIS AGREEMENT SHALL BE LIMITED, IN THE AGGREGATE, TO THE CONTRACT PRICE.

14. ASSIGNMENT.

- 14.01 Solar Provider Assignment. Except for the provisions in Section 14.03, Solar Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host; provided, however, that, without the prior consent of Host, Solar Provider may (i) make an Assignment to an Affiliate of Solar Provider (provided that such Assignment shall not release Solar Provider from its obligations hereunder without the consent of Host), (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Solar Provider's stock or assets, or (iii) sell, transfer, assign or pledge its interest in the System or any monies due under this Agreement (provided that Host will not pay to a third party any monies owed hereunder without the advance written direction of Solar Provider). Host's consent to any other Assignment shall not be unreasonably withheld if Host has been provided with reasonable proof that the proposed assignee: (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to the Solar Power; and (y) has the financial capability to maintain the System and provide the Solar Power in the manner required by this Agreement. A direct assignee from Solar Provider of this Agreement shall assume in writing, in form and content reasonably satisfactory to Host, the due performance of all Solar Provider's obligations under this Agreement, including any accrued obligations at the time of the Assignment. A copy of the Assignment agreement, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if the assignee be a corporation) authorizing such Assignment agreement shall be sent to Host not less than ten (10) days before the Contract Date of such Assignment.
- 14.02 Host Assignment. With the exception of the circumstances described in Section 3.02 regarding substitute Premises, Host shall not assign its interests in this Agreement, nor any part thereof, without Solar Provider's prior written, which consent shall not be unreasonably withheld.
- 14.03 Financing Accommodations. Host acknowledges that Solar Provider will be lease financing the acquisition and installation of the System with the financial institution specified in Exhibit H (the "Lease Financier") and that Solar Provider's lease obligations will be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a transfer of an ownership interest in the System (subject to a leaseback from the Lease Financier). Host agrees to execute and deliver Exhibit H upon execution and delivery of this Agreement. In order to facilitate such necessary financing, Host agrees as follows:
- (a) Consent to Collateral Assignment. Host consents to the security assignment by Solar Provider to the Lease Financier of this Agreement, and a transfer of the Solar Provider's right, title and interest in and to the System to the Lease Financier, provided that such assignment shall not relieve the Solar Provider of its obligations hereunder.
 - (b) Lease Financier's Default Rights. Notwithstanding any contrary term of this Agreement:
 - i. The Lease Financier, as collateral assignee, shall be entitled to exercise, in the place and stead of Solar Provider, any and all rights and remedies of Solar Provider under this Agreement in accordance with the terms of this Agreement. Lease Financier shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
 - ii. The Lease Financier shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Solar Provider

thereunder or cause to be cured any default of Solar Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lease Financier to cure any default of Solar Provider under this Agreement or (unless the Lease Financier has succeeded to Solar Provider's interests under this Agreement) to perform any act, duty or obligation of Solar Provider under this Agreement, but Host hereby gives it the option to do so.

- iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Lease Financier, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Solar Provider to the Lease Financier (or any Qualified Assignee of the Lease Financier as defined below) in lieu thereof, the Lease Financier shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.
- iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Solar Provider under the United States Bankruptcy Code, at the request of Lease Financier made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Lease Financier or its Qualified Assignee having substantially the same terms and conditions as this Agreement.
- v. For purposes of this section, a "Qualified Assignee" must be a business organization with at least three (3) year's experience in the operation and management of commercial solar generating systems.

(c) Acknowledgement and Confirmation. Host shall provide an Acknowledgement and Confirmation in the form of Exhibit H hereto that the ownership of the System will vest in the Lease Financier and further acknowledging that the System is personal property of Lease Financier, subject to the lease to the Solar Provider.

(d) Right to Cure.

- i. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lease Financier prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lease Financier shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Solar Provider default reasonably cannot be cured by the Lease Financier within such period and the Lease Financier commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
- ii. If the Lease Financier or its Qualified Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lease Financier, shall acquire control of Solar Provider's assets and shall, within the time periods described in Section 14.03(d)(i). above, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

15. NOTICES.

- 15.1 Notice Addresses. All notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Solar Provider:

*With a copy to: Brad Bauer
MP² Capital, LLC
1101 Fifth Avenue, Suite 360
San Rafael, CA 94901*

*With a copy to: Edward Sproull
HSH-Nordbank AG
New York Branch
230 Park Avenue
New York, NY 10169-0005*

*If to Host: John W. Donlevy, Jr.
318 First Street
Winters, CA 95694
530-795-4910 x110*

or at such other address as may be designated in writing to the other Party.

- 15.02 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.
- 15.03 Notices of Default. Host will deliver to the Lease Financier, concurrently with delivery thereof to Solar Provider; a copy of each notice of default given by Host under this Agreement, inclusive of a reasonable description of Solar Provider default. No such notice will be effective absent delivery to the Lease Financier. Host will not mutually agree with Solar Provider to terminate this Agreement without the written consent of the Lease Financier.
- 15.04 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by Host by regular first class mail postage prepaid.

16. CONFIDENTIALITY.

- 16.01 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Host's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties

with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and Affiliates, Lease Financiers, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 16.03. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

16.02 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16.03 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party.

16.04 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

17. INDEMNITY.

17.01 Solar Provider Indemnity. Solar Provider agrees that it shall indemnify and hold harmless Host, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Host Indemnified Parties") from and against any and all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Solar Provider's acts or omissions or (b) any infringement of patents or the improper use of other proprietary rights by Solar Provider or its employees or representatives that may occur in connection

with the performance of this Agreement. Solar Provider shall not, however, be required to reimburse or indemnify any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Host Indemnified Party.

17.02 Host Indemnity. Host agrees that it shall indemnify and hold harmless Solar Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Solar Provider Indemnified Parties") from and against any and all Losses incurred by the Solar Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Host's acts or omissions. Host shall not, however, be required to reimburse or indemnify any Solar Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Solar Provider Indemnified Party.

17.03 Indemnification Procedure.

- (a) Whenever any claim arises for indemnification under this Agreement, the Person who has the right to be indemnified (the "Indemnified Party") shall notify the Person who has the indemnification obligation (the "Indemnifying Party") in writing as soon as practicable (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to such indemnification right and the amount or an assessment of the amount of the liability arising therefrom.
- (b) If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any Governmental Authority with respect to any period in whole or in part prior to the date of this Agreement) against the Indemnified Party or any possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party's expense and through counsel of its own choosing. The Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.
- (c) Notwithstanding the Indemnifying Party's obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless the judgment or proposed settlement involves the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or any acknowledgment of the validity of any claim. Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third party claim, the Indemnified Party may defend against the third party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third party claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld).
- (d) At the time that the Indemnifying Party makes any indemnity payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment, will result in the Indemnified Party receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local

income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

18. INSURANCE

- 18.01 Generally. Host and Solar Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, and (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence.
- 18.02 Certificates of Insurance. Each Party shall furnish current certificates evidencing that the insurance required in Section 18.01 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.
- 18.03 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interests may appear.
- 18.04 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

19. MISCELLANEOUS

- 19.01 Integration; Exhibits. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement and understanding between Solar Provider and Host with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly.
- 19.02 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Solar Provider and Host.
- 19.03 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Solar Provider or Host shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 19.05 Limited Effect of Waiver. The failure of Solar Provider or Host to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 19.06 Survival. The obligations under Sections 3.06 (Removal of System), Section 7.02(d) (Solar Provider Covenant), Sections 7.01(d), (c), (f) and (g) (Host Covenants), Section 8.04 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Dispute Resolution), Article 13 (Limitation of Liability), Article 15 (Notices), Article 16 (Confidentiality), Article 19 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

19.07 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without reference to any choice of law principles. Should any court action be commenced, venue will be in Yolo County, California.

Deleted: New York

19.08 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

19.09 Relation of the Parties. The relationship between Solar Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Solar Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19.10 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Solar Provider and Host and their respective permitted successors and assigns.

19.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

19.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

19.13 Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and expenses, expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled

19.14 Liquidated Damages Not Penalty. Host acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Solar Provider's actual damages resulting from the early termination of this Agreement. Host further acknowledges that Solar Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Host's rights and obligations under this Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Host in lieu of Solar Provider's actual damages.

19.15 Special Provision Concerning Timing and Payments. [intentionally omitted]

[SIGNATURE PAGE ATTACHED]

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

POWER PROVIDER

By: _____
Name: _____
Title: _____

HOST

By: _____
Name: _____
Title: _____

Exhibit A

DESCRIPTION OF PREMISES

Exhibit B

DESCRIPTION OF SYSTEM

Location of System:

Solar System Size:

Scope:

Module:

Inverters:

Structure:

Warranty:

Includes:

Exclusions:

Exhibit F

EMERGENCY CONTACT INFORMATION

Host:

Solar Provider:

EXHIBIT G

[Reserved]

EXHIBIT II
to
Solar Power Agreement

ACKNOWLEDGEMENT AND CONFIRMATION

This Acknowledgement and Confirmation, dated as of _____, 200_ (this "Acknowledgement"), is made by _____, a _____, the "Host" under that certain Solar Power Agreement dated _____ (as amended from time to time, the "SPA") with _____ ("Solar Provider"). This Acknowledgement is provided pursuant to Section 14 of the SPA to _____, a _____ corporation (the "Lease Financier"), which is providing financial accommodations to Solar Provider.

The solar photovoltaic system (the "System") to be installed, operated and maintained by Solar Provider pursuant to the SPA is located at Host's facility at _____ (the "Premises").

1. Acknowledgement of Collateral Assignment.

- (a) Host acknowledges the collateral assignment by Solar Provider to the Lease Financier, of Solar Provider's right, title and interest in, to and under the SPSA, as consented to under Section 14 of the SPA.
- (b) The Lease Financier as such collateral assignee shall be entitled to exercise any and all rights of Lease Financiers generally with respect to the Solar Provider's interests in the SPA, including those rights provided to Lease Financiers in Section 14 of the SPA.
- (c) Host acknowledges that it has been advised that Solar Provider has transferred ownership of the System to Lease Financier (subject to the Master Lease Agreement) and that Lease Financier has relied upon the characterization of the System as personal property, as agreed in the SPA in purchasing the System from the Solar Provider.
- (d) Until further written notice, Host agrees to make all payments due Solar Provider under the SPA to Lease Financier at the following address:

2. Confirmation. Host confirms the following matters for the benefit of the Lease Financier:

- (a) To Host's knowledge, there exists no event or condition which constitutes a default, or that would, with the giving of notice or lapse of time, constitute a default, under the SPA.
- (b) Host has approved the System as installed at the Premises.
- (c) Host is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the System as an interest adverse to Lease Financier's security interest therein.

HOST

SOLAR PROVIDER

By: _____
Name:
Title:

By: _____
Name:
Title:



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: May 6, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: Budget Workshop

RECOMMENDATION:

City Council schedule a budget workshop in May 2008 for reviewing the City of Winters 2008-2009 Budget.

BACKGROUND:

The City of Winters is required to adopt an operating budget prior to June 30 each year for the following fiscal year. Staff has begun preparation of the 2008-2009 City of Winters operating budget, and currently the General Fund Budget has a deficit of \$419,337. Staff requests City Council set a workshop time and date to review the proposed operating budget and requests review of alternatives for reducing the deficit as presented by staff.

FISCAL IMPACT:

Establish expenditure plan for 7/1/08-6/30/09

ATTACHMENTS: